

COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, January 22, 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 JANUARY 8, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JANUARY 18, 2019

4. CONSIDERATION OF BILLS AND CLAIMS

5. BRIGHT SPOTS IN OUR COMMUNITY – NATIONAL MENTORING MONTH/BIG BROTHERS AND BIG SISTERS

6. COMMUNICATIONS

A. From Persons Present

7. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish February 5, 2019, as the Public Hearing Date for Consideration of:

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

b. Rezoning of **Lots 4-6, Block 19 Wyoming Industrial Park Addition** (Replat Block 19, Lots 4-8) Located Directly South of the Intersection of Foster Road and Salt Creek Parkway, from **PUD (Planned Unit Development) to M-1 (Limited Industrial)**.

c. **New 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.

d. Transfer of Ownership for **Retail Liquor License No. 36**, Owned by Urban Market Wines, LLC d/b/a **Urban Bottle Wine & Spirits**.

8. PUBLIC HEARING

A. Ordinance

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

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

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9. SECOND READING ORDINANCE

A. **Vacation and Replat** of Betty Luker Parkway Campus #2 and a Portion of Elkhorn Valley No. 5, Lot 1, to Create **Elkhorn Village Addition**, Comprising 21.0 Acres, More or Less; and Consideration of a Request for Rezoning of the Proposed Elkhorn Village Addition from PUD (Planned Unit Development), AG (Urban Agriculture), and R-2 (One Unit Residential) to Entirely R-2 (One Unit Residential), Said Property is Generally Located Northeast of the Intersection of Newport and E. 12th Streets.

1. Communications from Persons Present

10. RESOLUTIONS

A. Consent

1. Authorizing a Contract for Professional Services with **CH2M Hill Engineers, Inc.**, in the Amount of \$63,300 For Engineering Services related to the Development of a **Business Plan for the Casper Public Utilities Division**.
2. Authorizing an Agreement with Playground Hound LLC dba **LuckyDog Recreation**, in the Amount of \$78,219.00 for the **2019 Playground Equipment Improvements Project**.
3. Authorizing a Final Acceptance Certificate with **Wyoming Department of Transportation** for the **Robertson Road South Pathway**.
4. Authorizing Change Order No. 4 with **Andreen Hunt Construction Inc.**, in the Amount of \$5,924.97 and a Time Extension of 87 Days, for the **East Casper Zone III Water System Improvements Project**.

11. MINUTE ACTION

A. Consent

1. Application for **Taxicab Company License** for **Eagle Cab**, Located at 2804 Coulter Drive.
2. Authorizing and Signing the Conditional Sale Agreements for Seventy (70) New **YDRA EFI Yamaha Golf Cars** and Three (3) **YU1A Yamaha Golf Cars**, from **Masek Golf Car Co.**, Gering, Nebraska, for Use by the Casper Municipal Golf Course of the Parks and Recreation Department.

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11. MINUTE ACTION (continued)

A. Consent

3. Authorizing the Purchase of One (1) New **Single Axle Truck with Hydro Excavator Body**, from **CMI TECO**, in the Total Amount of \$397,849, Before Trade, for Use by the Water Distribution Division of the Public Services Department.
4. Authorizing **Appointments to the Council's Boards and Commissions**.

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

13. ADJOURN INTO EXECUTIVE SESSION - DONATIONS

14. ADJOURNMENT

Upcoming Council meetings

Council meetings

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

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

Work sessions

4:30 p.m. Tuesday, January 29, 2019 – Council Meeting Room

4:30 p.m. Tuesday, February 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
January 8, 2019

1. ROLL CALL

Casper City Council met in regular session at 6:03 p.m., Tuesday, January 8, 2019. Present: Councilmembers Hopkins, Huber, Humphrey, Johnson, Laird, Morgan, Powell, Walsh and Mayor Pacheco.

2. PLEDGE OF ALLEGIANCE

Mayor Pacheco along with several youths from the audience led the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Hopkins, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the December 18, 2018, regular Council meeting, as published in the Casper-Star Tribune on December 30, 2018. Motion passed.

X. BILLS & CLAIMS

Moved by Councilmember Morgan, seconded by Councilmember Hopkins, to, by minute action, approve payment of the January 8, 2019, bills and claims, as audited by City Manager Napier. Motion passed.

	Bills & Claims	
	01/08/19	
307Motors	Refund	\$26.76
71Construction	Projects	\$529.20
AakerSigns	Goods	\$326.00
ABeamer	Reimb	\$90.00
AllianceElec	Services	\$5,843.83
AMBI	Services	\$568.04
AmericanTitle	Services	\$125.00
AMSgnl	Supp	\$17,493.30
AndrnHunt	Services	\$42,508.00
Arcadis	Services	\$3,169.30
Auto&Elect	Supp	\$404.10
BakerHostetler	Services	\$1,204.00
Balefill	Services	\$75,049.14
BankOfAmerica	Goods	\$193,655.98
BCordova	Refund	\$55.00
BHEnergy	Services	\$32,957.21
BigWestLndscp	Services	\$50,390.00
Boys&GirlsClubs	Funds	\$36,642.50
BTaylor	Refund	\$28.07
BWilladson	Reimb	\$35.31
CasperPubSafetyComm	Services	\$5,624.50
CATC	Funding	\$141,966.98

Century21	Refund	\$476.55
Centurylink	Services	\$1,862.54
CityofCasper	Services	\$6,149.62
CivilEngineeringProfessionals	Projects	\$2,435.21
CJaques	Refund	\$65.12
CommTech	Goods	\$1,651.00
CowdinCleaning	Services	\$1,309.00
CPToft	Refund	\$67.03
CrimeSceneInfo	Services	\$109.87
CSeverance	Reimb	\$60.00
DCourtade	Reimb	\$58.80
Dell	Goods	\$1,520.32
DesertMtn	Goods	\$27,215.34
DHegdahl	Refund	\$7.62
EMoore	Reimb	\$75.00
EnvironmentalCivilSolutions	Services	\$18,505.45
ErosionCtrlApp	Services	\$4,887.42
EWGrimesJr	Refund	\$105.55
EYonker	Reimb	\$90.00
FirstData	Services	\$316.55
FirstInterstateBank	Services	\$115.20
FirstInterstateBank	Services	\$201.36
FmlyJrnyCtr	Services	\$1,541.14
FSchreckengost	Refund	\$45.17
GeosyntecConsult	Consult	\$1,366.80
GlobalSpect	Funding	\$73,267.37
GMayhue	Reimb	\$87.97
GWirtala	Refund	\$56.79
HallsCustPvng	Refund	\$56.26
HDR Engineering	Projects	\$5,178.06
HKD	Svcs	\$14,310.00
Homax	Goods	\$38,777.25
ISC	Supplies	\$25,214.61
ITCElec	Services	\$467.10
J&GLandscaping	Refund	\$45.04
JHolliday	Refund	\$39.37
JJones	Reimb	\$94.48
JKGarlickJr	Services	\$1,828.91
JKrusmark	Refund	\$26.56
JTLGroup	Services	\$3,627.04
JWilhelm	Reimb	\$60.88
KindelConcrete	Refund	\$193.58
Kflyte	Refund	\$43.22

KKofakis	Reimb	\$62.75
KPiotter	Refund	\$45.62
LDLong	Refund	\$44.28
LLawson	Refund	\$75.00
McMurryReadyMix	Goods	\$296.38
MDay	Reimb	\$2,151.28
MEdberg	Refund	\$22.88
MLamb	Refund	\$51.47
Nalco	Supp	\$14,835.24
Napa	Goods	\$123,334.98
NCHealth Dept	Funding	\$45,000.00
NCSheriffsOffice	Funding	\$92,900.64
NDiaz	Refund	\$115.23
NorthParkTransport	Services	\$191.62
PaxWaterTech	Services	\$7,307.00
Pepsi	Goods	\$455.50
PexFitness	Equipment	\$9,895.00
PostalPros	Services	\$13,848.30
Printworks	Supp	\$290.90
ProforceLawEnforcement	Goods	\$305.00
RockyMtnPower	Services	\$169,328.50
SamParsonsUpholstery	Services	\$530.00
SEngen	Claim	\$385.00
SGamble	Refund	\$46.15
SGFord	Refund	\$36.18
SHaight	Refund	\$17.41
Smarsh	Services	\$1,719.50
SpillmanTechnologies	Services	\$10,417.00
SRyden	Reimb	\$258.00
Stateline7	Services	\$275.00
StateofWy-DCI	Services	\$15.00
StwrtStev	Svc	\$8,582.11
TColling	Refund	\$35.21
TopOffice	Goods	\$126.52
TretoConstruction	Projects	\$89,594.99
TrihydroCorp	Projects	\$1,341.50
TThornton	Refund	\$43.22
Viewpoint	Services	\$2,295.00
VisionServicePlan	Services	\$1,665.04
WasteWaterTreatment	Funding	\$358,698.89
WayneColemanConstruction	Projects	\$11,774.15
WellbornSullivan	Services	\$4,440.00
WesternWaterConsult	Services	\$13,500.06

WH LLC	Services	\$5,193.75
WilliamsPorterDay	Services	\$1.50
WorthingtonLenhart&Carpenter	Services	\$2,824.17
WstrnStsFire	Supp	\$54,630.00
WTriplett	Refund	\$10.40
WyDEQ	Services	\$1,400.00
WyDoorSvc	Reprs	\$1,020.22
WYDOT	Services	\$3,933.38
WyWrkrsComp	Fees	\$6,987.03
ZKolman	Refund	\$75.00
		\$1,904,733.32

5. COMMENTS BY AND PRESENTATION TO OUTGOING COUNCILMEMBERS

Mayor Pacheco presented Councilmembers Humphrey, Morgan, and Laird with plaques of appreciation for their service. Councilmember Humphrey shared a video of her Council experiences. Councilmembers Morgan and Laird also bid farewell to Councilmembers and City staff.

6. SEATING OF 2019 COUNCIL

The 2019 City Council was seated.

7. OATH OF OFFICE

Mayor Pacheco issued the oath of office to newly-elected Councilmembers Bates and Freel.

8. COMMENTS BY NEW COUNCILMEMBERS AND INTRODUCTIONS

Councilmembers Bates and Freel introduced family members and thanked people for their support.

9. ROLL CALL

A roll call resulted in the presence of Councilmembers Kenneth Bates, Steven Freel, Bob Hopkins, Michael Huber, Shawn Johnson, Charles Powell, Chris Walsh, and Mayor Ray Pacheco. Absent Khrystyn Lutz. Moved by Councilmember Huber, seconded by Councilmember Powell, to, by minute action, excuse the absence of Councilmember Lutz. Motion passed.

10. ELECTION OF MAYOR

Moved by Councilmember Hopkins, seconded by Councilmember Johnson, to, by minute action, nominate Charles Powell as Mayor of the City of Casper, Wyoming, for calendar year 2019. Motion passed.

11. ELECTION OF VICE-MAYOR

Moved by Councilmember Huber, seconded by Councilmember Hopkins, to, by minute action, nominate Shawn Johnson as Vice-Mayor of the Casper City Council for calendar year 2019. Motion passed.

12. OATH OF OFFICE

Fleur Tremel, City Clerk, issued the oath of office to newly-elected Mayor Charles Powell and Vice-Mayor of Council Shawn Johnson.

13. COMMENTS BY NEWLY-ELECTED

Vice-Mayor Johnson thanked Council and others for their support. Mayor Powell introduced members of his family and thanked them as well as others for their support. Mayor Powell also shared his goals for the future.

14. COMMENTS BY AND PRESENTATION TO 2018 MAYOR

Mayor Powell presented former Mayor Pacheco with a plaque of appreciation for his service as Mayor. Former Mayor Pacheco thanked his family and City staff for their support during his tenure as Mayor and encouraged the Council and the community to continue to work together.

15. RECESS

Mayor Powell called for a brief recess at 6:53 p.m., and reconvened at 7:02 p.m.

16. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Mary Price, with the Friends of CATC and Public Transportation, providing an update on the progress made by the group; Dennis Steensland, 533 S. Washington, greeting the new Council; and Keith Goodenough, 333 S. Socony, regarding the budget and the Rocky Mountain Power franchise fee.

17.A PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the vacation and replat creating the Elkhorn Village Addition and rezoning of said Addition. City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated December 26, 2018 and an affidavit of publication, as published in the Casper-Star Tribune, dated December 26, 2018. City Manager Napier provided a brief report. Speaking in support was Brandon Daigle on behalf of Blackmore Homes. Mr. Daigle addressed questions presented by Council. There being no others to speak for or against the issues involving the Elkhorn Village Addition, the public hearing was closed. 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.

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

17.B PUBLIC HEARING - RESOLUTION

Mayor Powell opened the public hearing for the consideration of the appeal of the decision of the Planning and Zoning Commission to deny a conditional use permit for an off-premise sign (billboard) in a C-2 (General Business) Zoning District on Lot 4, Block 159, Casper Addition, located at 1329 S. Poplar for applicants David DeWald and Lamar

Advertising. City Attorney Henley entered the following exhibits:

1.A Conditional Use Permit Application.

1.B Map of **the 300' Notification Zone**.

1.C Legal Notice sent to the Casper Star-Tribune advertising the date of Public Hearing

1.D Notice of Public Hearing sent to Property Owners within a 300' Radius and List of Addresses.

1.E Public comment from Valerie White, 504 Milton Avenue.

1.F Memo to the Chairman & Members of the Planning and Zoning Commission Exhibit No. 2, Findings of Fact and Conclusions of Law, for Case PLN-018-022-C, dated October 18, 2018.

3. Appeal request, from Timothy M. Stubson to Craig Collins Casper City Planner and Carter Napier City Manager, dated October 26, 2018.

4.a, Minutes from the Planning and Zoning Meeting, dated October 18, 2018.

4.b, Video of the Planning and Zoning Meeting, dated October 18, 2018
<https://www.youtube.com/watch?v=jKI8bGXKKBO&feature=youtu.be>

5. RMG Outdoor, Inc., assessment dated May, 2018.

6. Copy of Section 17.12.240 of the Municipal Code.

7. Aerial Map.

8. Property Photos.

9. Plot Plan.

10. Affidavit of Publication, as published in the Casper-Star Tribune, dated December 26, 2018.

11. Correspondence from Liz Becher, to J. Carter Napier, dated December 21, 2018.

City Manager Napier asked for procedural direction on this appeal. City Attorney Henley described the public hearing process. Speaking in favor of the appeal and the issuing of the conditional use permit was Tim Stubson, representing Lamar Outdoor Signs. Council asked several questions, which Mr. Stubson addressed. Also speaking in favor were: David Dewald, owner of 1329 S. Poplar, and Mary Price. Speaking in opposition to the appeal and to the issuing of the conditional use permit were: Valerie White, owner of 1321 S. Poplar; Tony Padilla, tenant at 1329 S. Poplar; JP Cavagelli 637 E. 11th; and Tristie Ross, 1316 S. Cedar. There being no others to speak for or against the issue, the public hearing was closed. Following resolution read:

RESOLUTION NO. 19-1

A RESOLUTION DENYING THE APPEAL AND DENYING A
CONDITIONAL USE PERMIT FOR AN OFF-PREMISES
SIGN (BILLBOARD) IN A C-2 (GENERAL BUSINESS)
ZONING DISTRICT, ON LOT 4, BLOCK 159, CASPER
ADDITION, LOCATED AT 1329 SOUTH POPLAR STREET.

Councilmember Huber presented the foregoing resolution for adoption. Seconded by Councilmember Hopkins. Councilmembers Hopkins and Walsh had questions which Craig Collins, City Planner, and City Manager Napier addressed. Councilmembers Freel and Johnson voted nay. Motion passed. Because Resolution No. 19-1 passed, no action was taken on Resolution No. 19-2.

17.C PUBLIC HEARING

Mayor Powell opened the public hearing for the consideration of the proposed bus route changes. City Attorney Henley (2) exhibits: Correspondence from Liz Becher, to J. Carter Napier, dated December 26, 2018, and an Affidavit of Publication, as published in the Casper-Star Tribune, dated December 26, 2018. City Manager Napier asked Aaron Kloke, City of Casper Associate Planner, to provide further information. Mr. Kloke provided an overview of the feedback process and the proposed changes to the various routes which are designed to increase safety, ridership, and efficiency. Council asked many questions, which Mr. Kloke addressed. The following citizens addressed Council: Carol Crump, 731 Kirk, providing further information and addressing several questions from Council; Mary Price, expressing concern that the blue route is often full; and Val Wilson, Gail Gardens, also sharing that the blue bus is often full and expressing gratitude for the service. There being no others to speak for or against the report, the public hearing was closed. Mayor Powell stated that no action was required by Council this evening on this matter, and Council would receive further information at the January 29, 2019 work session with final proposals coming before Council at the February 5, 2019 Council meeting.

18. ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 24-18

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

WHEREAS, state law now allows for distillery satellite tasting rooms; and,
WHEREAS, it would be in the best interest of the City of Casper to amend its ordinances to conform to these changes in state law; and,
NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 5.08 of the Casper Municipal Code is hereby amended as follows:

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

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

Section 5.08.028 is created to read as follows:

Manufacturing and rectifying.

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

b. The local licensing authority may issue to the holder of a manufacturer's license granted under subsection (a) of this section who is a federally licensed distiller or rectifier, a satellite manufacturer's permit which allows the permittee to sell product manufactured at the site identified on the manufacturer's license at not more than one (1) satellite location within Wyoming separate from its manufacturing site under the original permit. All products sold at a manufacturer's satellite location shall be obtained through the division. The satellite manufacturer's permit may be issued on application to the

appropriate licensing authority. The local licensing authority may require a public hearing and the payment of an additional permit fee not to exceed one hundred dollars (\$100.00). The satellite manufacturer's permit shall be subject to the terms and conditions of W.S. 12-4-106, the schedule of operating hours set pursuant to W.S. 12-5-101 and the licensed building provisions pursuant to W.S. 12-5-201.

c. For purposes of this section:

(i) "Distiller" includes any person who:

(A) Produces distilled spirits from any source or substance;

(B) Brews or makes mash, wort or wash fit for distillation or for the production of distilled spirits, other than the making or using of mash, wort or wash in the authorized production of wine or beer, or the production of vinegar by fermentation;

(C) By any process separates alcoholic spirits from any fermented substance; or

(D) Making or keeping mash, wort or wash, has a still in operation at the site identified on the manufacturer's license.

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

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

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

Section 5.080.030 is amended to read as follows:

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

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

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

PASSED on 1st reading the 4th day of December, 2018

PASSED on 2nd reading the 18th day of December, 2018.

PASSED, APPROVED AND ADOPTED on 3rd and final reading the 8th day of January, 2019. The effective date of this Ordinance is 21 days after approval on 3rd reading.

Councilmember Pacheco presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Huber. Amber Polluck, 229 W. 11th offered to address any questions from Council. There being no questions and no one else to speak regarding the ordinance, and no discussion or amendments, motion passed.

19. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-3

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIENS.

RESOLUTION NO. 19-4

A RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDS FROM THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE.

RESOLUTION NO. 19-5

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH 71 CONSTRUCTION, LLC FOR THE K STREET IMPROVEMENTS PHASE 1, PROJECT NO. 15-51.

RESOLUTION NO. 19-6

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH STRATA, INC. FOR ENGINEERING SERVICES FOR THE 2019 GEOTECH FOR CAPITAL PROJECTS, PROJECT NO. 18-085.

RESOLUTION NO. 19-7

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH DAN HART PATROL SERVICE, LLC, FOR AN INCREASE IN FUNDS AND AN EXTENSION OF THIRTY-EIGHT DAYS FOR THE CASPER BALEFILL CLOSURE, EARTHWORKS, PROJECT NO. 17-039.

RESOLUTION NO. 19-8

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING FOR DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE MIDWEST AVENUE RECONSTRUCTION PROJECT—ELM STREET TO WALNUT STREET.

RESOLUTION NO. 19-9

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ANDREEN HUNT CONSTRUCTION, INC., FOR THE HIGHLAND PARK CEMETERY ADDITION, PHASE II, PROJECT NO. 16-051.

RESOLUTION NO. 19-10

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING AND SURVEYING FOR CONSTRUCTION ADMINISTRATION AND SURVEYING SERVICES FOR THE HIGHLAND PARK CEMETERY ADDITION, PHASE II.

Councilmember Johnson presented the foregoing eight (8) resolutions for adoption. Seconded by Councilmember Hopkins. Motion passed.

20. MINUTE ACTION— CONSENT

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

1. designating the following banks as approved depositories of City of Casper funds for calendar year 2019: First Interstate Bank, Hilltop National Bank, Jonah Bank of Wyoming, USbank, and ANB Bank;
2. designating the Casper Journal and the Casper Star-Tribune as the **City's** official newspaper for the calendar year 2019;
3. reappointing Jennifer Rohrer and Errol Miller to the Central Wyoming Senior Services Advisory Board, each for one additional three year term, expiring December 31, 2021; and,
4. authorizing the **appointment of James W. "Tim" Monroe to the Civil Service Commission** for a three (3) year term expiring December 31, 2021.

Motion passed.

21. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmember Freel asked about the employee wage freeze and the Police Department's public information officer (PIO) position. Police Chief McPheeters addressed the questions about the PIO position. Mayor Powell indicated that these topics could be considered for a future work session.

22. ADJOURNMENT

Mayor Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, January 15, 2019, **in the Council's meeting room; and, a regular Council meeting** to be held at 6:00 p.m., Tuesday, January 22, 2019, in the Council Chambers. Moved by Councilmember Pacheco, seconded by Councilmember Johnson, to, by minute action adjourn. Motion passed. The meeting was adjourned at 8:41 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

A.M.B.I. & SHIPPING, INC.	18-12-468 POSTAGE	\$11.68
	Subtotal for Cost Center Balefill:	\$11.68
	18-12-467 POSTAGE	\$15.62
	Subtotal for Cost Center City Attorney:	\$15.62
	18-12-470 POSTAGE	\$14.96
	Subtotal for Cost Center Engineering:	\$14.96
	18-12-471 POSTAGE	\$957.98
	Subtotal for Cost Center Finance:	\$957.98
	18-11-409 OCT POSTAGE	\$0.58
	Subtotal for Cost Center Fort Caspar:	\$0.58
18-12-474 FIRST CLASS POSTAGE	\$10.62	
Subtotal for Cost Center Metro Animal:	\$10.62	
18-12-481 REGULAR MAILINGS	\$488.00	
Subtotal for Cost Center Police:	\$488.00	
18-12-480 POSTAGE	\$458.77	
Subtotal for Cost Center Refuse Collection:	\$458.77	
Vendor Subtotal:	<hr/> \$1,958.21	
AIR INNOVATIONS	RIN0029177 RFND BID BOND CSHR'S CK 17-070	\$3,000.00
	Subtotal for Cost Center General - Engineering:	\$3,000.00
Vendor Subtotal:	<hr/> \$3,000.00	
ALLIANT INSURANCE SVCS.	968437 Poplar project RR coverage	\$7,197.53
	Subtotal for Cost Center Property & Liability Insurance:	\$7,197.53
Vendor Subtotal:	<hr/> \$7,197.53	
ALYSSA BAEDKE	053392 CLOTHING REIMBURSEMENT	\$26.25
	Subtotal for Cost Center Police:	\$26.25
Vendor Subtotal:	<hr/> \$26.25	

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

AMERI-TECH EQUIPMENT CO.	104633 222283	\$412.00
	19973 222275	\$430.80
	20001 NEW ROLL OFF TARPS	\$1,157.39
	Subtotal for Cost Center Refuse Collection:	\$2,000.19
Vendor Subtotal:	<hr/>	\$2,000.19
ANDREEN HUNT CONSTRUCTION, INC.	3967 15-083 LOWER EASTDALE CR CHANN	\$61,253.97
	3967 RETAINAGE 15-083	-\$6,125.40
	Subtotal for Cost Center Sewer:	\$55,128.57
	Vendor Subtotal:	<hr/>
ARROWHEAD HEATING & AIR CONDITIONING	12304 NOVEMBER FILTER CHANGE	\$180.00
	12303 FILTER CHANGE	\$98.92
	Subtotal for Cost Center Balefill:	\$278.92
	Vendor Subtotal:	<hr/>
ATLANTIC ELECTRIC, INC	7787 RETAINAGE 16-008	-\$532.77
	Subtotal for Cost Center General - Streets:	-\$532.77
	7787 #16-008 2018 LUMINAIRE SERVICE	\$5,327.76
	Subtotal for Cost Center Streets:	\$5,327.76
Vendor Subtotal:	<hr/>	\$4,794.99
BLACK HILLS ENERGY	AP000183010719 NAURAL GAS	\$4,657.24
	Subtotal for Cost Center Aquatics:	\$4,657.24
	AP000187010819 NATURAL GAS	\$1,439.84
	Subtotal for Cost Center Buildings & Structures:	\$1,439.84
	AP000226010719 NAURAL GAS	\$308.44
Subtotal for Cost Center Cemetery:	\$308.44	
AP000227010719 NAURAL GAS	\$1,506.15	
Subtotal for Cost Center City Hall:	\$1,506.15	
AP000195010819 NATURAL GAS	\$539.36	

Bills & Claims

City of Casper

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	Subtotal for Cost Center Fort Caspar:	\$539.36
	AP000188010719 NAURAL GAS	\$380.98
	Subtotal for Cost Center Golf Course:	\$380.98
	AP000184010719 NAURAL GAS	\$1,235.50
	Subtotal for Cost Center Ice Arena:	\$1,235.50
	AP000191010719 NAURAL GAS	\$1,082.05
	Subtotal for Cost Center Recreation:	\$1,082.05
	AP000193010819 NATURAL GAS	\$17.44
	Subtotal for Cost Center Sewer:	\$17.44
	Vendor Subtotal:	<hr/> \$11,167.00
BOOTH, MICHAEL	0032361764 UTILITY REFUND	\$50.67
	Subtotal for Cost Center Water:	\$50.67
	Vendor Subtotal:	<hr/> \$50.67
BRANDON ARELLANO	16866 TOOL ALLOTMENT-REIMBURSEMENT	\$494.29
	Subtotal for Cost Center Fleet Maintenance:	\$494.29
	Vendor Subtotal:	<hr/> \$494.29
BRUCE MARTIN	RIN0029171 TUITION REIMBURSEMENT	\$1,387.80
	Subtotal for Cost Center Water:	\$1,387.80
	Vendor Subtotal:	<hr/> \$1,387.80
CAROLINA SOFTWARE	70277 WASTEWORKS SOFTWARE SUPPORT	\$450.00
	70132 AUTO SCALE	\$250.00
	Subtotal for Cost Center Balefill:	\$700.00
	Vendor Subtotal:	<hr/> \$700.00
CASELLE, INC.	92601 CONTRACT MAINTENANCE FEB 2019	\$75.00
	Subtotal for Cost Center Finance:	\$75.00

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

	Vendor Subtotal:	\$75.00
CASPAR BUILDING SYSTEMS, INC.	BB008 BALER BUILDING EXPANSION PROJ	\$47,377.11
	Subtotal for Cost Center Balefill:	\$47,377.11
	010 FIRE EMS STATION #5	\$225,279.99
	Subtotal for Cost Center Fire:	\$225,279.99
	MRF007 BALER BUILDING EXPANSION PROJE	\$166,032.00
	MRF007 RETAINAGE 13-050	-\$16,603.20
	BB008 RETAINAGE 13-050	-\$4,737.72
	Subtotal for Cost Center Refuse Collection:	\$144,691.08
	Vendor Subtotal:	\$417,348.18
CASPER HOUSING AUTHORITY	RIN0029212 FY19 1%#15 ONE CENT FUNDING	\$170.00
	Subtotal for Cost Center Capital Projects - City Mgr:	\$170.00
	Vendor Subtotal:	\$170.00
CASPER POLICE DEPARTMENT	RIN0029167 REPLENISH BUY FUND	\$152.87
	Subtotal for Cost Center Police Grants:	\$152.87
	Vendor Subtotal:	\$152.87
CASPER PUBLIC UTILITIES	RIN0029166 SANITATION	\$113.00
	RIN0029166 SEWER	\$22.95
	Subtotal for Cost Center Water Treatment Plant:	\$135.95
	Vendor Subtotal:	\$135.95
CASPER STAR TRIBUNE - LEGAL ADS ONLY	47968 LEGAL AD FOR AUCTION	\$2,007.80
	Subtotal for Cost Center Police:	\$2,007.80
	Vendor Subtotal:	\$2,007.80
CASPER STAR TRIBUNE - REGULAR ADS ONLY	48611-1 SURVEYS	\$1,195.24
	Subtotal for Cost Center Police Grants:	\$1,195.24

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

Vendor Subtotal: **\$1,195.24**

CENTRAL WY. REGIONAL WATER

170968 DEC18 SYSTEM INVESTMENT FEES \$11,598.00
170982 DEC18 WHOLESALE WATER \$269,872.90
Subtotal for Cost Center Water: **\$281,470.90**

Vendor Subtotal: **\$281,470.90**

CENTURYLINK

RIN0029180 GAS SYSTEM ANALOGUE FEE \$61.70
RIN0029109 GAS SYSTEM ANALOGUE LINES \$61.70
RIN0029109 LATE FEE \$7.00
Subtotal for Cost Center Balefill: **\$130.40**

RIN0029194 PHONE USE \$34.92
Subtotal for Cost Center City Hall: **\$34.92**

RIN0029194 PHONE USE \$65.08
Subtotal for Cost Center Code Enforcement: **\$65.08**

RIN0029168 PHONE USE \$230.44
RIN0029179 PHONE USE \$10,963.92
RIN0029194 PHONE USE \$300.80
Subtotal for Cost Center Communications Center: **\$11,495.16**

AP000143121518 VOIP \$726.47
RIN0029168 PHONE USE \$39.69
AP000132121218 VOIP \$1,534.96
Subtotal for Cost Center Finance: **\$2,301.12**

RIN0029179 PHONE USE \$1,243.94
Subtotal for Cost Center Fire: **\$1,243.94**

RIN0029214 PHONE USE \$140.84
Subtotal for Cost Center Fleet Maintenance: **\$140.84**

RIN0029168 PHONE USE \$38.90
Subtotal for Cost Center Ice Arena: **\$38.90**

RIN0029168 PHONE USE \$38.92
Subtotal for Cost Center Metro Animal: **\$38.92**

RIN0029168 PHONE USE \$126.10
Subtotal for Cost Center Parking: **\$126.10**

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

RIN0029194 PHONE USE	\$45.78
RIN0029194 PHONE USE	\$122.03
Subtotal for Cost Center Parks:	\$167.81
RIN0029179 PHONE USE	\$358.22
Subtotal for Cost Center Police:	\$358.22
RIN0029214 PHONE USE	\$276.97
Subtotal for Cost Center Recreation:	\$276.97
RIN0029168 PHONE USE	\$158.76
Subtotal for Cost Center Streets:	\$158.76
RIN0029194 PHONE USE	\$1,779.65
RIN0029214 PHONE USE	\$154.60
Subtotal for Cost Center Waste Water:	\$1,934.25
RIN0029168 PHONE USE	\$38.90
RIN0029168 PHONE USE	\$57.69
RIN0029194 PHONE USE	\$195.24
Subtotal for Cost Center Water:	\$291.83
Vendor Subtotal:	\$18,803.22

CH2M HILL, INC.

701068CH001 WWTP MCC REPLACEMENT PROJ	\$47,434.52
Subtotal for Cost Center Waste Water:	\$47,434.52
Vendor Subtotal:	\$47,434.52

CHILDREN'S ADVOCACY PROJECT, INC.

23 FY19 AGENCY OPERATING FUNDING	\$11,421.45
Subtotal for Cost Center Capital Projects - City Mgr:	\$11,421.45
Vendor Subtotal:	\$11,421.45

CITY OF CASPER

5128/170893 DECEMBER 18 CATC FUEL BILL	\$6,301.34
5128/170893 DECEMBER 18 CATC FUEL BILL	\$6,301.34
5128/170892 DECEMBER 18 CATC WORKORDERS	\$3,036.59
5128/170892 DECEMBER 18 CATC WORKORDERS	\$12,146.36
Subtotal for Cost Center C.A.T.C.:	\$27,785.63
442/169258 ALARM LICENSE	\$10.00

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

Subtotal for Cost Center Fort Caspar: **\$10.00**

Vendor Subtotal: **\$27,795.63**

CITY OF CASPER - BALEFILL

1337/170904 STREET SWEEPING \$2,266.00

Subtotal for Cost Center Balefill: **\$2,266.00**

525/170884 SANITATION \$15.00

525/170960 SANITATION \$17.64

525/171076 SANITATION \$18.13

Subtotal for Cost Center Hogadon: **\$50.77**

2772/170872-885 SANITATION \$10,475.52

2772/170891 SANITATION \$5,709.60

2772/170964 SANITATION \$4,776.33

2772/171010-020 SANITATION \$10,292.26

2772/170971 SANITATION \$45,375.00

2772/171044 SANITATION \$6,013.77

2772/171078 SANITATION \$5,281.71

2772/170933 SANITATION \$5,507.60

2772/171141 SANITATION \$5,037.50

2772/171106 SANITATION \$4,852.28

Subtotal for Cost Center Refuse Collection: **\$103,321.57**

1276/170871 SANITATION \$46.56

1276/171075 SANITATION \$164.64

1276/170932 SANITATION \$135.24

1276/171138 SANITATION \$80.36

Subtotal for Cost Center Waste Water: **\$426.80**

Vendor Subtotal: **\$106,065.14**

CIVIL ENGINEERING PROFESSIONALS, INC.

17-045-12 CY BOOSTER STATION PROFESSIONA \$22,614.18

17-045-12 CY BOOSTER STATION PROFESSIONA \$11,138.32

Subtotal for Cost Center Water: **\$33,752.50**

Vendor Subtotal: **\$33,752.50**

COMMUNICATION TECHNOLOGIES, INC.

79518 REPLACEMENT TOWERS/RESERVE \$69,209.92

Subtotal for Cost Center Communications Center: **\$69,209.92**

79661 REPAIRS TO UNIT 228 \$103.00

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

79679 FLEET EQUIP	\$55,938.91
84907 REPAIRS TO UNIT 259	\$51.50
84906 REPAIRS TO UNIT 231	\$206.00
84908 REPAIRS TO UNIT 306	\$103.00
84898 REPAIRS TO UNIT 281	\$51.50
Subtotal for Cost Center Police:	\$56,453.91

Vendor Subtotal: **\$125,663.83**

COMTRONIX, INC.

49670 DATE CABLING SCALEHOUSE	\$132.00
Subtotal for Cost Center Balefill:	\$132.00

49566C PANIC BUTTON PROJECT CITY HALL	\$3,997.00
Subtotal for Cost Center Property & Liability Insurance:	\$3,997.00

Vendor Subtotal: **\$4,129.00**

COWDIN CLEANING

201292 JANITORIAL SERVICE BID	\$884.00
201292 JANITORIAL SERVICE BID	\$544.00
Subtotal for Cost Center Buildings & Structures:	\$1,428.00

Vendor Subtotal: **\$1,428.00**

DAVE LODEN CONSTRUCTION

RIN0029201 LEAK REPAIR	\$395.00
RIN0029201 LEAK REPAIR	\$165.00
Subtotal for Cost Center Buildings & Structures:	\$560.00

Vendor Subtotal: **\$560.00**

DAVIDSON FIXED INCOME MGMT.

2018-12CASPER MANAGEMENT FEES	\$3,891.72
Subtotal for Cost Center Finance:	\$3,891.72

Vendor Subtotal: **\$3,891.72**

DAVIDSON MECHANICAL, INC.

72920 RETAINAGE 18-087	-\$2,210.85
Subtotal for Cost Center Capital Projects - Engineering:	-\$2,210.85

72920 #18-087 CEC COMBINATION	\$44,217.00
Subtotal for Cost Center Perpetual Care:	\$44,217.00

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

Vendor Subtotal: **\$42,006.15**

DEERFIELD HOLDINGS CORPORATION

20500565 Cyber services claim 1688CA \$162.50
Subtotal for Cost Center Property & Liability Insurance: **\$162.50**

Vendor Subtotal: **\$162.50**

DELL MARKETING LP

10290894005 DMZ SERVER \$52.87
Subtotal for Cost Center Balefill: **\$52.87**

10265565738 COMPUTERS \$690.94
Subtotal for Cost Center City Clerk: **\$690.94**

10290894005 DMZ SERVER \$912.01
Subtotal for Cost Center Information Technology: **\$912.01**

10287307320 SOFTWARE FOR COMPUTERS \$760.16
Subtotal for Cost Center Police: **\$760.16**

10290894005 DMZ SERVER \$79.31
Subtotal for Cost Center Refuse Collection: **\$79.31**

10290894005 DMZ SERVER \$66.09
Subtotal for Cost Center Sewer: **\$66.09**

10290894005 DMZ SERVER \$52.87
Subtotal for Cost Center Waste Water: **\$52.87**

10290894005 DMZ SERVER \$158.61
Subtotal for Cost Center Water: **\$158.61**

Vendor Subtotal: **\$2,772.86**

DELTA DENTAL PLAN OF WY.

RIN0029184 Dental Insurance \$35,074.63
RIN0029198 Dental Insurance \$1,568.00
Subtotal for Cost Center Health Insurance: **\$36,642.63**

Vendor Subtotal: **\$36,642.63**

DESERT MTN. CORP.

18-63677 ICE SLICER \$27,280.87
Subtotal for Cost Center Streets: **\$27,280.87**

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

Vendor Subtotal: **\$27,280.87**

DPC INDUSTRIES, INC.

737005629-18 CHEMICALS - SODIUM HYPO \$7,055.16

Subtotal for Cost Center Water Treatment Plant: **\$7,055.16**

Vendor Subtotal: **\$7,055.16**

EADDY, MARIE

0032361760 UTILITY REFUND \$5.61

Subtotal for Cost Center Water: **\$5.61**

Vendor Subtotal: **\$5.61**

ELECTRAMIC ASSOCIATES

1822 CHARILIFT SOFTWARE UPGRADE \$4,000.00

Subtotal for Cost Center Hogadon: **\$4,000.00**

Vendor Subtotal: **\$4,000.00**

ELIZABETH BECHER

6191 QUARTERLY ROTARY DUES \$228.00

Subtotal for Cost Center Planning: **\$228.00**

Vendor Subtotal: **\$228.00**

ENGINEERING DESIGN ASSOCIATES

10683 LSC FIRE SUP/ALRM R.DSN ENGR \$814.50

Subtotal for Cost Center CDBG: **\$814.50**

Vendor Subtotal: **\$814.50**

ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

5630 2018 ARTERIALS/COLLECTORS \$2,693.40

Subtotal for Cost Center Streets: **\$2,693.40**

Vendor Subtotal: **\$2,693.40**

EROSION CONTROL APPLICATIONS, INC.

4 RETAINAGE RELEASE 17-039 \$3,418.25

Subtotal for Cost Center Balefill: **\$3,418.25**

Vendor Subtotal: **\$3,418.25**

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

FIRST DATA MERCHANT SVCS CORP.

REMI1367955 CC FEES	\$3,015.81
Subtotal for Cost Center Balefill:	\$3,015.81
REMI1367957 CREDIT CARD FEES	\$113.76
Subtotal for Cost Center Code Enforcement:	\$113.76
REMI1367958 CREDIT CARD FEES	\$13.45
Subtotal for Cost Center Engineering:	\$13.45
REMI1367949 CREDIT CARD FEES	\$1,601.70
Subtotal for Cost Center Finance:	\$1,601.70
REMI1367950 NOV CREDIT CARD FEE	\$17.55
Subtotal for Cost Center Fort Caspar:	\$17.55
REMI1367951 MONTHLY CC SERVICE CHARGES	\$18.36
Subtotal for Cost Center Golf Course:	\$18.36
REMI1367952 CREDIT CARD FEES	\$492.93
Subtotal for Cost Center Hogadon:	\$492.93
REMI367953 CREDIT CARD SERVICES	\$21.13
Subtotal for Cost Center Metro Animal:	\$21.13
REMI1367956 CREDIT CARD MACHINE	\$58.26
Subtotal for Cost Center Police:	\$58.26
Vendor Subtotal:	\$5,352.95

FIRST INTERSTATE BANK

RIN0029204 SERVICE CHARGES DEC 2018	\$573.87
RIN0029203 DEC 2018 LOCKBOX FEES	\$556.49
Subtotal for Cost Center Finance:	\$1,130.36
Vendor Subtotal:	\$1,130.36

FIRST INTERSTATE BANK - PETTY CASH

RIN0029197 PETTY CASH - MAC	\$201.84
Subtotal for Cost Center Metro Animal:	\$201.84
RIN0029189 PETTY CASH - POLICE	\$101.20
RIN0029189 PETTY CASH - POLICE	\$3.50
RIN0029189 PETTY CASH - POLICE	\$46.00
Subtotal for Cost Center Police:	\$150.70

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

Vendor Subtotal: **\$352.54**

FRIAS, MATTHEW

0032361762 UTILITY REFUND \$41.09

Subtotal for Cost Center Water: **\$41.09**

Vendor Subtotal: **\$41.09**

GARAGE DOOR DUDES

0545 RESET LMT SW/ ADJ DOOR WASHBY \$130.00

Subtotal for Cost Center Fleet Maintenance: **\$130.00**

Vendor Subtotal: **\$130.00**

GEER INVESTMENTS LLC

2661-2 RETAINAGE RELEASE 17-076 \$1,200.00

Subtotal for Cost Center Capital Projects - Engineering: **\$1,200.00**

Vendor Subtotal: **\$1,200.00**

GLOBAL SPECTRUM L.P.

0000977-IN JAN 2019 MONTHLY FUNDING \$82,909.91

cea4e63ba7 COC EVENT TICKET SOUND OF MUSC \$11,090.79

1cb4ed696a ADV TICKET FUNDS WIZARD OF OZ \$44,000.00

Subtotal for Cost Center Casper Events Center: **\$138,000.70**

Vendor Subtotal: **\$138,000.70**

GOLDER ASSOCIATES

532585 5-YEAR AIR EMISSIONS MON/REPOR \$458.75

533505 5-YEAR CLOSED BALEFIL \$5,702.67

533505 5-YEAR CLOSED BALEFIL 18-005 \$3,801.78

Subtotal for Cost Center Balefill: **\$9,963.20**

533605 1ST ST REACH N. PLTT RVR 12-51 \$14,447.77

Subtotal for Cost Center Streets: **\$14,447.77**

Vendor Subtotal: **\$24,410.97**

HACH CO., CORP.

11265014 LAB SUPPLIES \$2,063.32

11265915 LAB SUPPLIES \$410.50

Subtotal for Cost Center Water Treatment Plant: **\$2,473.82**

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

Vendor Subtotal: **\$2,473.82**

HLP, INC.

15693 CHAMELEON SOFTWARE \$2,880.00
Subtotal for Cost Center Metro Animal: **\$2,880.00**

Vendor Subtotal: **\$2,880.00**

HOMAX OIL SALES, INC.

0439447-IN BULK DIESEL FUEL \$17,280.53
0439831-IN WINDOW WASH ETC \$2,072.85
0433637-IN BALER HYD FLUID \$1,824.60
0441884-IN DEF FOR EQUIPMENT \$624.00
Subtotal for Cost Center Balefill: **\$21,801.98**

0438052-IN STOCK, 02/F2 DIESEL 7601 GAL \$18,840.50
0438093-IN STOCK, 01/F1 UNL 7397 GAL \$15,207.49
0440587-IN STOCK, DEF BULK 660 GAL \$1,155.00
0440967-IN STOCK, 02/F2 DIESEL 8903 GAL \$18,162.38
0441007-IN STOCK, 01/F1 UNL 9000 GAL \$13,377.60
Subtotal for Cost Center Fleet Maintenance: **\$66,742.97**

0441769-IN ANTIFREEZE \$399.50
Subtotal for Cost Center Refuse Collection: **\$399.50**

CL91895 DECEMBER FUEL \$3,645.31
Subtotal for Cost Center Water: **\$3,645.31**

Vendor Subtotal: **\$92,589.76**

HOPPER DISPOSAL, INC

1633 DISPOSAL/SHRED OR REMOVE TIRES \$15,232.00
Subtotal for Cost Center Balefill: **\$15,232.00**

Vendor Subtotal: **\$15,232.00**

INBERG-MILLER ENGINEERS

19093CM01.21 ASPHALT CORING 2ND ST PATCH \$302.00
Subtotal for Cost Center Engineering: **\$302.00**

19093CM03.15 CONST TESTING 15TH & MCKINLEY \$848.50
Subtotal for Cost Center Streets: **\$848.50**

Vendor Subtotal: **\$1,150.50**

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

ISC, INC/VENTURE TECHNOLOGIES	SST000766 MAIN AGREE	\$45,000.00
	Subtotal for Cost Center Communications Center:	\$45,000.00
	SIN028005 TELDIG VEEAM	\$8,000.00
	Subtotal for Cost Center Sewer:	\$8,000.00
	SIN028005 TELDIG VEEAM	\$1,637.20
	Subtotal for Cost Center Water:	\$1,637.20
	Vendor Subtotal:	\$54,637.20
ITC ELECTRICAL TECHNOLOGIES	25936 DAFT PLC DOWNLOAD PROGRAM	\$122.40
	Subtotal for Cost Center Waste Water:	\$122.40
	27740 RW1 RW5 REPAIR INSTALLATION	\$1,286.40
	Subtotal for Cost Center Water Treatment Plant:	\$1,286.40
	Vendor Subtotal:	\$1,408.80
JACOB CARLSON	RIN0029210 TRAVEL EXPENSES	\$30.00
	Subtotal for Cost Center Police:	\$30.00
	Vendor Subtotal:	\$30.00
JADE MCLEAN	JADE120618 TOOL ALLOTMENT-REIMBURSEMENT	\$225.97
	Subtotal for Cost Center Fleet Maintenance:	\$225.97
	Vendor Subtotal:	\$225.97
JEFF BRONECK	220001183392 UNIFORM BOOTS REIMBURSED	\$220.49
	Subtotal for Cost Center Police:	\$220.49
	Vendor Subtotal:	\$220.49
KIWANIS CLUB	249 ASSOCIATION DUES	\$228.00
	Subtotal for Cost Center City Attorney:	\$228.00
	Vendor Subtotal:	\$228.00

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

KNIFE RIVER/JTL	185289 COVER MATERIALS	\$2,173.12
	185397 COVER MATERIALS	\$2,376.38
	185094 FILL BASE FOR LDF ROADS	\$894.26
	185514 BASE FILL FOR LDF ROADS	\$1,600.76
	185453 BASE FILL FOR LDF ROADS	\$2,884.15
	Subtotal for Cost Center Balefill:	\$9,928.67
	RIN0029157 RETAINAGE 17-093	-\$6,135.68
	Subtotal for Cost Center Capital Projects - Water:	-\$6,135.68
	RIN0029157 #17-093 2018 ARTERIALS & COLLE	\$61,356.82
	Subtotal for Cost Center Water:	\$61,356.82
	Vendor Subtotal:	\$65,149.81
KROHNE INC	S01 / 84798 MAG METERS	\$25,179.00
	Subtotal for Cost Center Water:	\$25,179.00
	Vendor Subtotal:	\$25,179.00
KUBWATER RESOURCES, INC	08190 ZETAG 7593 DRY POLYMER	\$5,398.90
	Subtotal for Cost Center Waste Water:	\$5,398.90
	Vendor Subtotal:	\$5,398.90
LISA'S SPIC N SPAN	391572 JANITORIAL	\$525.00
	391552 JANITORIAL	\$300.00
	Subtotal for Cost Center Balefill:	\$825.00
	391578 CLEAN AND PAING TRUCK BARN	\$350.00
	Subtotal for Cost Center Refuse Collection:	\$350.00
	Vendor Subtotal:	\$1,175.00
LYNETTE MCCARTNEY	RIN0029178 TISSUE, COFFEE FILTERS, SOAP	\$39.32
	Subtotal for Cost Center Waste Water:	\$39.32
	Vendor Subtotal:	\$39.32

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

MIKEL, HANNAH	0032361763 UTILITY REFUND	\$7.31
	Subtotal for Cost Center Water:	\$7.31
	Vendor Subtotal:	\$7.31
MOTOROLA SOLUTIONS	8230207172 MAINT ON INFRASTRUCTURE	\$3,725.99
	Subtotal for Cost Center Communications Center:	\$3,725.99
	Vendor Subtotal:	\$3,725.99
MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS	AP000179010119 METRO ETHERNET	\$1,003.55
	Subtotal for Cost Center Finance:	\$1,003.55
	Vendor Subtotal:	\$1,003.55
MUNICIPAL CODE CORP.	00323141 MUNI CODE SUPP NO. 69	\$290.22
	Subtotal for Cost Center City Attorney:	\$290.22
	00323141 MUNI CODE SUPP NO. 69	\$82.90
	Subtotal for Cost Center City Manager:	\$82.90
	00323141 MUNI CODE SUPP NO. 69	\$41.45
	Subtotal for Cost Center Engineering:	\$41.45
	00323141 MUNI CODE SUPP NO. 69	\$41.45
	Subtotal for Cost Center Planning:	\$41.45
	00323141 MUNI CODE SUPP NO. 69	\$124.35
	Subtotal for Cost Center Police:	\$124.35
	00323141 MUNI CODE SUPP NO. 69	\$41.46
	Subtotal for Cost Center Refuse Collection:	\$41.46
	00323141 MUNI CODE SUPP NO. 69	\$41.45
	Subtotal for Cost Center Water:	\$41.45
	Vendor Subtotal:	\$663.28
MUNICIPAL TREATMENT EQUIP. INC.	182226 VALLEY HILLS TANK MIXER	\$21,550.00
	Subtotal for Cost Center Water:	\$21,550.00

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

Vendor Subtotal: **\$21,550.00**

NANCY SARVER`

RIN0029206 REFUND INSURANCE OVERPAYMENT \$370.66
RIN0029206 REFUND INSURANCE OVERPAYMENT \$2.68
Subtotal for Cost Center Health Insurance: **\$373.34**

Vendor Subtotal: **\$373.34**

NATRONA COUNTY HEALTH DEPT.

0025691-IN FY19 1%#15 ONE CENT FUNDING \$22,727.50
Subtotal for Cost Center Capital Projects - City Mgr: **\$22,727.50**

Vendor Subtotal: **\$22,727.50**

NATRONA COUNTY OFFICES

1460 IMMUNIZATIONS \$481.00
Subtotal for Cost Center Metro Animal: **\$481.00**

Vendor Subtotal: **\$481.00**

NATRONA COUNTY PUBLIC LIBRARY FOUNDATION

RIN0029186 FY19 1%#15 ONE CENT FUNDING \$54,480.50
Subtotal for Cost Center Capital Projects - City Mgr: **\$54,480.50**

Vendor Subtotal: **\$54,480.50**

ONE CALL OF WY.

50617 DEC18 LOCATE TICKETS \$82.01
Subtotal for Cost Center Sewer: **\$82.01**

50617 DEC18 LOCATE TICKETS \$100.24
Subtotal for Cost Center Water: **\$100.24**

Vendor Subtotal: **\$182.25**

P-CARD VENDORS

00082972 HAWKINS INC - Purchase \$1,777.45
00082872 AMZN Mktp US M29XG4VC2 - Purch \$18.67
00082896 ARC SERVICES/TRAINING - Purcha \$252.00
00082922 URGENT CARE OF CASPER - Purcha \$120.00
Subtotal for Cost Center Aquatics: **\$2,168.12**

00083121 BAILEYS ACE HDWE - Purchase \$3.99
00083197 HERCULES INDUSTRIES CA - Purch \$440.76

Bills & Claims

01/09/2019 to 01/22/2019

00083006 source	\$233.84
00083006 SOURCE OFFICE - VITAL - Purcha	\$8.48
00083009 ALSCO INC. - Purchase	\$352.64
00083027 OREILLY AUTO #2746 - Purchase	\$57.97
00083039 VZWRLSS IVR VB - Purchase	\$40.01
00083055 URGENT CARE OF CASPER - Purcha	\$80.00
00083082 INT IN CLEAN CLUB 307 - Purch	\$84.38
00083089 MENARDS CASPER WY - Purchase	\$343.14
00083090 FASTENAL COMPANY01 - Purchase	\$517.02
00083094 BARGREEN WYOMING 25 - Purchase	\$21.31
00083099 INT IN CLEAN CLUB 307 - Purch	\$2,150.00
00083107 BAILEYS ACE HDWE - Purchase	\$38.97
00083109 WAL-MART #1617 - Purchase	\$25.91
00083113 CONOCO - HOMAX OIL SAL - Purch	\$70.92
00083124 DIAMOND VOGEL PAINT #7 - Purch	\$205.67
00083128 RMI WYOMING INC - Purchase	\$111.90
00083135 CASPER CONTRACTORS SUP - Purch	\$480.60
00083152 MENARDS CASPER WY - Purchase	\$67.96
00083154 BAILEYS ACE HDWE - Purchase	\$37.45
00083174 AHERN PAYMENT ON A - Purchase	\$357.47
00083183 BAILEYS ACE HDWE - Purchase	\$25.98
00083192 AIRGAS CENTRAL - Purchase	\$132.76
00083201 CASPER AUTO SUPPLY - Purchase	\$102.75
00083233 AmeriGas - Purchase	\$312.27
00083260 TRUGREEN CHEMLAWN - Purchase	\$950.00
00083268 AHERN RENTALS INC - Purchase	\$254.98
00083276 TRUGREEN CHEMLAWN - Purchase	\$1,687.20
00083286 WEAR PARTS INC - Purchase	\$197.80
00083172 IMLSS COLORADO - Purchase	\$739.29
00082870 SHERWIN-WILLIAMS 70896 - Purch	\$17.98
00082717 GRAINGER - Purchase	\$1,241.44
00082726 GRAINGER - Purchase	\$931.08
00082729 AIRGAS CENTRAL - Purchase	\$90.46
00082745 BARGREEN ELLINGSON #3 - Purcha	\$131.95
00082750 THE UNITED STATES COMP - Purch	\$1,069.00
00082753 MENARDS CASPER WY - Purchase	\$28.21
00082758 SAMSCLUB #6425 - Purchase	\$7.58
00082772 NORCO INC - Purchase	\$240.56
00082774 UNITED 01672337762933 - Pur	\$327.90
00082787 SAMS CLUB #6425 - Purchase	\$15.98
00082800 UNITED 01672337762922 - Pur	\$327.90
00082804 MENARDS CASPER WY - Purchase	\$144.65
00082805 FASTENAL COMPANY01 - Credit	-\$21.55
00082815 WYOMING STEEL, RECYC - Purchas	\$37.83
00082831 NORCO INC - Purchase	\$218.03

Bills & Claims

01/09/2019 to 01/22/2019

00082833 HENSLEY BATTERY&ELEC - Purchas	\$89.34
00082835 FASTENAL COMPANY01 - Purchase	\$20.52
00082846 HENSLEY BATTERY&ELEC - Credit	-\$83.94
00082879 OREILLY AUTO #2746 - Purchase	\$16.83
00082886 AIRGAS CENTRAL - Purchase	\$168.42
00082893 MENARDS CASPER WY - Purchase	\$319.53
00082900 WYOMING STEEL, RECYC - Purchas	\$2,722.50
00082936 BAILEYS ACE HDWE - Purchase	\$154.94
00082963 AIRGAS CENTRAL - Purchase	\$518.14
00082623 PIONEER MATERIALS WEST - Purch	\$154.20
00082747 CPU IIT - Purchase	\$1,393.00
00082766 DK HAULING INC - Purchase	\$120.00
00082683 BUILDERSFIRSTSOURCE641 - Purch	\$430.90
00082697 HENSLEY BATTERY&ELEC - Purchas	\$83.94
00082700 BEARING BELTCHAIN00244 - Purch	\$43.36
00082701 SAMSCLUB #6425 - Purchase	\$58.51
00082702 THE UNITED STATES COMP - Purch	\$1,069.00
00082712 OREILLY AUTO #2746 - Purchase	\$39.99
00082716 STAPLES 00114181 - Purch	\$49.96
00082194 FASTENAL COMPANY01 - Purchase	\$21.55
00082219 NORCO INC - Purchase	\$468.74
00082256 WYOMING STEEL, RECYC - Purchas	\$62.41
00082635 AIRGAS CENTRAL - Purchase	\$108.11
00082639 WYOMING STEEL, RECYC - Purchas	\$823.15
00082648 MURDOCHS RANCH &HOME # - Purch	\$209.99
00082661 AIRGAS CENTRAL - Purchase	\$198.48
00082674 TRACTOR SUPPLY CO #199 - Purch	\$85.86
00082680 AmeriGas - Purchase	\$1,336.17
00082545 HENSLEY BATTERY&ELEC - Purchas	\$104.70
00082576 TIRE PROFESSIONALS INC - Purch	\$45,600.00
00082613 EPG COMPANIES INC - Purchase	\$4,382.77
00082624 MENARDS CASPER WY - Purchase	\$57.99
00081933 WEAR PARTS INC - Purchase	\$12.60
00082264 TRACTOR SUPPLY CO #199 - Purch	\$85.98
00082353 MENARDS CASPER WY - Purchase	\$42.05
00082367 KLEEN RITE CORP - Purchase	\$31.44
00082373 MENARDS CASPER WY - Purchase	\$445.38
00082388 SOURCE OFFICE - VITAL - Purcha	\$183.60
00082406 MENARDS CASPER WY - Purchase	\$57.10
00082414 AIRGAS CENTRAL - Purchase	\$334.50
00082428 CONCORDANCE HEALTHCARE - Purch	\$5,470.32
00082432 TRACTOR SUPPLY CO #199 - Purch	\$96.95
00082435 CONCORDANCE HEALTHCARE - Purch	\$190.08
00082476 CASPER CONTRACTORS SUP - Purch	\$448.00
00082489 source office	\$522.44

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

00082524 WYOMING MACHINERY CO - Purchas	\$1,283.41
Subtotal for Cost Center Balefill:	\$84,975.33
00082973 CASPER WINNELSON CO - Purchase	\$540.00
00083163 GRAINGER - Purchase	\$89.64
00083169 CASPER WINNELSON CO - Purchase	\$201.51
00083185 GEORGE T SANDERS 20 - Purchase	\$40.92
00083215 GRAINGER - Purchase	\$109.51
00083226 MOUNTAIN WEST TECH - Purchase	\$620.00
00083240 BLOEDORN LUMBER CASPER - Purch	\$85.45
00083009 ALSCO INC. - Purchase	\$211.00
00082126 IMLSS COLORADO - Purchase	\$378.99
00082422 IMLSS COLORADO - Purchase	\$299.20
00082474 WOODWORKERS SUPPLY, I - Purcha	\$8.34
00082538 IMLSS COLORADO - Purchase	\$299.20
00082610 CRUM ELECTRIC SUPPLY C - Purch	\$10.85
00082693 CRESCENT ELECTRIC 103 - Purcha	\$8.16
00082703 CRUM ELECTRIC SUPPLY C - Purch	\$23.90
00082704 DIAMOND VOGEL PAINT #7 - Purch	\$38.59
00082934 ALBERTSONS #0060 - Purchase	\$6.49
00082951 DENNIS SUPPLY COMPANY - Purcha	\$145.78
00082966 CASPER WINAIR SUPPLY C - Purch	\$3.69
00083021 BAILEYS ACE HDWE - Purchase	\$7.59
00083064 NORCO INC - Purchase	\$465.37
00083066 THE HOME DEPOT #6001 - Purchas	\$114.96
00083073 BLOEDORN LUMBER CASPER - Purch	\$13.25
00083096 HERCULES INDUSTRIES CA - Purch	\$32.12
00083115 CASPER STAR TRIBUNE - Purchase	\$143.44
00083178 BLOEDORN LUMBER CASPER - Purch	\$89.99
00081770 GRAINGER - Purchase	\$224.24
00082344 DIAMOND VOGEL PAINT #7 - Purch	\$12.69
00082466 HERCULES INDUSTRIES CA - Purch	\$15.12
00082858 GRAINGER - Purchase	\$15.47
00082873 SHEET METAL SPECIALTIE - Purch	\$118.10
00082890 GRAINGER - Purchase	\$21.25
00082895 CASPER WINNELSON CO - Purchase	\$70.91
00082909 HERCULES INDUSTRIES CA - Purch	\$141.90
00082471 ENVISION ELECTRIC INC - Purcha	\$207.83
00082490 SHERWIN-WILLIAMS 70896 - Purch	\$43.60
00082584 MURDOCHS RANCH &HOME # - Purch	\$159.50
00082589 GEORGE T SANDERS 20 - Purchase	\$295.00
00082619 CRUM ELECTRIC SUPPLY C - Purch	\$253.64
00082630 MICHAELSFENCE&SUPPLYIN - Purch	\$43.25
00082714 CASPER WINNELSON CO - Purchase	\$44.93
00082793 LONG BLDG. TECHNOLOGIE - Purch	\$110.70

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

Subtotal for Cost Center Buildings & Structures:	\$5,766.07
00082616 CASPER STAR TRIBUNE - Purchase	\$172.00
00082616 CASPER STAR TRIBUNE - Purchase	\$172.00
Subtotal for Cost Center C.A.T.C.:	\$344.00
00083012 CASPER STAR TRIBUNE - Purchase	\$232.60
Subtotal for Cost Center Casper Events Center:	\$232.60
00083083 FEDEX 31287269 - Purchase	\$44.42
00083145 ATLAS OFFICE PRODUCTS - Purcha	\$23.88
00083017 NFPA NATL FIRE PROTECT - Purch	\$86.95
00083131 USPS PO 5715580945 - Purchase	\$1.00
00082950 VCN NATRONAREALESTATEC - Purch	\$6.75
00083049 TOP OFFICE PRODUCTS IN - Purch	\$218.68
Subtotal for Cost Center City Attorney:	\$381.68
00083228 ATLAS OFFICE PRODUCTS - Purcha	\$339.00
Subtotal for Cost Center City Clerk:	\$339.00
00082000 COMTRONIX - Purchase	\$78.00
00082547 ATLAS OFFICE PRODUCTS - Purcha	\$32.76
00082877 STAPLES 00114181 - Purch	\$49.90
00081736 USPS PO 5715580945 - Purchase	\$7.95
Subtotal for Cost Center City Manager:	\$168.61
00082081 VZWRLSS MY VZ VB P - Purchase	\$39.31
00081978 NETWORK FLEET. INC. - Purchase	\$227.40
Subtotal for Cost Center Code Enforcement:	\$266.71
00083261 DTV DIRECTV SERVICE - Purchase	\$84.99
00083216 I/O SOLUTIONS, INC. - Purchase	\$193.00
00082763 SOURCE OFFICE - VITAL - Credit	-\$141.96
00082992 CHARTER COMM - Purchase	\$81.08
00082996 AT&T 0512212711001 - Purcha	\$106.69
00083028 VZWRLSS IVR VB - Purchase	\$123.47
00082790 SOURCE OFFICE - VITAL - Purcha	\$361.14
00082913 GUS GLOBALSTAR USA - Purchase	\$184.23
00082941 INT IN POWDER RIVER S - Purch	\$72.50
Subtotal for Cost Center Communications Center:	\$1,065.14
00082770 DAYLIGHT DONUTS & YELL - Purch	\$14.48
00082084 CASPER STAR TRIBUNE - Purchase	\$1,954.60
00082102 CASPER STAR TRIBUNE - Purchase	\$149.52
00082118 CASPER STAR TRIBUNE - Purchase	\$717.60

Bills & Claims

01/09/2019 to 01/22/2019

00082134 CASPER STAR TRIBUNE - Purchase	\$1,198.60
00082713 WAL-MART #1617 - Purchase	\$6.42
00082732 SAMS CLUB #6425 - Purchase	\$57.92
Subtotal for Cost Center Council:	\$4,099.14
00082864 QUALITY OFFICE SOLUTIONS - CAR	\$438.93
00082871 QUALITY OFFICE SOLUTIONS - CAR	\$415.34
00082875 QUALITY OFFICE SOLUTIONS - CAR	\$299.47
00082528 ATLAS OFFICE PRODUCTS - Purcha	\$14.79
00082502 ATLAS OFFICE PRODUCTS - Purcha	\$25.37
00082525 ATLAS OFFICE PRODUCTS - Purcha	\$19.16
Subtotal for Cost Center Engineering:	\$1,213.06
00082081 VZWRLSS MY VZ VB P - Purchase	\$19.66
00082921 VZWRLSS IVR VB - Purchase	\$216.07
00082971 AP TECHNOLOGY - Purchase	\$625.00
00082652 ITRON INC - Purchase	\$2,525.93
00082792 ATLAS OFFICE PRODUCTS - Purcha	\$40.90
Subtotal for Cost Center Finance:	\$3,427.56
00082557 ARCHITECTURALGLAZINGCO - Purch	\$719.78
00081886 OLD CHICAGO ROCK SPRIN - Purch	\$15.91
Subtotal for Cost Center Fire:	\$735.69
00082081 VZWRLSS MY VZ VB P - Purchase	\$19.66
00081745 SQU SQ MAD TRANSPORTA - Purch	\$250.00
00081978 NETWORK FLEET. INC. - Purchase	\$18.95
00082045 KELLYS ALIGNMENT AND B - Purch	\$384.25
00082730 BEARING BELTCHAIN00244 - Credi	-\$7.73
00082754 CASPER TIRE 0000705 - Purchase	\$60.00
00082828 CAPITAL BUSINESS SYSTE - Purch	\$39.00
00082861 SQU SQ MAD TRANSPORTA - Purch	\$375.00
00082867 WYOMING MACHINERY CO - Purchas	\$319.76
00082868 INT IN ON THE HOOK LL - Purch	\$85.00
00082878 BEARING BELTCHAIN00244 - Purch	\$849.99
00082882 DECKER AUTO GLASS - Purchase	\$285.82
00082682 BEARING BELTCHAIN00244 - Purch	\$1,499.00
00082449 ATLAS OFFICE PRODUCTS - Purcha	\$17.61
00082513 NORCO INC SCRUBBS COM - Purcha	\$111.93
00082541 COMMUNICATION TECH-M - Purchas	\$298.33
00082564 SAFETY KLEEN SYSTEMS B - Purch	\$1,003.08
00082632 DAYTON TRANSMISSION LL - Purch	\$2,613.87
00082668 BEARING BELTCHAIN00244 - Purch	\$7.73
Subtotal for Cost Center Fleet Maintenance:	\$8,231.25

Bills & Claims

01/09/2019 to 01/22/2019

00082777 WWW.RESERVATIONS.COM - Purchas	\$14.99
00082801 HOTEL RESERVATIONS.COM - Purch	\$104.96
00082820 WWW.RESERVATIONS.COM - Purchas	\$14.99
00082821 HOTEL RESERVATIONS.COM - Purch	\$104.96
00082839 HOTEL RESERVATIONS.COM - Purch	\$104.96
00082840 WWW.RESERVATIONS.COM - Purchas	\$14.99
00083102 ATLAS OFFICE PRODUCTS - Purcha	\$93.34
00083117 ATLAS OFFICE PRODUCTS - Purcha	\$4.41
00083143 MURDOCHS RANCH &HOME # - Purch	\$54.99
00083162 ULINE SHIP SUPPLIES - Purcha	\$310.25
00083304 CNCIA PARKING - Purchase	\$10.00
00083321 BJS RESTAURANTS 438 - Purchase	\$38.31
00082958 ATLAS OFFICE PRODUCTS - Purcha	\$12.05
00082642 LA WEST TRAVEL CENTE - Credit	-\$0.86
00082587 ROOSTERS BREWING - 25T - Purch	\$37.59
00082612 LITTLE AMERICA WEST - Purchase	\$18.11
00082637 CAPPYS RESTAURANT - Purchase	\$25.16
00082647 BEST WESTERN - Purchase	\$104.51
00082666 BEST WESTERN - Purchase	\$104.51
Subtotal for Cost Center Fort Caspar:	\$1,172.22
00082220 PAYPAL DVD-BOETT - Purchase	\$141.58
Subtotal for Cost Center General - Fort Caspar:	\$141.58
00082791 DIAMOND VOGEL PAINT #7 - Purch	\$196.14
00083001 CHARTER COMM - Purchase	\$135.37
00083031 MOUNTAIN WEST TECH - Purchase	\$49.95
00082866 CASPER STAR TRIBUNE - Purchase	\$157.84
00082881 CASPER STAR TRIBUNE - Purchase	\$151.08
00082684 CITY TREASURER - Purchase	\$10.00
00082786 DELTA 00623516908490 - Pur	\$627.90
00082808 DELTA 00623516908486 - Pur	\$627.90
00082813 SUTHERLANDS 2219 - Purchase	\$58.81
00082822 DELTA 00623516908475 - Pur	\$627.90
00082826 GROWTH PRODUCTS - Purchase	\$7,460.00
Subtotal for Cost Center Golf Course:	\$10,102.89
00082919 THE HOME DEPOT #6001 - Credit	-\$27.98
00082939 NORCO INC - Purchase	\$258.78
00082977 RRS SKI RACING CATALOG - Purch	\$112.75
00083004 ID CARD GROUP - Purchase	\$89.02
00082598 WM SUPERCENTER #1617 - Purchas	\$104.94
00082672 WM SUPERCENTER #3778 - Purchas	\$7.96
00082725 ENERGY LABORATORIES - Purchase	\$218.00
00082785 INT IN KEYHOLE OUTDOO - Purch	\$1,152.90

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

00082809 BLAKEMAN PROPANE INC-M - Purch	\$612.15
00082844 COMTRONIX - Purchase	\$183.00
Subtotal for Cost Center Hogadon:	\$2,711.52
00083046 AMZN MKTP US MB6002CY1 - Purch	\$29.95
00083069 INTUIT IN PEDENS INC - Purch	\$90.00
00082888 DOLLAR TREE - Purchase	\$6.30
00082723 CPU IIT - Purchase	\$1,618.00
00082744 DOLLAR TREE - Purchase	\$54.60
Subtotal for Cost Center Human Resources:	\$1,798.85
00082918 RINK SYSTEMS INC - Purchase	\$277.51
00082993 WM SUPERCENTER #1617 - Purchas	\$34.02
00083007 SAMS CLUB #6425 - Purchase	\$50.94
00083013 SAMSCLUB #6425 - Purchase	\$7.92
00083022 MSC - Purchase	\$77.22
00083061 SAMSCLUB.COM - Purchase	\$277.71
00083122 BAILEYS ACE HDWE - Purchase	\$5.70
00083146 INT IN KOOL MIST CORP - Purch	\$196.09
00082275 STAPLES 00114181 - Purch	\$10.79
00082764 DOLLAR TREE - Purchase	\$5.00
00082776 SAMS CLUB #6425 - Purchase	\$7.92
00082798 INTUIT IN PEDENS INC - Purch	\$45.00
00082543 ADOBE PHOTOGRAPHY PLAN - Purcha	\$125.87
Subtotal for Cost Center Ice Arena:	\$1,121.69
00083199 APL APPLE ONLINE STORE - Purch	\$99.00
00083248 APL APPLE ONLINE STORE - Purch	\$4.95
00082814 ATLAS OFFICE PRODUCTS - Purcha	\$42.91
00082863 GOOGLE Play - Purchase	\$25.00
Subtotal for Cost Center Information Services:	\$171.86
00082664 CPU IIT - Purchase	\$186.00
Subtotal for Cost Center Information Technology:	\$186.00
00083127 VISTAPR VistaPrint.com - Purch	\$135.45
00083168 NOLAND FEED - Purchase	\$1,717.26
00083190 DECKER AUTO GLASS - Purchase	\$707.88
00083307 UNIFORM ADVANTAGE - Purchase	\$203.54
00081978 NETWORK FLEET. INC. - Purchase	\$151.60
00082953 NORCO INC - Purchase	\$149.32
00082968 WESTSIDE ANIMAL HOSPIT - Purch	\$286.64
00082605 WESTSIDE ANIMAL HOSPIT - Purch	\$187.00
Subtotal for Cost Center Metro Animal:	\$3,538.69

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

00081624 ADOBE CREATIVE CLOUD - Purcha	\$569.97
00081624 ADOBE CREATIVE CLOUD - Purcha	\$59.90
00082052 STAPLES DIRECT - Purchase	\$88.34
00082052 STAPLES DIRECT - Purchase	\$9.28
00082172 STAPLES 00114181 - Purch	\$5.69
00082172 STAPLES 00114181 - Purch	\$0.60
Subtotal for Cost Center Metropolitan Planning:	\$733.78

00082604 4TE DEWITT WATER SYSTE - Purch	\$43.40
00082548 ATLAS OFFICE PRODUCTS - Purcha	\$59.05
00082571 ATLAS OFFICE PRODUCTS - Purcha	\$55.93
00082622 AMZN MKTP US M20QD5AY0 - Purch	\$6.99
00082740 ATLAS OFFICE PRODUCTS - Purcha	\$3.46
00082832 ATLAS OFFICE PRODUCTS - Purcha	\$65.46
00083052 GRAB AND GO GOURMET - Purchase	\$82.95
Subtotal for Cost Center Municipal Court:	\$317.24

00083186 MOUNTAIN STATES LITHOG - Purch	\$1,231.50
00082653 THYSSENKRUPP-FORT COLL - Purch	\$355.00
00082656 THYSSENKRUPP-FORT COLL - Purch	\$1,093.00
Subtotal for Cost Center Parking:	\$2,679.50

00082811 R & R REST STOPS - Purchase	\$5,022.44
00083048 CASPER MONUMENT CO - Purchase	\$3,462.50
00083078 BAILEYS ACE HDWE - Purchase	\$11.95
00083106 AMZN MKTP US M28TV7UZ2 - Purch	\$16.95
00083157 STAPLES 00114181 - Purch	\$40.97
00083208 INTL SOC ARBORICULTURE - Purch	\$187.00
00083220 THE UPS STORE 2200 - Purchase	\$74.33
00083033 CASPER STAR TRIBUNE - Purchase	\$508.00
00083034 CASPER STAR TRIBUNE - Purchase	\$223.12
00082081 VZWRLSS MY VZ VB P - Purchase	\$137.78
00082262 STAPLS6924039995000 - Purchase	\$19.89
00081978 NETWORK FLEET. INC. - Purchase	\$126.80
00082869 HAJOCA KEENAN SUPP 25 - Purcha	\$53.50
00082912 MERBACK AWARDS COMPANY - Purch	\$75.00
00082923 WOODWORKERS SUPPLY, I - Credit	-\$26.06
00082937 WOODWORKERS SUPPLY, I - Purcha	\$24.76
00082940 WOODWORKERS SUPPLY, I - Purcha	\$26.00
00082961 STAPLS6924039995001 - Credit	-\$0.95
00082830 CPS DISTRIBUTORS INC M - Purch	\$2,016.00
00082651 VICTOR STANLEY INC - Purchase	\$3,778.00
00082856 THE HOME DEPOT #6001 - Purchas	\$26.36
Subtotal for Cost Center Parks:	\$15,804.34

Bills & Claims

01/09/2019 to 01/22/2019

00083258 ATLAS OFFICE PRODUCTS - Purcha	\$9.98
00083087 HOBBY-LOBBY #0233 - Purchase	\$16.73
00083141 CASPER STAR TRIBUNE - Purchase	\$206.32
00083292 CPU IIT - Purchase	\$988.00
00083040 ATLAS REPRODUCTION INC - Purch	\$27.00
00083063 RICOH USA, INC - Purchase	\$259.08
00082851 WALGREENS #7601 - Purchase	\$10.29
00082947 ATLAS OFFICE PRODUCTS - Purcha	\$61.80
Subtotal for Cost Center Planning:	\$1,579.20
00083242 TLO TRANSUNION - Purchase	\$111.80
00083254 WAL-MART #3778 - Credit	-\$32.07
00083256 E&F HOLDING CO. - Purchase	\$150.00
00083263 CHICK-FIL-A #03497 - Purchase	\$10.23
00083264 VOIANCE LLC - Purchase	\$18.81
00083269 CHICK-FIL-A #03497 - Purchase	\$10.56
00083274 FEDEX 91337861 - Purchase	\$117.99
00083277 First Watch Restaurant - Purch	\$16.15
00083280 FEDEX 91339849 - Purchase	\$42.41
00083281 EXPERIAN EXP PAY CC - Purchase	\$42.39
00083282 First Watch Restaurant - Purch	\$12.88
00082986 WM SUPERCENTER #3778 - Purchas	\$32.07
00083047 STAPLES 00114181 - Purch	\$49.99
00083079 STARBUCKS B LOW S DEN - Purcha	\$6.21
00083097 BONEFISH GRILL #8611 - Purchas	\$26.91
00083123 WM SUPERCENTER #3778 - Purchas	\$30.54
00083147 BONEFISH GRILL #8611 - Purchas	\$28.01
00083156 SARA LEE SANDWICH SHOP - Purch	\$6.64
00083173 SARA LEE SANDWICH SHOP - Purch	\$9.01
00083176 UNITED 01626064039471 - Pur	\$30.00
00083177 MAGGIANOS ST. LOUIS - Purchase	\$32.37
00083191 UNITED 01626064038373 - Pur	\$30.00
00083195 MAGGIANOS ST. LOUIS - Purchase	\$25.75
00083207 INT IN JERRY POST, PS - Purch	\$400.00
00083218 JACK IN THE BOX 4089 - Purchas	\$19.27
00083222 HOULIHANS #163 - Purchase	\$30.72
00083225 INT IN JERRY POST, PS - Purch	\$320.00
00083234 COCA COLA BOTTLING CO - Purcha	\$75.60
00083237 HOULIHANS #163 - Purchase	\$24.17
00081645 PAYPAL VISIONCOS - Purchase	\$198.99
00082321 UNITED 01626042979083 - Pur	\$30.00
00082322 STARBUCKS STORE 11483 - Purcha	\$21.30
00082335 MONROES BEACH BLVD - Purchase	\$53.84
00082352 STARBUCKS STORE 11483 - Purcha	\$21.83
00082357 CHEESECAKE JACKSONVILL - Purch	\$43.77

Bills & Claims

01/09/2019 to 01/22/2019

00081854 TED'S MONTANA GRIL - Purchase	\$68.48
00081954 FIVE GUYS CO 1695 QSR - Purcha	\$30.85
00081955 SPF45 - Purchase	\$29.40
00081976 VILLAGE INN #859 - Purchase	\$34.68
00081977 SPF45 - Purchase	\$3.58
00081979 WENDY'S - 9035 - Purchase	\$20.74
00082034 FAIRFIELD INN & SUITES - Purch	\$126.33
00082053 LOVE S COUNTRY00002204 - Purch	\$32.52
00082721 STAPLES 00114181 - Purch	\$52.27
00082741 BAILEYS ACE HDWE - Purchase	\$12.99
00083000 AT&T BILL PAYMENT - Purchase	\$7,104.55
00083018 E&F HOLDING CO. - Purchase	\$270.00
00083032 CPU IIT - Purchase	\$25.99
00083043 IACA - Purchase	\$395.00
00083044 SOURCE OFFICE - VITAL - Purcha	\$854.47
00083050 TOY TOWN - Purchase	\$26.24
00083062 IACA - Purchase	\$25.00
00083068 NORCO INC - Purchase	\$70.85
00083085 GALLS - Purchase	\$283.42
00083103 AMAZON.COM MB91U14W0 A - Purch	\$31.45
00083118 MERBACK AWARDS COMPANY - Purch	\$144.10
00083119 DOUGH ENTERPRISES LLC - Purcha	\$21.50
00083130 WARDROBE CLEANERS - Purchase	\$5.35
00082493 HAMPTON INN EVANSVILLE - Purch	\$89.93
00082559 PRISTINE AUTO SOLUTION - Purch	\$61.80
00082596 DELTA 00682017349370 - Pur	\$30.00
00082678 MYSTIC LAKE RESTAURANT - Purch	\$11.82
00082695 MYSTIC LAKE RESTAURANT - Purch	\$16.06
00082751 HOLIDAY STATIONS 0439 - Purcha	\$11.23
00082769 DELTA 00682981371951 - Pur	\$30.00
00082780 MILL CITY TAVERN - Purchase	\$21.34
00082789 MYSTIC LAKE RESTAURANT - Purch	\$18.26
00082795 BUDGET RENT-A-CAR - Purchase	\$311.86
00082816 MYSTIC LAKE RESTAURANT - Purch	\$13.96
00082817 NOLAND FEED - Purchase	\$76.90
00082834 MYSTIC LAKE RESTAURANT - Purch	\$18.26
00082853 SUPERAMERICA 04310 - Purchase	\$16.00
00082916 INT IN THE BLUE LINE - Purcha	\$298.00
00082920 AMZN MKTP US M246Y4852 - Purch	\$18.38
00082926 GOOGLE Google Storage - Purch	\$2.99
00082930 THE HOME DEPOT 6001 - Purchase	\$427.49
00082983 BUDGET RENT ACAR TOLLS - Purch	\$21.30
00082880 WAL-MART #3778 - Purchase	\$49.85
00082910 STAPLES 00114181 - Purch	\$10.49
00082924 Uniforms 2 Gear - Purchase	\$290.48

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

00082942 RESPOND FIRST AID OF W - Purch	\$64.74
00082533 HON ASI GUN HBF PAO MA - Purch	\$360.24
00082539 STARBUCKS C JAX - Purchase	\$12.18
00082585 BIG D # 19 - Purchase	\$22.08
00082696 SAMSCLUB #6425 - Purchase	\$123.51
00082718 FEDEX 91121567 - Purchase	\$22.92
00082752 THE RADAR SHOP - Purchase	\$4,613.00
00082755 MCDONALD'S F35665 - Purchase	\$37.12
00082773 WAL-MART #3778 - Purchase	\$13.76
00082779 PAYPAL POLICE JOBS - Purchase	\$80.00
00082783 HOBBY-LOBBY #0233 - Purchase	\$19.94
00082788 DOLLAR TREE - Purchase	\$14.00
00082810 ALBERTSONS #0062 - Purchase	\$5.18
Subtotal for Cost Center Police:	\$18,952.97
00082970 DELTA 00672354875710 - Pur	\$467.90
00082975 DELTA 00672354875721 - Pur	\$467.90
00082978 DELTA 00672354875706 - Pur	\$467.90
00082985 DELTA 00672354875732 - Pur	\$467.90
00083020 TACTICAL NIGHT VISION - Purcha	\$8,391.99
00082976 EAW INTERNATIONAL - Purchase	\$1,980.00
00082903 WM SUPERCENTER #1617 - Purchas	\$35.91
Subtotal for Cost Center Police Grants:	\$12,279.50
00083048 CASPER MONUMENT CO - Purchase	\$1,000.00
00082234 ATLAS OFFICE PRODUCTS - Purcha	\$9.05
00083084 URGENT CARE OF CASPER - Purcha	\$651.00
00082734 ATLAS OFFICE PRODUCTS - Purcha	\$4.61
00082849 ATLAS OFFICE PRODUCTS - Purcha	\$53.50
Subtotal for Cost Center Property & Liability Insurance:	\$1,718.16
00083101 AMZN Mktp US MB6FN0FD1 - Purch	\$56.52
00083110 SAMS CLUB #6425 - Purchase	\$30.42
00083166 SAMS CLUB #6425 - Purchase	\$15.20
00083181 SAMSCLUB #6425 - Purchase	\$140.34
00083262 MICHIGAN COMPANY - Purchase	\$92.35
00082865 USPS PO 5715580478 - Purchase	\$9.56
00082872 AMZN Mktp US M29XG4VC2 - Purch	\$18.66
00082872 AMZN Mktp US M29XG4VC2 - Purch	\$18.66
00082935 WM SUPERCENTER #1617 - Purchas	\$44.48
00082952 WM SUPERCENTER #1617 - Purchas	\$35.94
00083036 CPU IIT - Purchase	\$140.00
Subtotal for Cost Center Recreation:	\$602.13
00082980 FACEBK LY3SPLEKH2 - Purchase	\$29.71

Bills & Claims

01/09/2019 to 01/22/2019

00082989 BEARING BELTCHAIN00244 - Purch	\$9.29
00083009 ALSCO INC. - Purchase	\$265.20
00083042 CASPER TIRE 0000705 - Purchase	\$45.00
00083074 KISTLER TENT AND AWNIN - Purch	\$1,419.00
00083077 INDUSTRIAL SCREEN & MA - Purch	\$837.50
00083093 TRACTOR SUPPLY CO #199 - Purch	\$26.00
00083139 BAILEYS ACE HDWE - Purchase	\$13.63
00083151 CASPER TIRE 0000705 - Purchase	\$35.00
00083192 AIRGAS CENTRAL - Purchase	\$132.77
00083198 CMI-TECO - Purchase	\$789.82
00083206 CMI-TECO - Purchase	\$680.70
00083212 CMI-TECO - Purchase	\$1,025.46
00083232 CMI-TECO - Purchase	\$978.54
00083235 CMI-TECO - Purchase	\$3,791.32
00083249 CMI-TECO - Purchase	\$746.17
00083253 CMI-TECO - Purchase	\$937.17
00081978 NETWORK FLEET. INC. - Purchase	\$593.72
00082129 AMERI-TECH EQUIPMENT C - Purch	\$999.99
00082147 AMERI-TECH EQUIPMENT C - Purch	\$941.48
00082864 QUALITY OFFICE SOLUTIONS - CAR	\$58.53
00082871 QUALITY OFFICE SOLUTIONS - CAR	\$55.38
00082875 QUALITY OFFICE SOLUTIONS - CAR	\$39.93
00082736 SAMSCLUB #6425 - Purchase	\$88.65
00082799 CMI-TECO - Purchase	\$306.39
00082823 MSC INC. - Purchase	\$1,797.35
00082883 CMI-TECO - Purchase	\$802.99
00082885 CMI-TECO - Purchase	\$975.17
00082887 CMI-TECO - Purchase	\$5,807.25
00082889 CMI-TECO - Purchase	\$4,698.07
00082891 CMI-TECO - Purchase	\$557.31
00082892 CMI-TECO - Purchase	\$219.94
00082897 CMI-TECO - Purchase	\$47.50
00082899 CMI-TECO - Purchase	\$810.65
00082902 CMI-TECO - Purchase	\$160.76
00082906 CMI-TECO - Purchase	\$653.82
00082908 CMI-TECO - Purchase	\$878.33
00082911 CMI-TECO - Purchase	\$1,004.00
00082932 CASPER TIRE 0000705 - Purchase	\$35.00
00082943 AHERN RENTALS INC - Purchase	\$109.50
00082959 HARBOR FREIGHT TOOLS 3 - Purch	\$155.98
00082701 SAMSCLUB #6425 - Purchase	\$58.51
00082225 AMERI-TECH EQUIPMENT C - Purch	\$999.99
00082372 AMERI-TECH EQUIPMENT C - Purch	\$999.99
00082431 AMERI-TECH EQUIPMENT C - Purch	\$999.99
00082439 AMERI-TECH EQUIPMENT C - Purch	\$895.40

Bills & Claims

01/09/2019 to 01/22/2019

00082520 SOURCE OFFICE - VITAL - Purcha	\$100.89
00082617 CMI-TECO - Purchase	\$243.72
00082657 CASPER TIRE 0000705 - Purchase	\$105.00
00082609 INT IN C & C SUPPLY D - Purch	\$73.99
00082626 CASPER TIRE 0000705 - Purchase	\$60.00
00082346 CASPER TIRE 0000705 - Purchase	\$35.00
00082363 BAILEYS ACE HDWE - Purchase	\$18.29
00082366 BEARING BELTCHAIN00244 - Purch	\$299.95
00082418 BEARING BELTCHAIN00244 - Purch	\$64.98
00082425 MENARDS CASPER WY - Purchase	\$97.32
00082447 WYDSHELPDESK VCN - Purchase	\$82.50
Subtotal for Cost Center Refuse Collection:	\$38,695.49

00082860 CASPER CONTRACTORS SUP - Purch	\$37.80
00082862 BAILEYS ACE HDWE - Purchase	\$19.97
00082901 BAILEYS ACE HDWE - Purchase	\$5.58
00082904 MENARDS CASPER WY - Purchase	\$74.45
00082915 CMI-TECO - Credit	-\$13.77
00082927 CMI-TECO - Purchase	\$7.16
00082945 CMI-TECO - Purchase	\$13.77
00082980 FACEBK LY3SPLEKH2 - Purchase	\$88.85
00082982 MENARDS CASPER WY - Purchase	\$17.99
00082991 ALSCO INC. - Purchase	\$209.76
00083070 WAGNER'S OUTDOOR OUTFI - Purch	\$43.65
00083120 WAGNER'S OUTDOOR OUTFI - Purch	\$41.57
00083140 WAGNER'S OUTDOOR OUTFI - Credi	-\$43.65
00082081 VZWRLSS MY VZ VB P - Purchase	\$19.65
00081978 NETWORK FLEET. INC. - Purchase	\$56.85
00082864 QUALITY OFFICE SOLUTIONS - CAR	\$43.89
00082871 QUALITY OFFICE SOLUTIONS - CAR	\$41.53
00082875 QUALITY OFFICE SOLUTIONS - CAR	\$29.95
00082711 CRUM ELECTRIC SUPPLY C - Purch	\$86.88
Subtotal for Cost Center Sewer:	\$781.88

00083111 SONNYS RV SALES - Purchase	\$70.14
00083259 THE HOME DEPOT #6001 - Purchas	\$128.82
00082081 VZWRLSS MY VZ VB P - Purchase	\$19.66
00083010 CASPER STAR TRIBUNE - Purchase	\$218.38
00083014 DENVER INDUSTRIAL SALE - Purch	\$1,645.82
00083035 HOWARD SUPPLY COMPANY - Purcha	\$106.20
00083041 ALSCO INC. - Purchase	\$330.56
00081978 NETWORK FLEET. INC. - Purchase	\$487.65
00082907 MURDOCHS RANCH &HOME # - Purch	\$19.99
00082599 AIA INDUSTRIES LLC - Purchase	\$9,454.33
00082633 THE HOME DEPOT 6001 - Purchase	\$80.91

Bills & Claims

01/09/2019 to 01/22/2019

00082660 PERMABAND INC - Purchase	\$238.00
00082681 WEAR PARTS INC - Purchase	\$420.68
Subtotal for Cost Center Streets:	\$13,221.14
00082914 BAILEYS ACE HDWE - Purchase	\$34.58
00082994 BAILEYS ACE HDWE - Purchase	\$7.87
00082997 ALSCO INC. - Purchase	\$421.80
00083011 HONNEN EQUIPMENT 04 - Purchase	\$111.61
00083024 PACE ANALYTICAL SERVIC - Purch	\$30.00
00083075 TW ENTERPRISES - Purchase	\$118.56
00083076 ENERGY LABORATORIES - Purchase	\$97.00
00083104 LOUS GLOVES INC - Purchase	\$581.00
00083105 TFS FISHER SCI HUS - Purchase	\$41.95
00083144 FERGUSON ENT #3069 - Purchase	\$12.41
00083150 ATLAS OFFICE PRODUCTS - Purcha	\$115.87
00082081 VZWRLSS MY VZ VB P - Purchase	\$49.39
00081596 SQ SQ KIRST ENGINEER - Purch	\$4,185.50
00082468 SQ SQ KIRST ENGINEER - Credi	-\$197.55
00082894 WM SUPERCENTER #1617 - Purchas	\$36.94
00082933 USPS PO 5715580478 - Purchase	\$6.70
00082944 BLOEDORN LUMBER CASPER - Purch	\$283.98
00082981 TFS FISHER SCI HUS - Purchase	\$103.18
00082720 BEARING BELTCHAIN00244 - Purch	\$7.13
00082743 BEARING BELTCHAIN00244 - Credi	-\$7.73
00082762 GRAINGER - Purchase	\$21.02
00082781 RMI WYOMING INC - Purchase	\$57.65
00082784 GRAINGER - Purchase	\$290.88
00082836 FALCON ENVIRONMENTAL C - Purch	\$164.49
00082848 VZWRLSS IVR VB - Purchase	\$322.63
00082645 TFS THERMOASHEVILLE - Purchase	\$136.00
00082646 AIRGAS CENTRAL - Purchase	\$32.67
00082654 WESTERN WYOMING LOCK & - Purch	\$69.00
00082690 BAILEYS ACE HDWE - Purchase	\$55.96
00082705 BEARING BELTCHAIN00244 - Purch	\$7.73
Subtotal for Cost Center Waste Water:	\$7,198.22
00083057 CORE & MAIN LP 518 - Purchase	\$8,569.00
00083095 NORCO INC - Purchase	\$175.19
00083108 PACIFIC HIDE AND FUR # - Purch	\$235.49
00083133 PACIFIC HIDE AND FUR # - Purch	\$16.04
00083153 ALL OUT FIRE EXTINGUIS - Purch	\$935.00
00083200 CASPER CONTRACTORS SUP - Purch	\$42.66
00083219 USPS PO 5715580945 - Purchase	\$24.70
00083224 TOP OFFICE PRODUCTS IN - Purch	\$146.02
00083251 POLLARDWATER.COM #3325 - Purch	\$360.03

Bills & Claims

01/09/2019 to 01/22/2019

00082081 VZWRLSS MY VZ VB P - Purchase	\$65.58
00083038 CORE & MAIN LP 518 - Purchase	\$558.73
00081978 NETWORK FLEET. INC. - Purchase	\$170.55
00082864 QUALITY OFFICE SOLUTIONS - CAR	\$43.89
00082871 QUALITY OFFICE SOLUTIONS - CAR	\$41.53
00082875 QUALITY OFFICE SOLUTIONS - CAR	\$29.94
00082855 PIZZA HUT #240 - Purchase	\$34.22
00082874 BEARING BELTCHAIN00244 - Purch	\$16.14
00082876 WATERWORKS IND 2697 - Purchase	\$181.97
00082884 SQ SQ ATLANTIC ELECT - Purch	\$1,007.95
00082898 USPS PO 5762700491 - Purchase	\$1.63
00082905 BEARING BELTCHAIN00244 - Purch	\$4.02
00082917 WEAR PARTS INC - Purchase	\$8.93
00082931 HOSE & RUBBER SUPPLY C - Purch	\$45.53
00082954 ROCKY MOUNTAIN AIR SOL - Purch	\$21.10
00082962 SUTHERLANDS 2219 - Purchase	\$19.16
00082965 BEARING BELTCHAIN00244 - Purch	\$4.45
00082602 MSPS - Purchase	\$6,166.76
00082611 CORE & MAIN LP 518 - Purchase	\$2,323.22
00082675 MENARDS CASPER WY - Purchase	\$129.99
00082709 ENERGY LABORATORIES, I - Purch	\$374.00
00082742 MENARDS CASPER WY - Purchase	\$40.40
00082765 NORCO INC - Purchase	\$187.96
00082778 DANA KEPNER CO. - Purchase	\$73.83
00082812 PACIFIC HIDE AND FUR # - Purch	\$118.58
00082847 71 SOIL AND STONE - Purchase	\$2,033.10
00082491 USPS PO 5715580945 - Purchase	\$2.71
Subtotal for Cost Center Water:	\$24,210.00
00083204 COASTAL CHEMICAL CO LL - Purch	\$125.36
00083223 ATLAS OFFICE PRODUCTS - Purcha	\$16.08
00083255 DANA KEPNER CO. - Purchase	\$443.50
00083056 ATLAS OFFICE PRODUCTS - Purcha	\$152.65
00083071 ENERGY LABORATORIES - Purchase	\$231.00
00083080 ALL OUT FIRE EXTINGUIS - Purch	\$120.00
00083112 NORCO INC - Purchase	\$25.00
00083158 DANA KEPNER CO. - Purchase	\$9.50
00083171 UPS 0000008F045W019 - Purchase	\$78.65
00083180 DANA KEPNER CO. - Purchase	\$168.80
00083182 BOBCAT OF CASPER - Purchase	\$93.75
00083184 XEROX CORPORATION/RBO - Purcha	\$211.64
00082081 VZWRLSS MY VZ VB P - Purchase	\$19.66
00082929 ALBERTSONS #0060 - Purchase	\$29.96
00082946 ATLAS OFFICE PRODUCTS - Purcha	\$38.85
00082949 ATLAS OFFICE PRODUCTS - Purcha	\$103.20

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

00082960 ENERGY LABORATORIES - Purchase	\$290.00
00082995 ALSCO INC. - Purchase	\$145.08
00082715 HOSE & RUBBER SUPPLY C - Purch	\$8.15
00082728 COASTAL CHEMICAL CO LL - Purch	\$47.96
00082737 CASPER CONTRACTORS SUP - Purch	\$12.35
00082825 DIAMOND VOGEL PAINT #7 - Purch	\$6.50
00082757 HARBOR FREIGHT TOOLS 3 - Purch	\$13.98
Subtotal for Cost Center Water Treatment Plant:	\$2,391.62

Vendor Subtotal: **\$275,524.43**

PEPSI COLA OF CASPER

2105002582 CREDIT	-\$100.00
2199057710 PRODUCT	\$500.90
Subtotal for Cost Center Ice Arena:	\$400.90

Vendor Subtotal: **\$400.90**

PETERBILT OF WY.

N2061 SINGLE AXLE TRUCK W/DUMP BODY	\$88,467.00
Subtotal for Cost Center Parks:	\$88,467.00

Vendor Subtotal: **\$88,467.00**

PILLAR STRUCTURAL ENGINEERING

4042 QUONSET BLDG FOR COMPACTORS	\$1,138.75
Subtotal for Cost Center Balefill:	\$1,138.75

Vendor Subtotal: **\$1,138.75**

POSTAL PROS SOUTHWEST INC

5718 UTILITY BILLING FEES	\$2,764.09
Subtotal for Cost Center Finance:	\$2,764.09

Vendor Subtotal: **\$2,764.09**

POWDER RIVER CONSTRUCTION INC

RIN0029187 RETAINAGE 15-41	-\$5,423.67
RIN0029196 RETAINAGE TO JT ACCT 15-41	\$5,423.67
Subtotal for Cost Center Capital Projects - Parks:	\$0.00

RIN0029187 #15-041 ROBERTSON RD SOUTH PA	\$85,336.00
RIN0029187 #15-041 ROBERTSON RD SOUTH PA	\$21,334.00
RIN0029187 ROBERTSON RD SOUTH PATHWAY 15-	\$24,211.33
Subtotal for Cost Center Parks:	\$130,881.33

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

Vendor Subtotal: **\$130,881.33**

PROFORCE LAW ENFORCEMENT

364331 GLOCK 9MM W/MAGS \$4,499.00
Subtotal for Cost Center Police Grants: **\$4,499.00**

Vendor Subtotal: **\$4,499.00**

RAILROAD MGMT CO III, LLC

385055 42-IN SEWER LINE CROSSING \$235.41
Subtotal for Cost Center Waste Water: **\$235.41**

Vendor Subtotal: **\$235.41**

RICHARD YOUNG

RIN0029209 TRAVEL EXPENSES \$441.06
Subtotal for Cost Center Fort Caspar: **\$441.06**

Vendor Subtotal: **\$441.06**

ROCKY MOUNTAIN POWER

AP000149010219 ELECTRICITY \$4,436.73
Subtotal for Cost Center Aquatics: **\$4,436.73**

RIN0029190 LANDFILL REMEDIATION PROGRAM \$588.60
Subtotal for Cost Center Balefill: **\$588.60**

AP000150010319 ELECTRICITY \$157.27
Subtotal for Cost Center Cemetery: **\$157.27**

AP000151010219 ELECTRICITY \$2,869.98
AP000151010219 ELECTRICITY \$1,084.64
AP000151010219 ELECTRICITY \$72.71
AP000151010219 ELECTRICITY \$1,050.45
Subtotal for Cost Center City Hall: **\$5,077.78**

AP000245010219 ELECTRICITY \$263.30
Subtotal for Cost Center Communications Center: **\$263.30**

AP000155010319 ELECTRICITY \$2,705.88
AP000240010219 ELECTRICITY \$1,053.76
Subtotal for Cost Center Fire: **\$3,759.64**

AP000154010319 ELECTRICITY \$3,480.00

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

Subtotal for Cost Center Fleet Maintenance:	\$3,480.00	
AP000156010219 ELECTRICITY	\$638.78	
Subtotal for Cost Center Fort Caspar:	\$638.78	
AP000157010419 ELECTRICITY	\$3,010.56	
Subtotal for Cost Center Golf Course:	\$3,010.56	
AP000158010219 ELECTRICITY	\$12,201.06	
AP000235010219 ELECTRICITY	\$5,222.73	
Subtotal for Cost Center Hogadon:	\$17,423.79	
AP000159010219 ELECTRICITY	\$5,708.30	
Subtotal for Cost Center Ice Arena:	\$5,708.30	
AP000160010319 ELECTRICITY	\$914.53	
Subtotal for Cost Center Metro Animal:	\$914.53	
AP000244122818 ELECTRICITY	\$74.35	
AP000180010319 ELECTRICITY	\$3,751.32	
Subtotal for Cost Center Parks:	\$3,825.67	
AP000162010319 ELECTRICITY	\$77.14	
Subtotal for Cost Center Police:	\$77.14	
AP000152010219 ELECTRICITY	\$3,436.88	
Subtotal for Cost Center Recreation:	\$3,436.88	
AP000239123118 ELECTRICITY	\$74.05	
AP000163010319 ELECTRICITY	\$432.30	
Subtotal for Cost Center Sewer:	\$506.35	
AP000241010319 ELECTRICITY	\$83.34	
Subtotal for Cost Center Streets:	\$83.34	
AP000166010319 ELECTRICITY	\$24,666.14	
Subtotal for Cost Center Waste Water:	\$24,666.14	
Vendor Subtotal:	\$78,054.80	
SHEET METAL SPECIALTIES, INC.	RIN0029188 RETAINAGE RELEASE 17-070	\$2,835.00
	Subtotal for Cost Center Waste Water:	\$2,835.00
Vendor Subtotal:		\$2,835.00

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

SMARSH, INC	AP000177123118 INV00448349 ARCHIVING SVS	\$1,716.00
	Subtotal for Cost Center Finance:	\$1,716.00
	Vendor Subtotal:	\$1,716.00
STACE RYDEN	3792551 TRAINING	\$100.00
	Subtotal for Cost Center Water Treatment Plant:	\$100.00
	Vendor Subtotal:	\$100.00
STATE OF WY. - DEPT. OF AGRICULTURE	RIN029181 ANNUAL SCALES LICENSE	\$25.00
	Subtotal for Cost Center Balefill:	\$25.00
	Vendor Subtotal:	\$25.00
STATE OF WY. - DEPT. OF REVENUE	DECEMBER 2018 SALES TAX DECEMBER 2018	\$8.55
	Subtotal for Cost Center Aquatics:	\$8.55
	DECEMBER 2018 SALES TAX DECEMBER 2018	\$20.35
	Subtotal for Cost Center Balefill:	\$20.35
	RIN0029207 QUARTERLY SALES TAX REPAYMENT	\$38,669.43
	Subtotal for Cost Center Capital Projects:	\$38,669.43
	DECEMBER 2018 SALES TAX DECEMBER 2018	\$127.44
	Subtotal for Cost Center Fort Caspar:	\$127.44
	RIN0029207 QUARTERLY SALES TAX REPAYMENT	\$46,387.68
	Subtotal for Cost Center General fund:	\$46,387.68
	DECEMBER 2018 SALES TAX DECEMBER 2018	\$355.44
	Subtotal for Cost Center Ice Arena:	\$355.44
	DECEMBER 2018 SALES TAX DECEMBER 2018	\$22.86
	Subtotal for Cost Center Recreation:	\$22.86
	Vendor Subtotal:	\$85,591.75
STELLAR PROGRAMMING &	2462 CR DATABASE	\$1,000.00

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

CONSULTING	2468 CR DATABASE UPKEEP	\$1,125.00
	Subtotal for Cost Center Refuse Collection:	\$2,125.00
	Vendor Subtotal:	\$2,125.00
STEVENS ENGINEERS INC	1006 ICE ARENA CHILLER SYSTEM REPL	\$1,600.00
	RIN0029191 15-058 AMENDMENT 2 ICE ARENA	\$2,838.00
	Subtotal for Cost Center Casper Ice Arena:	\$4,438.00
	Vendor Subtotal:	\$4,438.00
STEWART, KASEY	0032361761 UTILITY REFUND	\$12.49
	Subtotal for Cost Center Water:	\$12.49
	Vendor Subtotal:	\$12.49
SYLVIA GOULD	RIN0029208 UTILITY REFUND	\$423.50
	Subtotal for Cost Center Water:	\$423.50
	Vendor Subtotal:	\$423.50
TAMMY DOMINGUEZ	6528 TRANSLATOR FOR CLUB HOUSE MEMO	\$25.00
	Subtotal for Cost Center Parks:	\$25.00
	Vendor Subtotal:	\$25.00
THE WOLCOTT GALLERIA	2271 EVENT RENTAL	\$497.50
	Subtotal for Cost Center Human Resources:	\$497.50
	Vendor Subtotal:	\$497.50
THIRTY THREE MILE ROAD IMPROVEMENT & SVS DIST	RIN0029205 33 MILE SEWER FLUSHING WATER	\$234.64
	Subtotal for Cost Center Sewer:	\$234.64
	Vendor Subtotal:	\$234.64
TOP OFFICE PRODUCTS	171671 COPY CHARGE MX-305V DEC2018	\$187.80
	Subtotal for Cost Center Waste Water:	\$187.80

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

Vendor Subtotal: **\$187.80**

TOWNSQUARE MEDIA

743615-1 ADVERTISING \$915.00

Subtotal for Cost Center Police Grants: **\$915.00**

Vendor Subtotal: **\$915.00**

TRETO CONST.

RIN0029185 RETAINAGE RELEASE \$13,954.25

RIN0029195 RETAINAGE RELEASE COLUMBINE ST \$27,948.35

Subtotal for Cost Center Capital Projects - Engineering: **\$41,902.60**

FMII-004 15TH & MCKINLEY INTERSECTION \$13,750.00

Subtotal for Cost Center Streets: **\$13,750.00**

Vendor Subtotal: **\$55,652.60**

TRIHYDRO CORP.

0137905 CITIZEN SCIENTIST \$2,126.00

Subtotal for Cost Center Refuse Collection: **\$2,126.00**

Vendor Subtotal: **\$2,126.00**

TROJANS FC

100A LITTER PICKUP \$1,760.00

Subtotal for Cost Center Balefill: **\$1,760.00**

Vendor Subtotal: **\$1,760.00**

UNIVERSITY OF WY.- COOPERATIVE EXTENSION SVC.

RIN0029211 HOFFMAN SALARY INVOICE \$25,136.00

Subtotal for Cost Center Weed And Pest: **\$25,136.00**

Vendor Subtotal: **\$25,136.00**

VISION SVC. PLAN

806219593 Benefits Payable \$1,133.80

Subtotal for Cost Center Health Insurance: **\$1,133.80**

Vendor Subtotal: **\$1,133.80**

WARDWELL WATER &

RIN0029165 BOOSTER IRRIGATION \$14.00

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

SEWER DISTRICT	Subtotal for Cost Center Water Treatment Plant:	\$14.00
	Vendor Subtotal:	\$14.00
WESTERN PLAINS LANDSCAPING	RIN0029183 RETAINAGE TO JT. ACCT 14-070	\$725.00
	Subtotal for Cost Center Capital Projects - Engineering:	\$725.00
	Vendor Subtotal:	\$725.00
WESTERN PLAINS LANDSCAPING LLC.	20549 MARION KREINER SPLASH PAD 14-0	\$7,871.67
	20549 MARION KREINER SPLASH PAD 14-0	\$52,870.28
	Subtotal for Cost Center Aquatics:	\$60,741.95
	20549 RETAINAGE	-\$725.00
	Subtotal for Cost Center Capital Projects - Aquatics:	-\$725.00
	Vendor Subtotal:	\$60,016.95
WESTERN WATER CONSULTANTS, INC.	182770001 LANDFILL EQUIPMENT GPS 16-047	\$1,150.00
	Subtotal for Cost Center Balefill:	\$1,150.00
	181090006 MIDWEST AVE RECONST - DAVID TO	\$88.68
	Subtotal for Cost Center Sewer:	\$88.68
	181090006 MIDWEST AVE RECONST - DAVID TO	\$4,027.29
	Subtotal for Cost Center Streets:	\$4,027.29
	181090006 MIDWEST AVE RECONST - DAVID TO	\$554.58
	Subtotal for Cost Center Water:	\$554.58
	Vendor Subtotal:	\$5,820.55
WLC ENGINEERING - SURVEYING - PLANNING	2018-11257 MPO 18- 03 CONTROL POINT	\$1,137.87
	2018-11257 MPO 18- 03 CONTROL POINT	\$10,827.13
	Subtotal for Cost Center Metropolitan Planning:	\$11,965.00
	Vendor Subtotal:	\$11,965.00
WY. DEPT. OF TRANSPORTATION	0000106237 #17-085 POPLAR ST BRIDGE/BNSF	\$4,088.84
	Subtotal for Cost Center Parks:	\$4,088.84

Bills & Claims

City of Casper

01/09/2019 to 01/22/2019

TRANSACTION

00000105454 09-027 BRYAN STOCK TRAIL \$398.67
Subtotal for Cost Center Streets: \$398.67

Vendor Subtotal: \$4,487.51

WY. SYMPHONY ORCHESTRA

44519 FY19 1%#15 ONE CENT FUNDING \$10,255.15
Subtotal for Cost Center Capital Projects - City Mgr: \$10,255.15

Vendor Subtotal: \$10,255.15

WY. WATER DEVELOPMENT COMMISSION

2019CASPER01 ANNUAL WATER PURCHASE \$9,750.00
Subtotal for Cost Center Water: \$9,750.00

Vendor Subtotal: \$9,750.00

WYOMING DOOR

8463 LABOR INSTALL RECEIVER AND CON \$280.00
Subtotal for Cost Center Balefill: \$280.00

Vendor Subtotal: \$280.00

WYOMING SENIOR CITIZENS INC

RIN0029169 FY19 1%#15 ORPHANED AGENCY \$4,702.95
Subtotal for Cost Center Capital Projects - City Mgr: \$4,702.95

Vendor Subtotal: \$4,702.95

ZUNESIS, INC.

CASP-121118 HPE FOUNDATION MAINTNEANCE \$4,090.63
Subtotal for Cost Center Information Services: \$4,090.63

Vendor Subtotal: \$4,090.63

Grand Total \$2,722,046.79

Approved By

On

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 01/22/19

Payroll Disbursements

1/10/19	CITY & FIRE PAYROLL	\$	1,335,311.38
10/10/19	BENEFITS & DEDUCTIONS	\$	275,287.83

Total Payroll \$ 1,610,599.21

Additional Fees



Total Fees \$ -

Additional Accounts Payable

1/3/19	Prewrits - utility refunds/premium refunds/travel expenses		
	Kalynn Averett	\$	44.28
	Kyleigh Beeson	\$	9.31
	Dennis Goehring	\$	91.20
	Thea Ford	\$	45.13
	Warren/Laura Gamble	\$	44.81
	Lacie Henry	\$	52.54
	Jeremy Tremel	\$	37.42
	Dennis Langdon	\$	64.01
	Larry Ramsey	\$	815.88
	Cameron P. Leaf	\$	22.49
	Luis Caballero	\$	45.22
	Robert Schulenberg	\$	1,548.92
	Ryan Parker	\$	69.99
	Law office of Hampton M Young Jr PC	\$	5,400.00
1/4/19	Global Spectrum - Breakfast w/Santa	\$	190.30
	Global Spectrum - Sound of Music advance	\$	55,000.00
1/22/19	Tyler Technologies	\$	2,100.00

Total Additional AP \$ 65,581.50

January 4, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Andrew Beamer, Public Services Director 
SUBJECT: An Ordinance Amending Section 10.24.010 of the Casper Municipal Code

Meeting Type & Date:
Regular Council Meeting
January 22, 2019

Action Type
Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish February 5, 2019 as the Public Hearing date and 1st Reading for an amendment to Section 10.24.010 of the Casper Municipal Code.

Summary

Wyoming State Statutes specify maximum speed limits on roadways, limiting speeds to 30-mph in residential areas and 20-mph in appropriately signed school zones. The City of Casper has adopted the 30-mph speed limit as the default speed limit for all locations unless posted otherwise. Statutes also allow local authorities to establish speed limits in their jurisdiction that differ from the statutes as long as they are consistent with national practices. Underlying all speed limits is the requirement that drivers operate their vehicles at a speed that is reasonable and prudent for conditions.

The Wyoming Medical Center is Casper's only nonprofit, full-service acute care hospital, and serves people from all over Wyoming. Their main campus is located off East 2nd Street and is bordered to the east by Conwell Street, to the south by East 3rd Street, and to the west by South Jackson Street. As with much of Casper, the default speed limit around the campus is 30-mph. An advisory speed limit sign of 20-mph is posted on Conwell Street for north-bound traffic.

A speed study was conducted around the Wyoming Medical Center campus to determine if data supported a proposal to lower the speed limit from 30-mph to 20-mph. Taking into consideration roadway geometry and traffic characteristics, crash history, and observed and measured vehicle speeds, a speed limit is generally established at the speed at which 85 percent of traffic is travelling at or below. Studies have shown that establishing the speed at this threshold yields the lowest crash risk. Establishing speeds at this limit also reflect the judgment of the majority of the drivers as to what is reasonable and prudent given traffic and roadway conditions.

On the basis of the reported crash history and the prevalent pedestrian activity and ambulance traffic on Conwell Street around the hospital, the speed study supports the proposal to lower the speed limit around the Wyoming Medical Center campus from 30-mph to 20-mph. As such, the Casper Municipal Code is proposed to be amended as follows:

“C” of Ordinance 10.24.010 is created to read as follows:

- C. South Conwell Street from East 1st Street to East 5th Street;
East 2nd Street from South McKinley 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.

Financial Considerations

Change in signage – anticipate \$800.00 – approximation

Attachments

Ordinance

Existing Code Section 10.24.010

Oversight/Project Responsibility

Andrew Beamer, Public Services Director

ORDINANCE NO. ____

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 McKinley 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.

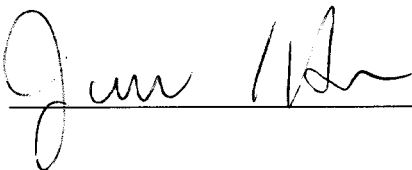
This Ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on 1st reading the ____ day of _____, 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

Chapter 10.24 - SPEED LIMITS AND SPEED ZONES

10.24.010 - Twenty mile per hour speed zones.

The following areas shall be designated as twenty mile per hour speed zones:

- A. Beginning at the point of intersection of "E" Street with Center Street, which is the northwesterly corner of the area described, thence easterly along the northern border of "E" Street extended in an easterly direction to the imaginary intersection of Park Street, thence southerly along the eastern border of Park Street to 3rd Street, thence westerly along the southern border of 3rd Street to Collins Drive; thence westerly along the southern border of Collins Drive to Durbin Street; thence southerly along the eastern border of Durbin Street to 6th Street, thence westerly along the southern border of 6th Street to Ash Street, thence northerly along the western border of Ash Street to Midwest Avenue, thence westerly to the west edge of Spruce Street, thence to the extended projection of the intersection of Spruce Street with West "C" Street and West 1st, thence northerly along the west side of West "C" Street to West "BC" Street to the extended intersection of West "BC" Street with Center Street, thence northerly along the western border of Center Street to the point of beginning;
- B. Columbine from Daffodil to Honeysuckle.

(Ord. 12-00 § 1, 2000; Ord. 2-88 (part); Ord. 88-87, 1987; prior code § 24-30)

(Ord. No. 22-09, § 1, 11-3-2009)

10.24.015 - Twenty-five mile per hour speed zones.

The following area shall be designated as a twenty-five mile per hour speed zone:

- A. Beginning at the point of intersection of Mariposa and Ridgecrest Drive, traveling northwest on Ridgecrest Drive to the point of intersection with West 25th Street, and traveling on West 25th Street to the point of intersection with O'dell Avenue.

(Ord. 27-99 § 1, 1999)

10.24.020 - Forty mile per hour speed zones.

The following areas shall be designated as forty mile per hour speed zones:

- A. Bryan Stock Trail from K Street to Amoco Road.

(Ord. 2-88 (part), 1988: prior code § 24-30(1))

10.24.030 - Regulation of speed limits and zones for alleys.

The posted speed limit for alleys shall be fifteen miles per hour. "Alleys" shall be defined as a minor private or public thoroughfare, other than a dedicated half street, which is less than thirty feet wide which the rear of land or building lots generally abut, and which affords a secondary means of vehicular access to the land, building or lots.

(Ord. 14-94 § 1, 1994)

January 9, 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 rezone of Lots 4-6, Block 19, Wyoming Industrial Park Addition.

Meeting Type & Date:

Regular Council Meeting, January 22, 2019.

Action Type:

Establish date of public hearing.

Recommendation:

That Council, by minute action, establish February 5, 2019 as the date of public hearing for consideration of an Ordinance approving a rezone of Lots 4-6, Block 19, Wyoming Industrial Park Addition from PUD (Planned Unit Development) to M-1 (Limited Industrial).

Summary:

Advanced Wall Systems has requested a zone change of their properties, Lots 4-6, Block 19, Wyoming Industrial Park Addition, from PUD (Planned Unit Development) to M-1 (Limited Industrial). The properties being rezoned are located directly south of the intersection of Foster Road and Salt Creek Highway. Surrounding zoning is a mix of PUD (Planned Unit Development) and M-1 (Limited Industrial), and land uses in the immediate area are primarily industrial, with the exception of the Natrona County Detention Facility, located directly to the north. In researching the history of the PUD (Planned Unit Development) zoning of the area, staff found that the subject property, along with the surrounding area, was annexed into the City in 1981 as a platted, and semi-developed subdivision that was previously created in the County. The annexation ordinance did not establish City zoning for the properties, as would always happen with an annexation today; therefore, it is assumed that the property was most likely zoned PUD (Planned Unit Development) by Natrona County, and that zoning classification was automatically adopted by the City.

Under City requirements, when a property is zoned PUD (Planned Unit Development), a relatively complex and detailed development/site plan is required to be submitted and approved concurrently, and a minimum of fifteen to twenty percent (15% - 20%) of the land must be set aside as "usable open space." What can be considered usable open space is specifically defined in the Code, and includes, as examples, such amenities as trails, pathways, outdoor recreational fields, basketball courts, picnic areas, conservancies, etc. The intent of the PUD (Planned Unit Development) zoning classification is to allow flexibility with regard to development regulations such as lot sizes, minimum setbacks, building heights, maximum densities, or other physical requirements, with the tradeoff (City benefit) being the preservation of open space, and the provision of amenities for residents/property owners in the development. In past experience the PUD (Planned Unit Development) zoning district has instead been utilized as a workaround with regard to meeting

certain City Code requirements with no clear public benefit realized. For instance, if a developer didn't wish to construct City streets to normal City standards, such as was the case on the east side of Casper in the Centennial Hills development, a developer can apply for PUD (Planned Unit Development) zoning, and propose alternate designs not normally permitted under standard zoning.

Regarding the subject property in this case, it is an oddity to have a property in the City that is zoned PUD (Planned Unit Development) with no approved development plan associated with it; and therefore, no established development guidelines or specified permitted land uses. The applicant plans to develop the vacant portion of their property (Lot 4) as a standard industrial, warehouse project. In order to do so, under the current PUD (Planned Unit Development) zoning, they would be required to seek approval of a complex and detailed development plan from both the Planning and Zoning Commission and the City Council, in addition to setting aside a large portion of the property as usable open space. Planning Division staff agrees with the applicant that PUD (Planned Unit Development) zoning of the property is unnecessary and burdensome for this type of development, in this particular location, and that the property would be more appropriately zoned M-1 (Limited Industrial), as much of the surrounding area is currently zoned. M-1 (Limited Industrial) zoning allows most commercial, office, warehouse, and light industrial-type uses; however, it does not permit any residential uses by right. The PUD (Planned Unit Development) zoning district allows any conceivable land use, including residential, industrial, or commercial, subject to the approval of a development plan by the City Council.

Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported by the document. The Comprehensive Land Use Plan is the City's land use and development policy document that describes the values and ideals expressed by the community for its future during an exhaustive public input process. As was the case with the 2000 Comprehensive Land Use Plan, the Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The subject properties are in an area designated by the FLU as a "Community Center." In that the entire industrial park is designated as such, with no differing land use designations shown, a zone change to M-1 (Limited Industrial) would be considered to be appropriate in this case.

The Planning and Zoning Commission voted to unanimously support the rezone after a public hearing on December 13, 2018. 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.

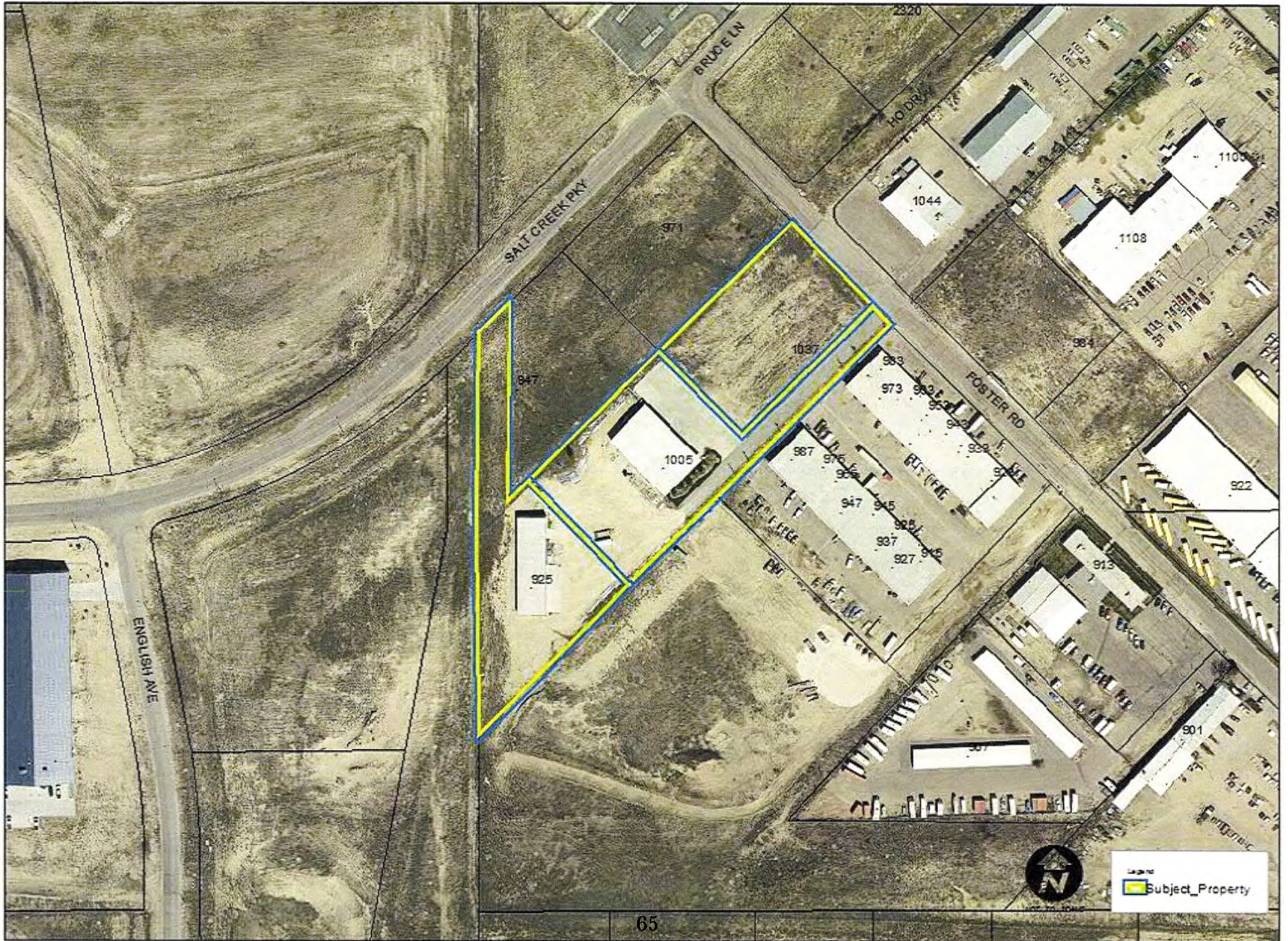
Oversight/Project Responsibility:

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

Attachments:

Location Map

Zone Change for Advanced Wall Systems



January 7, 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 *cmz*

SUBJECT: Establish the Public Hearing Date for a New Resort Liquor License No. 7 for Avana Casper, LLC d/b/a Ramada Plaza Riverside Hotel & Convention Center Casper, Located at 300 West F Street.

Meeting Type & Date

Regular Council Meeting
January 22, 2019

Action type

Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish February 5, 2019 as the Public Hearing date for a new Resort Liquor License No. 7 for Avana Casper, LLC, d/b/a Ramada Plaza Riverside Hotel & Convention Center Casper, located at 300 West F Street.

Summary

The current liquor license for the Ramada Plaza Riverside Hotel & Convention Center Casper was issued in the name of Avana Fund I, LLC, who was the lender on the loan to Western States, the previous owner. Avana Fund I, LLC foreclosed on the property and on September 5, 2018 the ownership of the property was transferred to Avana Fund I, LLC through the issuance of a Sheriff's Deed. On September 6, 2018, Avana Fund I, LLC quit claimed the property to Avana Casper, LLC, the entity created to hold the real estate commonly referred as the Ramada Plaza Riverside Hotel & Convention Center Casper.

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

None

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

January 7, 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 transfer of ownership for Retail Liquor License No. 36, owned by Urban Market Wines, LLC d/b/a Urban Bottle Wine & Spirits, Located at 410 South Ash Street.

Meeting Type & Date
Regular Council Meeting
January 22, 2019

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish February 5, 2019 as the Public Hearing date for a transfer of ownership for retail liquor license No. 36, owned by Urban Market Wines, LLC, d/b/a Urban Bottle Wine and Spirits, located at 410 South Ash Street.

Summary
Currently, Retail Liquor License is owned by Art and Lynette Boatright, and John and Lauren Griffith, all having 25% of membership interest. During the renewal process it was discovered that on April 1, 2018, 33 1/3 % of the membership interest was sold to Jennifer A. True, leaving the remaining members with 16 2/3% each. Municipal Code 5.08.050 states that whenever an interest of more than ten percent of the whole interest in any corporation, association or organization holding a retail liquor license is sought to be sold, assigned or otherwise transferred a new application shall first be filed with the city clerk and no such sale, assignment or transfer shall be made without the prior approval of the city council. Since more than 10% was sold a transfer application would be necessary.

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

January 9, 2019

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

FROM: John Henley, City Attorney 

SUBJECT: Animal Care and Control

Meeting Type & Date:
Regular Council Meeting
January 22, 2019

Action Type
Proposed Animal Care and Control Ordinance
Conduct Public Hearing and 1st Reading of the Proposed Ordinance Amending Chapter 6.04 of the Casper Municipal Code.

Recommendation
That Council conduct the Public Hearing on January 22, 2019 and pass on 1st reading the proposed Animal Care and Control Ordinance amending Chapter 6.04 of the Casper Municipal Code.

Summary
Chapter 6.04 of the Casper Municipal Code currently addresses the care and protection of animals. The need for the revision of this chapter began primarily due to the concern over a large number of dog attacks and bites. (See a listing of aggressive bites and/or behaviors shown as Exhibit 1 - for the timeframe between January 1, 2017 and June 27, 2018.) Additionally, a number of bites or attacks were due to the behavior of animals whose owners had other animals with vicious or aggressive behaviors, and/or the animals had exhibited vicious or aggressive behaviors multiple times, and the owner had not effectively secured the animal.

Some of the bites seen recently involve young children. On one occasion, a dog attacked a mother pushing a toddler in a stroller who also had a baby in a chest carrier. While the mother was able to maneuver the stroller in a way to protect the toddler, the dog then jumped up and bit the baby, who was positioned on the mother's chest, on the face. In another attack on a small child, a toddler was on the floor of a big box store and a lady brought in a dog which she had marked as a "service dog". The dog attacked the little girl, again biting her in full view of the owner of the dog, who in fact did not have a true service dog and who did not have a disability, at least as defined in the ADA, as best as anyone could tell.

In addition, there are also concerns about animals being treated cruelly. Therefore, there have also been revisions with respect to the care and treatment of animals, involving limited tethering,

providing water, shade, appropriate shelter, and to provide some common sense restrictions on leaving animals in motor vehicles.

Financial Considerations

The proposed Ordinance may impact the City's budget, depending upon required signage and/or fencing and upgrades for any new dog areas.

Attachments

Proposed Ordinance

Oversight/Project Responsibility

Tim Cortez, Casper Parks and Recreation Director

John Henley, City Attorney

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ORDINANCE NO.1-19

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" if it is not on its
60 owner's property and not leashed or in an enclosed carrier.
61
- 62 b.ii. A non-dangerous or non-vicious animal shall not be considered "at large"
63 when held and controlled by a person by means of a leash or chain of proper
64 strength and length to control the action of the animal, or while confined
65 within a vehicle. If the animal within a parked vehicle can extend its entire
66 head outside the enclosed cabin compartment of the vehicle or beyond the side
67 of a truck bed, that animal shall be deemed at large.
68
- 69 b.iii. A non-dangerous or non-vicious dog is not considered to be at large if within
70 the interior of designated areas which permit dogs to be off leash, as
71 established by the City of Casper.
72
- 73 b.iv. Under any circumstance, on a City-owned Golf Course or Cemetery.
74
- 75 8. "Attack" means an aggressive or violent action against a person or animal.
76
- 77 9. "Cage and aviary birds" means those exotic captive reared birds, such as parrots, exotic
78 finches, and canaries, which are adapted to live and breed in a cage. For the purpose of
79 this chapter the monk parakeet (*myiopsitta monachus*) is not a cage and aviary bird.
80
- 81 10. "Chicken" a domestic fowl kept for its production of eggs and meat.
82
- 83 11. "Circus" means any nonresident variety show which features animal acts.
84
- 85 12. "City-county health officer" means a representative of the Natrona County-City of
86 Casper Health Department, or a health official designated by the Casper City Manager.
87

- 88 13. "Commercial animal establishment" means any pet store, grooming shop, auction, riding
89 school or stable, circus performing animal exhibition, kennel or other establishment in
90 which animals are used for commercial purposes.
91
- 92 14. "Commercial purpose" means the keeping of animals for the purpose of profit.
93
- 94 15. "Control" means an animal which:
95 a. is under a physical restraint so as to not be allowed to engage a passerby or other
96 animal; such as a leash or in an enclosed carrier.
97
- 98 16. "Dangerous animal" means any animal under the totality of circumstances, which poses
99 an unacceptable risk of injuring a human, a pet or property. Indicia of a dangerous
100 animal shall include, but not be limited to, aggressive lunging, growling, snarling,
101 nipping, bearing teeth.
102
- 103 17. "Director" means the City Manager or his/her designee.
104
- 105 18. "Domesticated animals" means those individual animals which have been made
106 tractable or tame.
107
- 108 19. "Isolation facility" means any place specified by the Director or his/her designee which
109 is equipped with a pen or cage which isolates an animal from contact with other
110 animals.
111
- 112 20. "Kennel" or "cattery" means any premises wherein any person engages in the business
113 of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats,
114 or any residence or property on which is maintained more than three dogs and three cats
115 more than six months of age. It is illegal to maintain a kennel or cattery contrary to the
116 terms of this code, in a zone or location in which a kennel or cattery is not permitted.
117
- 118 21. "License" means permission issued by the Director, or his/her designee, authorizing the
119 holder to keep a dog or cat. An identification tag shall be issued for each animal
120 licensed. A valid rabies vaccination is required to obtain a license.
121
- 122 22. "License Tag" means a tag of a design prescribed by the Director, or his/her designee,
123 which bears the corresponding number of the dog or cat's license.
124
- 125 23. "Licensing authority" means Metro Animal Services (MAS)
126
- 127 24. "MAS" means Metro Animal Services
128
- 129 25. "Microchip" means an identifying integrated circuit which is placed under the skin of an
130 animal.
131
- 132 26. "Owner" includes a person who owns, harbors, keeps, maintains or exercises control
133 over an animal. Proof that a person is in control of a premise where an animal is

134 usually kept, harbored or maintained shall establish a prima facie presumption that such
135 person is the owner of such animal.

136

137 27. "Proper shelter" means a structure with three (3) sides, a top and a bottom or a
138 commercially manufactured structure, which includes an igloo styled house, designed
139 and marketed to protect animals from outside elements. The shelter must have adequate
140 ventilation and drainage which allows the animal to enter, stand, turn around and lie
141 down in a natural manner. It shall be placed on the owner's premises to effectively
142 protect the animal from outside elements.

143

144 28. "Public nuisance" means any animal is considered a public nuisance if it:

145

146 a. trespasses on school grounds, or

147

148 b. damages private or public property, or

149

150 c. interferes with passersby or a passing vehicle, to include bicycles, or

151

152 d. has bitten, scratched or attacked a person while at large, or

153

154 e. while not on the owner's premises, attacks another animal, or,

155

156 f. either individually or in concert, barks, whines, howls or otherwise makes noise in an
157 excessive, continuous or untimely fashion.

158

159 g. interferes with the delivery of U.S. Mail or other delivery services.

160

161 29. "Cat" A member of the feline family and shall not include exotic wild cats, wild species
162 of this family or hybrids thereof.

163

164 30. "Dog" A member of the canine family, but shall not include wild species of this family,
165 or any hybrid thereof.

166

167 31. "Facilities for keeping" The pens, stalls, stables, corrals, feeding area, sheds and
168 facilities of every kind where fowl, livestock or pets are penned, fed and/or protected
169 from the weather. This shall not be interpreted to include a grazing area.

170

171 32. "Fowl" includes feathered animals regardless of age, excluding parrots and chickens.

172

173 33. "Grooming shop" A commercial establishment where animals are bathed, clipped, or
174 otherwise groomed.

175

176 34. "High Risk Rabies Vector" means raccoon, skunk, fox, coyote and bat

177

178 35. "Impound" means to place an animal in the Metro Animal Shelter, or the taking into
179 custody of an animal.

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36. "Licensed Veterinarian" A practitioner of veterinary medicine who holds a valid license to practice their profession in the state in which they practice.
 37. "Livestock" Includes any species of equine, bovine, ovine, swine, caprine or any hybrid thereof, regardless of age, sex, breed, size or purpose; inclusive of all ungulates.
 38. "Local Rabies Control Authority" The Metro Animal Protection Supervisor , as appointed by the Casper Chief of Police.
 39. "Parrot" Any of numerous tropical and semi-tropical birds of the order of Psittaciformes, characterized by short hooked bills, brightly colored plumage and in some species the ability to mimic human speech.
 40. "Pen or corral" An enclosure in which livestock are kept.
 41. "Performing animal exhibition" Any spectacle, display, act or event other than circuses, in which performing animals are used.
 42. "Pet" Any animal normally kept for pleasure rather than utility, excluding those defined as fowl, livestock or wild by this code.
 43. "Pet shop" Any person, partnership or corporation, whether operated separately or in connection with another business enterprise that buys, sells or boards any species of pets.
 44. "Premises" A parcel of land (one or more contiguous lots) owned, leased or controlled by one or more persons.
 45. "Quarantine" To detain and isolate due to suspected zoonosis or other communicable disease or in the interest of public health and safety.
 46. "Rabies certificate" means a certificate signed by a licensed veterinarian verifying that an animal is vaccinated against rabies, and which includes the date of immunization, the date that the immunization expires, and the type of vaccine used.
 47. "Tether or tethering" means to restrain a dog by tying the dog to any object or structure, including, but not limited to, a house, tree, fence, post, pole, garage, or shed or similar structure or object, by any means, including, but not limited to, a chain, rope, cord, leash, or running line. "Tethering" shall not include using a leash to walk a dog.
 48. "Riding school or stable" Any place, which has available for hire, boarding and/or riding instruction, any horse, donkey or mule.
 49. "Sanitary" Any condition of good order and cleanliness.

226 50. "Service Animal" means as defined in 28 C.F.R.35.104 and 28 C.F.R. 36.104, including
227 a domesticated trained dog, that is owned in order to assist an individual with a
228 disability. Examples of service animals are dogs that are individually trained to do
229 work or perform tasks for the benefit of an individual with a disability, including
230 physical, sensory, psychiatric, intellectual, or other mental disability. Tasks performed
231 can include, among other things, pulling a wheelchair, retrieving dropped items, alerting
232 a person to a sound, reminding a person to take medication, or pressing an elevator
233 button. Emotional support animals and comfort animals are not service animals. The
234 work or tasks performed by a service animal must be directly related to the individual's
235 disability. To be a service animal, there is no requirement for certified documentation
236 of training or designation; it is the task for which the animal provides disability
237 assistance which is determinative of whether an animal is a "service animal".
238 Conversely a doctor's letter does not turn an animal into a service animal.
239

240 51. "Veterinary hospital" means any establishment maintained and operated by a licensed
241 veterinarian for surgery, wellness program, boarding, diagnosis and treatment of
242 diseased and injured animals.
243
244

245 52. A "vicious animal" means any animal or animals that constitute a physical threat to
246 human beings or other animals. Proof of the fact that an animal has bitten or attacked a
247 person or other animal at any place where that attacked or bitten person or animal is legally
248 entitled to be, shall be prima facie evidence that an animal is vicious and there is a rebuttable
249 presumption that the attacking animal is a vicious animal.
250

251 53. "Wild animal" or "exotic pet" means any live monkey (non-human primate), raccoon,
252 skunk, fox, snake, leopard, panther, tiger, lion, lynx, coyote, wolf, crocodilian, any monitor
253 exceeding three (3) feet in overall length or any animal which can normally be found in the
254 wild state or any hybrid thereof. Venomous and poisonous animals shall be prohibited in
255 the city limits of Casper, regardless of species or purpose.
256

257 54. "Working day" means a day that the Metro Animal Services Shelter is open to the
258 public.
259

260 55. "Ungulate" means a hoofed mammal.
261

262 56. "Zoological garden" means any facility, other than a pet shop or kennel, displaying or
263 exhibiting one or more of non-domesticated animal(s) by a person, partnership,
264 corporation or government agency.
265

266 6.04.020 - Dog and cat licensing requirements.
267

268 A. It is unlawful for any person owning, keeping, harboring or having custody of any
269 dog or cat over six months of age, within the City of Casper, not to obtain a license as
270 provided for in this chapter for the dog or cat. This requirement will not apply to a non-

271 resident keeping a dog or cat within the City limits for a period of less than sixty (60) days.
272 The requirement does not apply to service animals.

273
274 B. Dogs and cats must wear valid license tags at all times when off the premises of the
275 owner.

276
277 C. Application for licenses shall be made to the licensing authority, which shall include
278 name and address of the applicant, description of the animal, the appropriate fee, and a
279 certificate to verify that the animal has been vaccinated against rabies by a licensed
280 veterinarian, to include a description of the vaccine used, the date administered and the
281 expiration date of the vaccine.

282
283 D. The license shall be valid for one (1) year from the date of issuance, the license fee
284 must be paid upon issue or renewal and is not transferrable.

285
286 E. Upon acceptance of the license application and fee, the licensing authority shall issue
287 a durable tag, stamped with an identifying number and the calendar year of issuance.

288
289 F. A license shall be issued after payment of a license fee as established by resolution of
290 the City Council.

291
292 G. A duplicate tag may be obtained upon payment in accordance with the fee resolution.

293
294 H. No person shall use any license for any dog or cat other than the dog or cat for which
295 it is issued.

296
297 6.04.035 - Dog exhibition, show and training permit.

298
299 A. Any responsible individual may apply in writing for a dog exhibition, show and/or
300 training permit, to at the Recreation Division office. Subject to the conditions provided in
301 this section, such permit authorizes the holder and those under his or her control and
302 supervision, to utilize those city parks which are otherwise off-limits to dogs not under
303 physical restraint, for the purpose of exhibiting, showing and/or training dog(s) without
304 physical restraint. The issuance of any such permit is conditioned upon the following:

305
306 1. The applicant assumes responsibility for all handlers and dogs which are present
307 in the park pursuant to the authority of the permit;

308
309 2. To be effective, a permit shall be kept on the person of the applicant and the
310 applicant shall remain in the park at all times during which dogs are present pursuant to the
311 authority of the permit;

312
313 3. An applicant shall submit with the permit application, an administrative fee of
314 Five Dollars (\$5.00) for each event for which the permit is to be effective, with a maximum of
315 Twenty-five Dollars (\$25.00) per year, together with a cleaning and damage deposit of Fifty
316 Dollars (\$50.00) per event. An "event" is defined as an activity lasting not more than three (5)

317 consecutive days. The cleaning and damage deposit shall be refunded to the applicant only if the
318 area used pursuant to the authority of the permit is cleaned as provided in subdivision (5)(iii),
319 and not damaged as provided in subdivision (5)(ii);
320

321 4. The applicant's recognition that such a permit does not entitle the holder to the
322 exclusive use of the park or any portion thereof;
323

324 5. The applicant's agreement:
325

326 i. Not to allow any dog which is unrestrained under authority of the permit, to
327 harass or molest any other animal or person using or present in the park,
328

329 ii. Not to allow any dog which is present under the authority of the permit, to
330 damage or destroy any public or private property located in the park, or
331 the park itself,
332

333 iii. To clean up and properly dispose of any waste deposited in the park by the
334 dogs which are present pursuant to the authority of the permit, prior to leaving the
335 park,
336

337 iv. To personally indemnify and hold the City harmless for any damage or
338 destruction caused by dogs which are present in the park pursuant to the
339 authority of the permit,
340

341 v. To maintain or ensure control over all dogs which are present in the park
342 pursuant to the authority of the permit;
343

344 6. The absence of any violations of this code section by the applicant during the
345 twelve-month period immediately preceding the date of application;
346

347 7. The absence of any previously scheduled event in the park which could be
348 incompatible with the use applied for by the applicant.
349

350 B. An applicant's failure to abide by any permit condition, or the making of any false
351 statement by an applicant on an application, is a violation of this section and upon
352 conviction is punishable by a fine of up to Seven Hundred Fifty Dollars (\$750.00) and/or
353 incarceration for up to six (6) months.
354

355 C. Exhibitions, shows, and training events sponsored by the city shall not require a permit
356 as provided in this section.
357

358 D. Permit applications shall be in substantially the following form:
359

Dog Exhibition, Show, and/or
Training Permit Application

The undersigned applicant applies for a Dog Exhibition, Show, and/or Training Permit as provided by Casper Municipal Code Section 6.04.035, a copy of which is reproduced on the reverse of this application. The applicant agrees to the conditions set forth in said Code section and represents that the following information is accurate in all respects:

1. Date of application; and
2. Name and street address of applicant; and
- 3a. Date(s) for which permit is sought; and
- 3b. Park for which permit is sought;
4. Approximate number of dogs expected at event;
5. Month and year of any violation of Section 6.04.035 by the applicant.

WARNING: ANY FALSE INFORMATION PROVIDED ON THIS APPLICATION OR FAILURE TO ABIDE BY THE CONDITIONS SET FORTH IN MUNICIPAL CODE SECTION 6.04.035 (SEE REVERSE), IS PUNISHABLE BY A FINE OF UP TO \$750.00 AND INCARCERATION FOR UP TO SIX MONTHS.

6.04.040 - Keeping of pets, livestock or fowl; limitations.

(A) Number permitted.

1. It shall be unlawful for any person to keep more than three cats and/or three dogs on any premises within the City limits of Casper, except:

ii. Kennels and catteries will be allowed in the City only in areas properly zoned for this type of business.

2. No fowl or livestock shall be kept on any lot or tract of land located in a residentially zoned area of the City; this applies to any and all ungulates.

3. No more than ten (10) of any other pet shall be permitted on a single premises, excluding fish, rodents and small cage birds.

(B) Fencing Requirements.

1. Unless otherwise provided, ~~W~~where fencing is required by this ~~section~~ chapter, it shall be at least three (3) feet in height and constructed of a material sufficient to confine the animal.

406
407 2. Escape of an animal covered by this chapter shall be presumptive evidence that the
408 owner's fence does not ~~comply with the foregoing requirements~~ sufficiently control the
409 animal.

410
411 6.04.050 – Beekeeping.

412
413 A. Definitions. The following words, terms and phrases, when used in this section,
414 shall have the following meanings ascribed to them.

415
416 1. "Apiary" shall mean a place where bee colonies are kept.

417
418 2. "Bee" shall mean any stage of the common domestic honey bee, *Apis*
419 *Mellifera* species.

420
421 3. "Colony" shall mean a hive and its equipment and appurtenances,
422 including bees, comb, honey, pollen, and brood.

423
424 4. "Hive" shall mean a structure intended for the housing of a bee colony.

425
426 B. Hives. All bee colonies shall be kept in inspectable-type hives with removable
427 combs, which shall be kept in sound and usable condition as described in
428 Wyoming Statutes, Title 11.

429
430 C. The applicant shall comply with State Regulations regarding the keeping of bees.

431
432 D. Setback. All hives shall be located at least ten feet from any adjoining property
433 with the back of the hive facing the nearest abutting private property lines. Hives
434 may be located on the property line abutting alleyways.

435
436 E. Fencing of Flyways. In each instance in which any colony is situated within
437 twenty-five feet of a developed public or private property line of the tract upon
438 which the apiary is stated, as measured from the nearest point on the hive to the
439 property line. The beekeeper shall establish and maintain a flyway barrier at least
440 six feet in height, consisting of a solid wall or fence parallel to the property line,
441 and extending ten feet beyond the colony in each direction so that all bees are
442 forced to fly at an elevation of at least six feet above ground level over the
443 property in the vicinity of the apiary.

444
445 F. Water. Each beekeeper shall ensure that a convenient source of water is available
446 at all times to the bees, so that the bees will not congregate at swimming pools,
447 bib cocks, pet water bowls, birdbaths or other water sources where they may
448 cause human, bird, or domestic pet contact. The water shall be maintained so as
449 not to become stagnant.

- 451 G. Any bee colony not residing in a hive structure intended for beekeeping, or any
452 swarm of bees, or any colony residing in a standard or homemade hive which, by
453 virtue of its condition, has obviously been abandoned by the beekeeper, is
454 unlawful and may be summarily destroyed or removed from the city by the city
455 manager or his designee.
456
457 H. Violation of the regulations set forth can be grounds for seizure of the bees and
458 criminal prosecution by citation or summons in the Casper Municipal Court. The
459 keeping by any person of bee colonies in the city not in strict compliance with this
460 section is prohibited.
461

462 6.04.070 - Animals for commercial purposes—Inspection.

463
464 It shall be a condition of the issuance of any permit to any owner of animals kept for
465 commercial purposes that the inspectors of the City-county Health Department shall be permitted
466 to inspect all animals and the premises where animals are kept upon reasonable notice to the
467 owner, and the City Clerk shall, if such permission for inspection is refused, revoke the permit of
468 the owner.
469

470 6.04.080 - Fees—Disposition and use.

471
472 All license fees, impoundment fees, adoption fees and other revenue received by MAS shall
473 be deposited with the City in a fund for the sole purpose of defraying the expenses associated
474 with the operation of the Metro Animal Services shelter.
475

476 6.04.090 - Animal waste—Owner responsibility.

477
478 A. It shall be the responsibility of the owner of a dog, cat or other animal to keep his/her
479 property reasonably free and clear of feces and urine to prevent offensive odors or unsanitary
480 conditions in the enclosures or the surrounding areas where the animal are allowed. There shall
481 not be an unreasonable number of flies and there shall be no maggots. . Discarding feces on any
482 public or private property shall be considered a violation of this section.
483

484 B. The owner of every dog, cat, or other animal is responsible for the removal of any
485 excreta deposited by his/her animal on public walks, recreation areas, or private property other
486 than that of the owner; however, this requirement shall not apply to an owner who is visually or
487 physically handicapped to the extent that the person is incapable of, or at physical risk, in
488 complying with this subparagraph.
489

490 C. The owners and/or occupiers of property are responsible for the removal of any
491 excreta deposited on public walks, ways and areas by birds occupying or roosting on the owner
492 or occupier's property.
493

494 6.04.100 - Animals at Large—Prohibited and Impoundment

495

496 It is unlawful for any domesticated animal to be “at large”.

497
498 A. An animal’s owner violates the animal “at large” prohibition if the owner permits or
499 does not reasonably prevent the animal from becoming “at large.”

500
501 B. Animal protection officers have the authority to take possession of and impound any
502 animal at large. When in pursuit of any animal at large, the officer may go onto private
503 property, exclusive of buildings, and take such animal into possession for impoundment.

504
505 C. No person may capture, restrain, harbor or take possession of an animal not owned by
506 such person, unless the person shall notify or deliver the animal to the Metro Animal
507 Services within twenty-four (24) hours. Metro Animal Services will make every attempt to
508 identify and notify an owner and either impound the animal or complete a found report. This
509 does not apply to persons who take possession of an animal at the owner's request.

510
511 D. If an animal is impounded at the Metro Animal Shelter, with a valid license attached
512 to its collar, or if the animal is micro-chipped or has another form of identification the Metro
513 Animal Services staff will attempt to notify the owner by phone or by mail or personal
514 delivery to the last known address listed on the license application, or micro-chip
515 registration log or other identification located on the animal. If an animal has been held at
516 MAS for more than seven (7) days, the animal may be placed for adoption or humanely
517 euthanized if not reclaimed within seven (7) days, unless the Director or his/her designee
518 determines it is inhumane or unsafe to harbor such animal.

519
520 E. Animals that are at large, do not bear identification and are subsequently impounded
521 at the Metro Animal Shelter shall be held no less than seven (7) working days from the date
522 of impoundment, unless the Director or his/her designee determines it is inhumane or unsafe
523 to harbor such animal.

524
525 6.04.120 - Animal Services Shelter duties and records.

526
527 A. The Animal Services Shelter which is notified, or to which an animal is delivered,
528 shall keep a record of each animal, giving a description, the date of impoundment or
529 notification, and the disposition of the animal.

530
531 B. Metro Animal Services is not required to release the names of adopters of unclaimed
532 stray animals. MAS is also not required to release the names of owners who relinquish
533 ownership of their animal.

534
535 6.04.130 - Animals surrendered for adoption—Holding period.

536
537 Any animal surrendered by its owner to the Metro Animal Shelter shall be held no less
538 than three (3) working days, providing the animal is healthy and adequate kennel space is
539 available.

540
541 6.04.140 - Impounded animals—Time for reclaiming.

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A. In the event the owner does not claim an animal within the time period prescribed in this section and Sections 6.04.100, 6.04.130 and 6.04.150, the owner abandons all rights of ownership to such animal.

B. Any animal not reclaimed by its owner within the time period prescribed in the sections cited above shall be deemed abandoned, and shall be placed for adoption, or humanely euthanized.

C. No animal surrendered to a municipal animal shelter will be released for research purposes.

6.04.150 - Impounded animals—Release conditions.

A. The owner of an impounded animal shall pay the Metro Animal Services reclaim fee, as established by resolution of the city council.

B. Metro Animal Services may release an impounded animal to its owner if:

1. The owner presents a valid form of identification;
2. The owner presents evidence that the dog or cat is licensed. If the animal is not licensed, the owner must purchase a license;
3. The owner pays the fees associated with the impoundment, as set forth by resolution.
4. The owner may designate a representative to reclaim their animal when:
 1. the representative presents a valid form of identification.
 2. the representative pays the fees associated with the impoundment, as set forth by resolution.
 3. the representative may have written authorization from the owner of the animal granting permission to the representative to reclaim the animal on behalf of the owner, or the owner may contact MAS , or an APO if the owner is out of town or incapacitated and give verbal authorization.

C. Metro Animal Services may release an animal to a person other than the owner or humanely euthanize such animal if:

1. The owner does not claim an impounded animal within the time periods prescribed in this section and Sections 6.04.100, 6.04.130, 6.04.140, 6.04.210 and 6.04.250.

587 2. When an animal becomes available for adoption, the person who is adopting the
588 animal must sign a statement agreeing to license the animal, vaccinate the animal against
589 rabies, unless the animal has a valid rabies certificate. The person who adopts the animal
590 must agree to have it spayed or castrated in accordance with the adoption agreement at the
591 owner's expense. Failing to comply with the terms of the adoption contract will constitute
592 violation of this section. Any owner who fails to fulfill the terms of any adoption will be
593 denied future adoptions from MAS, until the owner is in compliance. If there is a medical
594 reason the animal cannot be spayed or castrated, the owner shall be required to furnish MAS
595 with corresponding documentation from a licensed veterinarian.
596

597 3. The person to whom the animal is released, pays any associated fees as set by
598 resolution.
599

600 6.04.160 - Animals at large—Citation of violation when.
601

602 In addition to, or in lieu of impounding an animal found at large, the animal protection
603 officer or police officer may issue to the known owner (or his/her agent) of such animal a
604 citation or notice of ordinance violation. A criminal warrant may be initiated if the owner or
605 his/her agent fails to appear as stated in the citation or notice, or fails to post an appropriate
606 bond in lieu of appearing.
607

608 6.04.170 - Vaccination and rabies control—Animal bites.
609

610 A. The owner of a dog or cat shall have the dog or cat vaccinated against rabies when the
611 dog or cat reaches six (6) months of age. If the owner obtains the dog or cat, or brings the
612 dog or cat into the Metro Animal Services District after the dog or cat reaches six (6) months
613 of age, the owner shall have the dog or cat vaccinated against rabies within thirty (30) days
614 after the dog or cat was obtained or brought into the Metro Animal Services District, unless
615 the dog or cat has been vaccinated as evidenced by a current certificate of rabies vaccination
616 from this state or another state. The owner of a dog or cat shall have the dog or cat
617 revaccinated against rabies by a veterinarian before the date that the immunization expires,
618 as stated on the certificate of vaccination.
619

620 B. The owner shall pay the cost of the rabies vaccination.
621

622 C. A law enforcement officer, an animal services officer, or a county health officer or
623 his/her designee may order an animal quarantined if the officer has reason to believe the
624 animal bit a person, is infected with rabies, or has been in contact with a high risk rabies
625 vector animal. If a quarantine cannot be imposed because the animal cannot be captured, the
626 officer may euthanize the animal. The officer may euthanize the animal only as a last resort,
627 or if the owner agrees. The officer shall attempt to euthanize the animal in a humane manner
628 and in a manner which avoids damage to the animal's head. The specimen will be sent to the
629 State Veterinary Lab for testing. In addition, a law enforcement officer, an animal
630 protection officer, or a county health officer or his/her designee may euthanize an animal
631 and have it examined for the purpose of determining whether or not it has been infected with
632 rabies if the animal has not been vaccinated as provided in subsection A of this section, he

633 or she has reason to believe the animal has been exposed to or in physical contact with a
634 high risk rabies vector animal, and he or she has reason to believe the animal has been in
635 physical contact with humans.
636

637 D. An officer who orders an animal to be quarantined shall deliver the animal, or shall
638 order the animal delivered, to an isolation facility as soon as possible, but no longer than
639 twenty-four (24) hours after the original order is issued. If the animal is currently immunized
640 against rabies and was not off the premises of the owner at the time of the bite, the officer
641 may order the animal quarantined on the owner's premises.
642

643 E. The custodian of an isolation facility, or the owner, shall keep the animal which is
644 ordered to be quarantined in strict isolation under the supervision of a law enforcement
645 officer, an animal protection officer, or a county health officer or his/her designee.
646 Supervision for animals ordered quarantined on the owner's premises shall include
647 examination by a law enforcement officer, an animal protection officer, or a county health
648 officer or his/her designee within twenty-four (24) hours of the bite and on the tenth (10th)
649 day of quarantine, if the animal has not exhibited any symptoms of rabies, the animal will be
650 examined by a veterinarian and, upon the veterinarian's clearance, shall be released from
651 quarantine.
652

653 F. A licensed veterinarian, a law enforcement officer, an animal protection officer, an
654 employee at MAS or a county health officer or his/her designee determines that an animal
655 exhibits symptoms of rabies during the quarantine period, the county health department shall
656 be notified, and the county health department or a veterinarian shall be consulted to confirm
657 the symptoms of rabies. If the county health department or veterinarian confirm the
658 symptoms of rabies, the officer who ordered the animal quarantined and/or another APO
659 and/ or the consulting veterinarian, shall euthanize the animal. If the animal has bitten a
660 person, the county health department shall notify the person and the person's physician.
661

662 G. The owner of an animal is responsible for any expenses incurred in connection with
663 keeping the animal in an isolation facility, supervision and/or examination and treatment of
664 the animal by a veterinarian. If the owner is unknown, Metro Animal Services is responsible
665 for these expenses.
666

667 H. An owner who refuses to comply with an order issued under this section to deliver an
668 animal to an officer, isolation facility or veterinarian, or who does not comply with the
669 conditions of an order that an animal be quarantined, shall be in violation of this section.
670

671 I. Any person having knowledge that an animal has bitten a human shall immediately
672 report that incident to the Casper Police Department or the county health officer, together
673 with the name and address of the person or persons bitten, if known.
674

675 6.04.180 - Cruelty to animals—Unlawful acts designated.

676

677 It is a violation of this ordinance to inflict cruelty upon an animal as stated herein:
678

679 A. No person shall override, overload, drive when overloaded, overwork, torture or
680 torment an animal, or deprive an animal of necessary sustenance.

681
682 B. No person shall cruelly beat, mutilate or kill an animal unless specifically authorized
683 by law.

684
685 C. No person shall cause, instigate, be a spectator at or permit a dogfight, cockfight,
686 bullfight (bloodless or otherwise), or other combat involving animals.

687
688 D. No person shall abandon any animal, but may relinquish the animal and ownership
689 rights in the animal to an animal shelter or other qualified caretaker.

690
691 E. No person shall fail to provide his/her animal with sufficient good and wholesome
692 food and clean water, proper shelter to protect it from the weather (including sunlight),
693 veterinary care when needed to prevent suffering, and with humane care and treatment.

694
695 F. It is unlawful to annoy, bait, harass, torment or tease any confined or chained animal.

696
697 G. Unless specifically authorized by law, no person shall willfully maim or disfigure any
698 domestic or wild animal, or administer poison, or cause to be ingested any foreign object to
699 any such animal, or expose any poisonous substance with the intent that it shall be taken by
700 any animal, except pests of public health concern. The provisions of this section and
701 Sections 6.04.190, 6.04.200, subsections B and C of Section 6.04.210 and Sections 6.04.220
702 and 6.04.250 do not in any way limit the right of a police officer or animal protection officer
703 to humanly euthanize any wild or domestic animal if such officer determines that there is a
704 reasonable danger to the public safety or if the animal is sick or injured to an extent that
705 humanly euthanizing the animal is the appropriate action to take.

706
707 H. No person shall tether a dog while the dog is outdoors, or within any structure that is
708 not the dog owner's home, except when all of the following conditions are met:

- 709
710 1. The dog is in visual range of a responsible party.
711
712 2. The tether is connected to the dog by a well fitted, buckle-type collar or a body
713 harness made of nylon or leather, not less than one-inch in width.
714
715 3. The dog is tethered in such a manner as to prevent injury, strangulation, or
716 entanglement.
717
718 4. The tether shall confine the dog to the owner's property.
719
720 5. The dog has access to water, shelter, and dry ground.
721
722 6. The dog is at least six months of age. Puppies shall not be tethered.
723
724 7. No dog shall be tethered for more than 2 hours in any 24-hour period.

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I. The owner of every animal shall be required to provide such animal with sanitary living conditions by timely removing animal waste from an interior or exterior pen, shelter, yard or other keeping area. All animal waste must be disposed of in an approved container.

6.04.190 - Baby animals and fowl.

No person shall sell, offer for sale, barter or give away, ducklings, goslings or rabbits under eight (8) weeks of age, as pets, toys, premiums or novelties, or color, dye or transport the same into the City of Casper . Ducklings and geese younger than eight (8) weeks of age may not be sold in quantities of less than twenty-five (25) to a single purchaser.

6.04.200 - Animals as commercial incentives.

No person shall give away, offer for sale or barter any live animal, fish, reptile or bird as a prize for or as an inducement to enter any contest, game or competition, or as an inducement to enter a place of amusement or business, or offer such vertebrate as an incentive to enter any business agreement whereby the offer was the purpose of attracting trade.

6.04.210 - Animals in motor vehicles—Unlawful acts.

A. No person shall leave a dog unattended in the bed of a pickup truck in a public parking area unless the dog is restrained in such a manner as to prevent the dog from making physical contact with a pedestrian who is passing the truck in a place where that pedestrian is legally entitled to be; if a dog is found to be not restrained as stated, the dog is “at large.”

B. It is considered cruel and therefore unlawful for a person to leave an animal unattended in a motor vehicle with excessive temperatures. When the temperature is sixty (60) degrees Fahrenheit or above, unless, in the opinion of the officer, adequate ventilation and water are provided, there exist the presence of a potential problem and APOs and other law enforcement may undertake investigatory steps and actions appropriate under the circumstances to protect the life of any animal confined in such a vehicle.

C. No person shall carry an animal in a motorized vehicle in an inhumane or unsafe manner.

6.04.220 - Accidents injuring animals.

The driver of any motor vehicle involved in an accident, within the City of Casper resulting in injury to a domestic animal shall immediately and safely stop and render such assistance as is safely possible, and shall take reasonable steps to notify the owner of such animal or give notice of such accident to the Casper Police Department.

6.04.230 - Removal of deceased animals.

770 A. It shall be the duty of the animal protection officer to remove from the streets, alleys
771 and public places within the Animal Control District deceased animals, excluding livestock,
772 and large wild game animals, unless otherwise agreed with the Wyoming Game and Fish,
773 and shall notify the owner, if known.
774

775 B. It shall be the duty of the owner to dispose of his/her own deceased animals from
776 his/her private property.
777

778 6.04.240 - Trapping restrictions for dogs and cats.
779

780 A. No traps shall be used for the capture of an animal by any person within the City of
781 Casper, other than humane live box traps. Also, no traps shall be set when trap temperatures
782 exceed ninety (90) degrees Fahrenheit or fall below thirty-two (32) degrees Fahrenheit.
783

784 B. Animals captured must be turned over to MAS as soon as reasonably possible, or
785 may be returned to the owner, if known.
786

787 C. Traps must be checked every four (4) hours unless they are set in such a manner as to
788 provide proper shelter once the animal is confined.
789

790 D. Animal control protection officers may go onto private property, exclusive of
791 buildings, to remove a trapped animal.
792

793 6.04.250 - Cruelty to animals—Intervention authorized.
794

795 A. In addition to the prosecution of violations in this Chapter, an animal protection
796 officer may lawfully interfere to prevent the perpetration of any act of cruelty upon any
797 animal in his/her presence.
798

799 B. A law enforcement officer or an animal protection officer may remove, shelter and
800 care for any animal found to be cruelly exposed to the weather, starved or denied adequate
801 water, neglected, abandoned or otherwise treated in a cruel manner, and shall deliver such
802 animal to MAS for proper care and placement. In all cases, the owner, if known, shall
803 immediately be notified if the owner or custodian is unknown and cannot, with reasonable
804 effort, be ascertained, or does not, within seven (7) days after impoundment of the animal, it
805 may be treated as abandoned and dealt with as provided in Sections 6.04.100 through
806 6.04.160, and subsection B of Section 6.04.210.
807

808 C. Whenever, in the opinion of any law enforcement officer, animal control protection
809 officer or county health officer (officers), any animal is suffering from distemper, parvo
810 virus or other serious disease, or is severely maimed and suffering from injury, it shall be
811 lawful for such officer to humanely euthanize such animal after consulting with a licensed
812 veterinarian. If the animal is licensed, an attempt to notify its owner shall be made before the
813 animal is euthanized. The above-mentioned officers or designees may humanely euthanize
814 an animal without consulting with a licensed veterinarian or an owner if it is considered an
emergency situation, to relieve the animal from undue suffering. The owner thereof shall not

815 recover damages for such animal unless he/she shall prove that euthanasia was unwarranted
816 without reason under the circumstances known to the officers.

817
818 6.04.260 – Fowl—Other Than Chickens--Location restrictions.

819
820 Ducks, geese or turkeys may be kept and maintained within the Animal Control District only
821 in areas which are properly zoned for such use, or a zoning board of adjustment exception
822 has been allowed. Such exceptions may be granted for organized youth group projects.

823
824 6.04.270 - Chicken hens – Enclosure and other limitations.

825
826 Chicken hens shall be permitted in association with an occupied single-family residential
827 dwelling/structure as an accessory use, subject to the following regulations:

- 828
- 829 1. The maximum number of chicken hens permitted shall be six (6).
 - 830
 - 831 2. No roosters shall be permitted, with the exception that roosters shall be permitted in
832 the AG (urban agriculture) zoning district.
 - 833
 - 834 3. Only chicken hens shall be permitted. Chicken hens may be any breed or crossbreed
835 of chicken. No hybrids will be allowed unless properly zoned, or a conditional use permit
836 has been approved by the Planning and Zoning Commission.
 - 837
 - 838 4. Chicken hens shall be provided with a covered, fully enclosed and predator-resistant
839 coop which is adequately ventilated, designed for easy access for cleaning, and shall consist
840 of an enclosed area (may include the pen) of at least five (5) square feet per chicken hen.
841 Chicken hens shall be protected from predators by being enclosed in the coop from dusk
842 until dawn.
 - 843
 - 844 5. During daylight hours, the chicken hens shall have access to the coop/pen at all times.
845 If the chicken hens are permitted outside of the coop/pen, then the area which they have
846 access to must be secured, with a minimum of a six foot high privacy fence, and if
847 necessary, wing feathers shall be clipped to prevent the birds from flying and escaping.
 - 848
 - 849 6. The coop/pen shall be cleaned and maintained so as not to cause excessive smells or
850 odors, dust, or attract excessive insects or vermin. The frequency of cleaning shall depend
851 on the number of chicken hens, the type of litter, the area of the coop, and the weather.
852 Section 6.04.090 shall apply to the enforcement of chicken waste, to include unharvested
853 eggs, and the owner's responsibilities.
 - 854
 - 855 7. No butchering of chickens is permitted within the city limits.
 - 856
 - 857 8. Coops and pens shall be constructed a minimum of six (6) feet from side and rear
858 property lines, and are only permitted in the rear yard of a home. If an alley is located
859 adjacent to the property, the minimum setback for the coop/pen shall be three (3) feet from
860 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;

907 b. Have injured or killed a domestic animal;
908

909 c. Have interfered with delivery of mail by the United States Postal Service, or other
910 delivery services as attested to by the delivery carrier or witnessed by authorities;
911

912 d. Have followed or chased a person upon the streets, sidewalks, or any public grounds
913 in a menacing fashion or with apparent attitude of attack.
914

915 6.04.301 – Vicious and Dangerous Animals – Limitations and Prohibitions.
916

917 It shall be unlawful to keep, possess, or harbor a dangerous or vicious animal within City
918 limits as follows:
919

920 No person shall have, keep, harbor, or allow to be upon any premises occupied by him/her,
921 or in or under his/her charge or control, any vicious or dangerous animal, or any animal that
922 may manifest a disposition to bite anyone, without having the animal properly restrained to
923 prevent the animal from inflicting damage upon any person or property (See 6.04.302(d)
924 below). When off the premises of its owner, such animal shall be securely caged or
925 muzzled, and restrained by a secure collar and leash not to exceed three (3) feet in length.
926 The leash shall be of sufficient strength to prevent escape and shall be under the direct
927 control of the owner.
928

929 6.04.302 Public Safety Measures
930

931 (a) If, under the provisions of this section and upon conviction of a person for harboring
932 a vicious dog in violation of this chapter, it shall appear to the court that the dog is living,
933 the court may, in addition to the punishment provided for violation of this chapter order the
934 animal protection officer or any officer to forthwith cause such dog to be humanely
935 euthanized, and for that purpose, and pursuant to the court's order, any such officer charged
936 with such duty shall have the right, pursuant to the court's order, to enter upon any premises
937 within the Animal Control District.
938

939 (b) If the court under this subsection does not order an animal destroyed, the owner of
940 the animal shall, within ten (10) days, provide proof to the court that such animal has been
941 permanently marked with an implanted microchip. The microchip shall be implanted under
942 the skin behind the neck, between the shoulder blades and the number registered with Metro
943 Animal Services. Any expenses incurred in connection with microchipping shall be borne by
944 the pet owner or his/her agent. Microchipping shall be done by either a licensed veterinarian
945 or a Metro Animal Services officer.
946

947 (c) Any dog, cat or animal of a vicious or dangerous nature found upon any property,
948 public or private, not the premises of the owner may, if such animal cannot be safely taken
949 up and impounded by reasonable means, be euthanized by the animal protection officer or
950 any police officer.
951

952 (d) No vicious or dangerous animal shall be unconfined on its owner's premises. A
953 vicious or dangerous animal is "unconfined" as the term is used in this section if the animal
954 is not securely confined indoors or confined in a securely enclosed and locked pen, or upon
955 the premises of the owner. Any pen or run area shall be suitable to confine the animal and to
956 prevent the entry of young children or persons other than the owner of the animal. The pen
957 or run area must have all sides at least six (6) feet high and a secure top. No sides of the pen
958 or run can be part of the perimeter property fence. If the pen or run structure has no bottom
959 secured to the sides, the sides must be imbedded into the ground no less than one (1) foot.
960

961 (e) Any person owning a vicious or dangerous animal must have the animal spayed or
962 neutered, at the owner's expense, within fifteen days after the animal is found to be vicious
963 or dangerous by a court if the animal is currently not spayed or neutered.
964

965 (f) The owner of a vicious or dangerous animal shall notify MAS or the Casper Police
966 Department immediately of the animal's escape or release, that the animal is loose,
967 unconfined, has attacked another animal or human being, has died or has been sold or given
968 away or relocated in any manner. If the vicious animal has been sold or given away, or if
969 the current owner moves, within the jurisdiction of MAS, the owner or keeper shall provide
970 MAS with the name, address and telephone number of the new owner or the new address of
971 the current owner. Upon sale or conveyance, the new owner will be obligated to comply
972 with the requirements of this section, and the current owner shall be required to comply with
973 the requirements of this section at any subsequent location or residence.
974

975 (g) If an animal protection officer has probable cause to believe that a vicious or
976 dangerous animal is being kept, harbored or cared for, in violation of this chapter, the animal
977 protection control officer may seize and impound the animal if it is on property not of the
978 owner or seek a court order to impound the animal until a hearing on the matter may be held
979 or until the owners have built or bought an enclosure to protect the public as provided in this
980 chapter and/or otherwise addressed the court's order.
981

982 (h) If a purported vicious or dangerous animal is impounded, the animal shall be held
983 pending trial and disposition of the case and thereafter pursuant to court order, unless the
984 court is convinced that the public will be protected by specified actions ordered by the court
985 or agreed upon by the court and owners.
986

987 (i) The owner of a vicious or dangerous animal shall be liable for and shall pay all costs
988 associated with impoundment, removal, care, treatment and potentially euthanasia of said
989 animal.
990

991 (j) If the owner of the animal impounded under subsection (a) of this section is not
992 reasonably ascertainable at the time of impoundment, the MAS Manager shall immediately
993 notify the owner by mail sent to the owner's last known address, postage prepaid, which
994 upon the passage of three (3) days be deemed complete service or by personal service upon
995 the last known address, within five (5) business days after the animal's impoundment.
996

997 (k) The notice of impoundment shall inform the owner of the animal that the owner may
998 request, in writing, a hearing to contest the impoundment. Upon receipt of the notice of
999 impoundment either through personal service or by mail (receipt is complete three (3) days
1000 after mailing to the last known address of owner postage prepaid), the owner has seven (7)
1001 business days from personal service or ten (10) business days from date of mailing to
1002 request a hearing by serving on the MAS Manager a written request for the hearing.
1003

1004 (l) Upon request by the owner of the animal for a hearing under subsection (k), a hearing
1005 must be held within seven (7) business days after receipt of the request. Notice of the date,
1006 time and location of the hearing shall be provided by regular mail to the animal owner
1007 requesting the hearing, and the animal owner, if an active phone number is available shall be
1008 advised that a copy of the notice of hearing may be picked up from MAS or the Court's
1009 office. If the owner picks up the notice of hearing the obligation to provide a copy of the
1010 notice by regular mail is waived. The impoundment hearing shall determine if the animal
1011 poses a risk to public health and safety, as articulated for the definition and description of
1012 dangerous and vicious animals herein. The burden of proof for this determination is beyond
1013 a reasonable doubt.
1014

1015 (m) The owner must pay all of the cost of the impoundment and must post sufficient
1016 funds to cover the anticipated costs for continued impoundment. The owner may also seek
1017 the animal's release upon furnishing evidence that precautions are in place, which satisfy the
1018 court that the public's safety and welfare will be protected. Failure to post funds sufficient
1019 to pay for the costs of impoundment or getting the animal released constitutes a waiver of
1020 any rights the owner may have to a hearing under this chapter and the animal may be
1021 humanely euthanized.
1022

1023 6.04.303 – Continuation of Dangerous or Vicious Animal Declaration.

1024

1025 Any animal that has been declared dangerous or vicious by any agency or department of
1026 this City, another municipality, county, or state shall be subject to the provisions of this
1027 Ordinance. The person owning or having custody of any animal designated as dangerous or
1028 vicious by any municipality, county, or state government shall notify the Department of
1029 Animal Control of the animal's address and conditions of maintenance within ten (10) days
1030 of moving the animal into the City of Casper, Wyoming. The restrictions and conditions of
1031 maintenance of any animal declared dangerous or vicious by this City, another municipality,
1032 county, or state shall remain in force while the animal remains in the City. No animal
1033 declared dangerous or vicious by any other designation agency or department of another
1034 municipality, county, or state based solely on size, breed or mix of breeds, shall be subject to
1035 this Section.
1036

1037 6.04.305 – Reckless Animal Owner.

1038

1039 (a)(i) Any owner who is found to have violated this Chapter, other than by a violation
1040 of Sections 6.04.160, 6.04.180, and/or 6.04.310, three (3) or more times in an eighteen (18)
1041 month period, may be declared a reckless animal owner; or
1042

1043 (ii) Any owner who is found to have violated this Chapter, who is found to have
1044 violated this Chapter, by violating Sections 6.04.301, 6.04.302, or 6.04.303 two (2) or more
1045 times in any three-year period, may be declared a reckless animal owner.
1046

1047 (b) The Municipal Court shall issue a notification of the declaration or Reckless
1048 Animal Owner to the person with the following:

1049
1050 (i) name and address of the person subject to the declaration,
1051

1052 (ii) the description, violation, and conviction that led to the declaration,
1053

1054 (c) Once declared a reckless animal owner, pursuant to 6.04.305 (a)(i), above, the city
1055 licenses of all animals owned by the person shall be revoked and no new licenses shall be
1056 issued for the period of time set by the court, except that the period of license prohibition, to
1057 prevent the person from keeping or, possessing an animal shall not exceed a period of one
1058 (1) year from the date of the declaration.
1059

1060 (d) Once declared a reckless animal owner, pursuant to 6.04.305 (a)(ii), above, the city
1061 licenses of all animals owned by the person shall be revoked and no new licenses shall be
1062 issued for the period of time set by the court, except that the period of license prohibition, to
1063 prevent the person from keeping or, possessing an animal shall not exceed a period of thirty
1064 (30) consecutive months from the date of the declaration.
1065

1066 (e) A person declared to be a reckless animal owner may apply to the Municipal Court to
1067 have the no license declaration waived after a period of six months for a declaration made
1068 pursuant to 6.04.305(a)(i) and for a period of twelve (12) months upon meeting the
1069 following conditions:
1070

1071 (i) The person has no subsequent violations of this Chapter of the Code, and
1072

1073 (ii) The person has complied with all of the provisions of this act, since the courts
1074 declaration, and
1075

1076 (iii) The person provides proof to the Municipal Court of successful completion
1077 of a program designed to improve the person's understanding of animal
1078 ownership responsibilities and based upon an interview with the Court,
1079 establishes that understanding.
1080

1081 (iv) If the Court finds clear and convincing evidence that the person has complied
1082 with all conditions in this subsection, the Court may rescind the reckless owner
1083 declaration subject to conditions that can help to ensure no future violations. The
1084 person must provide clear and convincing proof that ownership of an animal in
1085 the future will be handled responsibly and not in violation of any law or
1086 ordinance.
1087

1088 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

1135 general laws of the state in respect to a complaint charging a commission of the offense
1136 alleged in the citation to have been committed, then the citation, when filed with the
1137 municipal court, shall be deemed a lawful complaint for the purpose of prosecution under
1138 this chapter.

1139
1140 6.04.360 - Violation—Penalty.

1141
1142 A. For the purpose of this section, a "conviction" means a finding of guilt by the court
1143 after trial, or a plea of guilty or *nolo contendere* to the offense charged.

1144
1145 B. Any person who violates any of the provisions of this chapter, except 6.04.301,
1146 6.04.302, 6.04.303, shall be deemed guilty of a misdemeanor, and upon conviction may be
1147 punished by a fine of up to Seven Hundred and Fifty Dollars. (\$750.00).

1148
1149 C. Any person who violates any of the provisions of Sections 6.04.301, 6.04.302 and
1150 6.04.303, shall be deemed guilty of a misdemeanor, and upon conviction may be punished
1151 by a fine of up to Seven Hundred Fifty Dollars (\$750.00) or six months in jail or both.

1152
1153
1154 NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF
1155 THE CITY OF CASPER, WYOMING;

1156
1157
1158 That the Casper City Council, having determined that the Animal Care and
1159 Control Ordinance within the Casper Municipal Code, Chapter 6.04 shall be further defined and
1160 that the Chapter be repealed and replaced with the above.

1161
1162
1163 This Ordinance shall become effective on _____, 2019.

1164
1165 PASSED on 1st reading the ____ day of _____, 2019.

1166
1167 PASSED on 2nd reading the ____ day of _____, 2019.

1168
1169 PASSED, APPROVED AND ADOPTED ON 3rd and final reading the ____ day
1170 of _____, 2019.

1171

1172
1173 APPROVED AS TO FORM:

1174

1175

1176

1177

1178

1179 ATTEST:

1180

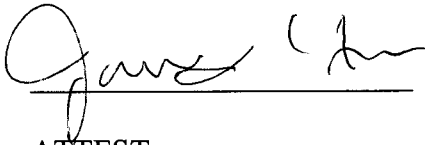
1181

1182

1183

1184 Fleur D. Tremel


1185 City Clerk

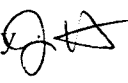


CITY OF CASPER
A municipal corporation

Charles Powell
Mayor

January 9, 2019

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

FROM: John Henley, City Attorney 

SUBJECT: Liquor License Ordinance Amending chapter 5.08 of the
Casper Municipal Code

Meeting Type & Date:
Regular Council Meeting
January 22, 2019

Action Type
Proposed Ordinance
Public Hearing and 1st Reading

Recommendation
That Council conduct the Public Hearing and pass on 1st reading the proposed Liquor License Ordinance amending Chapter 5.08 of the Casper Municipal Code.

Summary
The current Casper Municipal Code chapter addressing alcoholic beverages requires amendment to become consistent with Wyoming State Statutes; the state liquor statutes were amended in 2017. The State Statutes provide for local oversight of local licenses and permits. This proposed Ordinance incorporates also, measures to regulate and prevent conduct which disturbs or jeopardizes the public health, safety, and peace. A premise of the ordinance is that Casper's citizens' best interests and the City's best interests are served by promoting the responsible consumption of alcoholic beverages.

Financial Considerations
None

Oversight/Project Responsibility
Keith McPheeters, Chief of Police
John Henley, City Attorney

- 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 All licensees of limited retail or resort liquor licenses shall post signage on all driveway and
910 pathway exits from the legal boundary of the lot or lots under the ownership or lease by the
911 licensee stating:

912 "No alcohol beyond this point per City of Casper Ordinance."

913

914 G. No person under the age of twenty-one shall enter or remain in an establishment that is
915 primarily for off-premise sales of alcoholic liquor or malt beverages unless accompanied by a
916 parent, spouse or legal guardian who is twenty-one years of age or older.

917

918 (Ord. No. 9-17, §§ 9, 10, 6-20-2017; Ord. No. 3-14, § 1, 2-4-2014; Ord. 19-95 § 1, 1995; Ord.
919 25-86 (part), 1986: prior code § 3-30(A))

920

921 ~~5.08.295~~ **5.08.360** - Right of entry—Inspection.

922

923 A. In addition to all other rights of inspection which the city may now or hereafter possess, the
924 public safety director or the designee(s) of the public safety director are empowered to enter and
925 inspect every place of business which is licensed or permitted by the city to sell malt or alcoholic
926 beverages or where malt or alcoholic beverages are sold, stored or kept for the purpose of sale
927 pursuant to a city liquor license or City-issued permit.

928

929 B. Entry for purposes of inspection pursuant to this section is authorized only during open
930 business hours unless it is in the presence of the licensee or his agent, employee or
931 representative, or unless the person making entry does so under court order, or the person
932 making entry has reasonable grounds to believe that evidence of a violation of this chapter is
933 within the place to be entered and emergency or exigent circumstances exist such that a
934 warrantless search is allowed by law.

935

936 C. Reserved.

937

938 (Ord. 19-95 § 2, 1995)

939 (Ord. No. 9-12, § 1, 3-6-2012; Ord. No. 32-12, § 2, 12-4-2012)

940

941 ~~5.08.300~~ **5.08.370** - Convention facilities.

942

943 If a licensee is engaged in a business operation with convention facilities, the licensee may
944 maintain more than one additional dispensing room under the same license fee. For purposes of
945 this section, a convention facility shall have and maintain all of the following:

946

947 A. Motel or hotel sleeping room accommodations;

948

949 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,~~ aA 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.

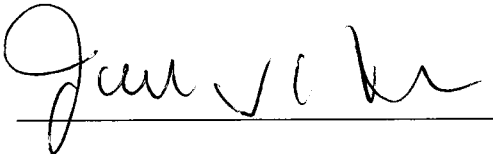
1497 E. If a license is revoked, except as provided in Wyoming Statutes Section 12-7-201(d)
1498 concerning the expiration of a licensee while a revocation order is under appeal, the holder of
1499 such revoked license shall not be eligible to apply for a new license for a period of twelve
1500 months from the date of revocation.

1501
1502 PASSED on 1st reading the ____ day of _____, 2019

1503
1504 PASSED on 2nd reading the ____ day of _____, 2019

1505
1506 PASSED, APPROVED, AND ADOPTED on third and final reading the
1507 ____ day of _____, 2019.

1508
1509
1510 APPROVED AS TO FORM:

1511
1512 
1513
1514

1515
1516 ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

1517
1518
1519
1520
1521 Fleur D. Tremel
1522 City Clerk

Charles Powell
Mayor

1523

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 ____ day of _____, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd 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

January 9, 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 Professional Services with CH2M HILL Engineers, Inc., in the amount of \$63,330, for Engineering Services related to development of the Casper Public Utilities Division Business Plan.

Meeting Type & Date:
Regular Council Meeting
January 22, 2019

Action Type:
Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with CH2M HILL Engineers, Inc., (CH2M), in the amount of \$63,330, for engineering services related to development of the Casper Public Utilities Division Business Plan.

Summary:

The Public Services Department, Public Utilities Division (Division) provides water supply, water treatment, water distribution, wastewater collection and wastewater treatment infrastructure and services to approximately 22,670 customers. Staff seeks to develop and implement a business plan for the Division with the goal of characterizing current and future conditions, and establishing its visions, objectives, strategies, and underlying organizational values.

City staff will work closely with CH2M to develop a business plan that follows and links to the Ten Attributes defined in “Effective Utility Management: A Primer for Water and Wastewater Utilities” (EUM Manual). The approach is based around the Ten Attributes of an Effectively Managed Utility and Five Keys to Management Success—known as Effective Utility Management (EUM). Developed by the Environmental Protection Agency, in collaboration with numerous major water sector associations, EUM is the most widely recognized water sector utility management program in the country.

The CH2M team is experienced in managing and conducting strategic financial and management consulting studies, including asset management, investment prioritization and valuation studies as well as in performance benchmarking. City/CH2M staff will collaborate with key stakeholders including, oversight bodies, community and watershed interests, and regulatory authorities to

develop goals that align with industry comparisons and customer expectations. The result will be a written business plan with actionable, realistic tasks and timelines that links with the City's Comprehensive Plan and Utility Master Plans. Public Utilities Managers will rely on the plan to provide direction for moving the Division from its current level of performance to achieving future goals and visions.

Financial Considerations

Funding for this project will come from the Water, Sewer, and Wastewater Treatment Plant Funds.

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution

Agreement

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” and/or “Owner”).

2. CH2M HILL Engineers, Inc., 200 East 7th Street, Suite 314, Loveland, Colorado 80537 (“Consultant”).

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

RECITALS

A. The City is undertaking a project to develop a Strategic Plan for the Public Services Department, Public Utilities Division.

B. The project requires professional services for development of a strategic plan that characterizes current and future conditions, and establishes the visions, objectives, strategies, and underlying organizational values of the Division.

C. 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 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: See Exhibit “A” “Scope, Schedule, and Budget.”

2. TIME OF PERFORMANCE:

The services of Consultant shall be undertaken and completed on or before the 1st day of July 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed Sixty-Three Thousand Three Hundred Thirty Dollars (\$63,330).

4. METHOD OF PAYMENT:

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

If amounts owed by 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 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 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 Consultant's authorized representatives.

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

[THIS SPACE INTENTIONALLY BLANK TO THE FOLLOWING PAGE]

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 Trement

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

CONSULTANT
CH2M HILL Engineers, Inc.

By: Kyle Snider
Printed Name: KYLE SNIDER
Title: PROJECT MANAGER

By: Albert Paquet
Printed Name: Albert Paquet
Title: Vice President

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

1.2 Notwithstanding the above, 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 Consultant, and the City may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the City from 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 Consultant's compensation, which are mutually agreed upon between the City and 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:

Neither party shall 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 other party: provided, however, that claims for money due or to become due 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, during Consultant's normal business hours of 9 am to 5 pm, to any books, documents, papers, and records of 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, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. 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. 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. 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, model output data, photographs, films, duplicating plates, and reports prepared by 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, 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, model output data, photographs, films, duplicating plates, or other reports retained by Consultant be released to any person, agency, corporation, or organization without the written consent of the City. Consultant is not liable to the City for any claims, damages, losses, and costs, including, but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these project documents.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by Consultant under this Contract are confidential and shall not be made available to any individual or organization by 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. 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:

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

10. SUBCONSULTANT:

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 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 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 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 of 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 Consultant's profession, with limits in the amount of Two Hundred Fifty

Thousand Dollars (\$250,000) per claim and the sum of Five Hundred Thousand Dollars (\$500,000) general aggregate.

C. 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 and agents 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 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 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 with the exception of Professional Liability Insurance, 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 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 adverse change, 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*

With the exception of Professional Liability Insurance, 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. The City may require 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 Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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.

D. Consultant agrees to indemnify the City, the City's employees, elected officials, and appointed officials, and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of 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.

15. STANDARD OF CARE:

The Standard of Care applicable to the Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the

same or similar services at the time said services are performed. Consultant will reperform any services not meeting this standard without additional compensation.

16. FORCE MAJEURE:

In the event Consultant is delayed in performance of services by Acts of God, strikes, lockouts, accidents, or other events beyond the control of Consultant, then Consultant's compensation and the schedule for this Contract shall be equitably adjusted. In the event delays to the services are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

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RESOLUTION NO.19-11

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CH2M HILL ENGINEERS, INC. (CH2M) FOR ENGINEERING SERVICES RELATED TO DEVELOPMENT OF A BUSINESS PLAN FOR THE CASPER PUBLIC UTILITIES DIVISION (DIVISION).

WHEREAS, the City of Casper desires to secure an engineering firm to provide services related to the development of a business plan for Casper Public Utilities that characterizes current and future conditions, and establishes the visions, objectives, strategies, and underlying organizational values of the Division; and,

WHEREAS, CH2M is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with CH2M, in the amount of Sixty-Three Thousand Three Hundred Thirty Dollars (\$63,330.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Sixty-Three Thousand Three Hundred Thirty Dollars (\$63,330.00).

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

December 26, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an Agreement with Playground Hound, LLC, dba LuckyDog Recreation, in the Amount of \$78,219.00, for the 2019 Playground Equipment Improvements.

Meeting Type & Date
Regular Council Meeting
January 22, 2019

Action type
Resolution

Recommendation

That Council, by resolution, authorize an agreement with Playground Hound, LLC, dba LuckyDog Recreation (LuckyDog), for the 2019 Playground Equipment Improvements, Project No. 18-070, in the amount of \$78,219.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$2,000.00, for a total project amount of \$80,219.00.

Summary

On Wednesday, December 26, 2018, five (5) bids were received for the 2019 Playground Equipment Improvements, Project No. 18-070. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
LuckyDog	Ashton, ID	\$78,219.00
Stoner Lawn and Landscape	Casper, WY	\$84,896.00
3 Cord Construction	Casper, WY	\$86,015.00
Dakota Playground	Fargo, ND	\$105,613.00
Churchich Recreation	Niwot, CO	\$107,443.00

The 2019 Playground Equipment Improvements Project furnishes and installs new playground equipment at Centennial Park and new engineered wood fiber (EWF) at nine additional parks within the City of Casper. The existing playground equipment needs to be replaced as it is over twenty-five (25) years old and does not abide by industry safety standards, and the existing EWF has been displaced by weather and normal use. Work is scheduled to be completed by March 23, 2019. The estimate prepared by the City Engineering Division was \$75,000.00.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. Although two (2) bids were received by in-state contractors, their bid amounts exceeded the five

percent (5%) preference. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations

Funding will be from One Cent #15 Optional Sales Tax Revenue allocated to the Parks Department for Playground and Fall Material Replacement and Miscellaneous Park Improvements.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Playground Hound, LLC, dba LuckyDog Recreation, P. O. Box 603, Ashton, Idaho, 83420, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install new playground equipment at Centennial Park and new engineered wood fiber at several parks within the City of Casper; and,

WHEREAS, Playground Hound, LLC, dba LuckyDog Recreation, is able and willing to provide those services specified as the 2019 Playground Equipment Improvements, Project No. 18-070.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2019 Playground Equipment Improvements, Project No. 18-070, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to 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 **March 23, 2019** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **March 30, 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 Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for

final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Seventy-Eight Thousand Two Hundred Nineteen Dollars (\$78,219.00), 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, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page 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 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

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 (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five

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

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

5.2 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 tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract

Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 International Playground Equipment Manufacturer's Association (IPEMA) Certification.
- 8.6 Addenda No. (1, 2, 3).
- 8.7 Performance and Labor and Payment Bonds.
- 8.8 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.9 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.10 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.11 Division 01 - General Requirements, consisting of seven (7) sections.
- 8.12 Division 02 – Site Construction, consisting of one (1) section.
- 8.13 Notice of Award.
- 8.14 Notice to Proceed.
- 8.15 Minutes of the Pre-Bid Conference, if any.

8.16 Contract Drawings consisting of six (6) drawing sheets, with each sheet bearing the following general title:

2019 Playground Equipment Improvements, Project No. 18-070

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

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

8.19 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

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ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2019.

APPROVED AS TO FORM:

Wallis Tremblat

CONTRACTOR:

WITNESS:

Playground Hound, LLC, dba LuckyDog Recreation

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

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

PROJECT IDENTIFICATION: City of Casper
2019 Playground Equipment Improvements
Project No. 18-070

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **March 23, 2019**, and completed and ready for final payment not later than **March 30, 2019** in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> 1 </u>	Dated <u> 12-11 </u>
Addendum No. <u> 2 </u>	Dated <u> 12-18 </u>
<u> 3 </u>	<u> 12-18 </u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 78,219⁰⁰

TOTAL BASE BID, IN WORDS: Twenty Eight thousand
Two Hundred Nineteen + 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. Exhibit "B" - Itemized Bid Schedule.
 - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
 - D. International Playground Equipment Manufacturer's Association (IPEMA) certification.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder:

Lucky Dog Recreation
PO Box 603
Ashton Id 83420

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 12-21-18, 2018.

Bidder is bidding as a non-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: Playground Hound, LLC DBA Lucky Dog Recreation (seal)
(Firm's Name)

Nicole Stoddard
(General Partner)

Business Address: PO Box 603
Ashton Id 83420

Phone Number: 208-652-7925

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Playground Board, LLC ^{DBA} Judy Dog Recreation (seal)
(Corporation's or Limited Liability Company's Name)

Idaho
(State of Incorporation or Organization)

By: W. Stoddard (seal)

(Title) VP Sales

(Seal)

Attest: _____

Business Address: PO Box 603
Ashton Id 83420

Phone Number: 208-632-7926

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.)

EXHIBIT "B"
BID SCHEDULE

2019 PLAYGROUND EQUIPMENT IMPROVEMENTS

PROJECT NO. 18-070

Bid Date: December 26, 2018

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
SY = Square Yard

R&R = Remove and Replace
FA = Force Account

LF = Linear Feet
CY = Cubic Yard

F&I = Furnish and Install
EA = Each

Bid Schedule – Base Project

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$ 3,500	\$ 3,500 ⁰⁰
2	F&I Centennial Park Playground Equipment	LS	1	\$ 32,730	\$ 32,730 ⁰⁰
3	F&I Engineered Wood Fiber	CY	1,150	\$ 36.51	\$ 41,989 ⁰⁰
TOTAL BID – BASE PROJECT					\$ 78,219⁰⁰

• **BID IN WORDS:**

Twenty Eight Thousand Two Hundred Nineteen
+ 00/100

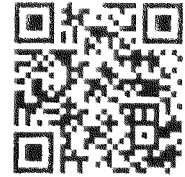
This bid submitted by:

Lucky Dog Recreation

(Individual, partnership, corporation, or joint venture name)



INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION



ASTM F1487-17 CERTIFIED PLAYGROUND EQUIPMENT

ISSUE DATE: December 19, 2018

Requested By: Margaret Miller

Project: LDR186D2E9A – CENTENNIAL PARK

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-17 (excluding sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of ASTM F1487-17 (excluding sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3).

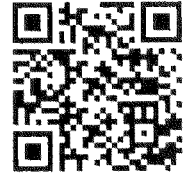
This certificate is invalid if any component or part is replaced, unless purchased from the original manufacturer and assembled in accordance with the original equipment manufacturer's instructions. Check with the manufacturer to determine the validity of the certification of the product(s) listed prior to using this certificate for proof of certification.

MODEL #	PRODUCT	PRODUCT LINE	MANUFACTURER
1209-24R35	Transfer Station Deck 36"H R35	R3.5 Playcraft	Playcraft Systems
1206-24R35	STEPS ADA 24-26 w/ WALLS	R3.5 Playcraft	Playcraft Systems
1705	Slide Qtr. Turn 3'H	R3.5 Playcraft	Playcraft Systems
1013-R35	Post Steel 13' R35	R3.5 Playcraft	Playcraft Systems
1012-R35	Post Steel 12' R35	R3.5 Playcraft	Playcraft Systems
1011-R35	Post Steel 11' R35	R3.5 Playcraft	Playcraft Systems
1010-R35	Post Steel 10' R35	R3.5 Playcraft	Playcraft Systems
1962-R35	Play Seat R35	R3.5 Playcraft	Playcraft Systems
1658-R35	Drum Panel R35	R3.5 Playcraft	Playcraft Systems
1105-R35	Deck, Half R35	R3.5 Playcraft	Playcraft Systems
1101-R35	Deck Square R35	R3.5 Playcraft	Playcraft Systems
1937-R35	Crunch Handle R35	R3.5 Playcraft	Playcraft Systems
1228-56	BEDROCK CLIMBER 5'-6'H	R3.5 Playcraft	Playcraft Systems
PC 2120	Arch Swing	Swings	Playcraft Systems
1218-5	Arch Climber 5'H	R3.5 Playcraft	Playcraft Systems



IPEMA

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION



PEMA CAN/CSA-Z614-14 CERTIFICATE OF COMPLIANCE

ISSUE DATE: December 19, 2018

Requested By: Margaret Miller

Project: LDR186D2E9A – CENTENNIAL PARK

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to CAN/CSA-Z614-14 (excluding clauses 10 and 11) Children's Playspaces and Equipment.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of CAN/CSA-Z614-14 (excluding clauses 10 and 11).

This certificate is invalid if any component or part is replaced, unless purchased from the original manufacturer and assembled in accordance with the original equipment manufacturer's instructions. Check with the manufacturer to determine the validity of the certification of the product(s) listed prior to using this certificate for proof of certification.

MODEL #	PRODUCT	PRODUCT LINE	MANUFACTURER
1209-24R35	Transfer Station Deck 36"H R35	R3.5 Playcraft	Playcraft Systems
1206-24R35	STEPS ADA 24-26 w/ WALLS	R3.5 Playcraft	Playcraft Systems
1705	Slide Qtr. Turn 3'H	R3.5 Playcraft	Playcraft Systems
1013-R35	Post Steel 13' R35	R3.5 Playcraft	Playcraft Systems
1012-R35	Post Steel 12' R35	R3.5 Playcraft	Playcraft Systems
1011-R35	Post Steel 11' R35	R3.5 Playcraft	Playcraft Systems
1010-R35	Post Steel 10' R35	R3.5 Playcraft	Playcraft Systems
1962-R35	Play Seat R35	R3.5 Playcraft	Playcraft Systems
1105-R35	Deck, Half R35	R3.5 Playcraft	Playcraft Systems
1101-R35	Deck Square R35	R3.5 Playcraft	Playcraft Systems
1937-R35	Crunch Handle R35	R3.5 Playcraft	Playcraft Systems
1228-56	BEDROCK CLIMBER 5'-6'H	R3.5 Playcraft	Playcraft Systems
1218-5	Arch Climber 5'H	R3.5 Playcraft	Playcraft Systems

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

2019 PLAYGROUND EQUIPMENT IMPROVEMENTS
PROJECT NO. 18-070

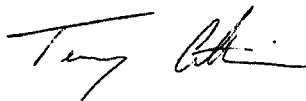
by

CITY OF CASPER
200 N. David
Casper, Wyoming 82601

ADDENDUM DATE: December 11, 2018

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)

Lucky Dog Recreation
Firm

U. Stoddard
By: Signature

VP Sales
Title

12-12-18
Date Received

ADDENDUM NO. 2

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**2019 PLAYGROUND EQUIPMENT IMPROVEMENTS
PROJECT NO. 18-070**

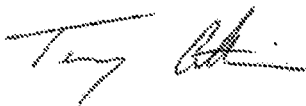
by

**CITY OF CASPER
200 N. David
Casper, Wyoming 82601**

ADDENDUM DATE: December 18, 2018

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Tech II

**ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)**

Lucky Dog Recreation
Firm

W Stoddard
By: Signature

VP Sales
Title

12-19-18
Date Received

ADDENDUM NO. 3

to the

BIDDING AND CONTRACT DOCUMENTS

for the

2019 PLAYGROUND EQUIPMENT IMPROVEMENTS
PROJECT NO. 18-070

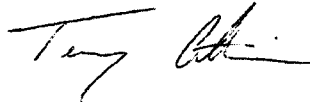
by

CITY OF CASPER
200 N. David
Casper, Wyoming 82601

ADDENDUM DATE: December 18, 2018

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)

Lucky Day Recreation
Firm

W Stoddard
By: Signature

VP Sales
Title

12-19-18
Date Received

RESOLUTION NO.19-12

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PLAYGROUND HOUND, LLC, DBA LUCKYDOG RECREATION, FOR THE 2019 PLAYGROUND EQUIPMENT IMPROVEMENTS, PROJECT NO. 18-070.

WHEREAS, the City of Casper desires to install new playground equipment at Centennial Park and new engineered wood fiber at several parks within the City of Casper; and,

WHEREAS, Playground Hound, LLC, dba LuckyDog Recreation, is able and willing to provide those services specified as 2019 Playground Equipment Improvements, Project No. 18-070; 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 Two Thousand Dollars (\$2,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

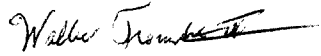
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Playground Hound, LLC, dba LuckyDog Recreation, in the amount of Seventy-Eight Thousand Two Hundred Nineteen Dollars (\$78,219.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Seventy-Eight Thousand Two Hundred Nineteen Dollars (\$78,219.00), and Two Thousand Dollars (\$2,000.00) for a construction contingency account, for a total project amount of Eighty Thousand Two Hundred Nineteen Dollars (\$80,219.00).

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 Two Thousand Dollars (\$2,000.00), 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:
(2019 Playground Equipment Improvements, Project No. 18-070)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

January 3, 2019

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

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

SUBJECT: Authorizing a Final Acceptance Certificate with Wyoming Department of Transportation for the Robertson Road South Pathway.

Meeting Type & Date
Regular Council Meeting
January 22, 2018

Action type
Resolution

Recommendation

That Council, by resolution, authorize the Final Acceptance Certificate with the Wyoming Department of Transportation (WYDOT) for the Robertson Road South Pathway, Project No. 15-41.

Summary

On August 7, 2018, Powder River Construction, Inc. (PRC), was awarded a Tender Agreement with the City of Casper and United Fire and Casualty Company (UFCC) for the Completion of the Robertson Road South Pathway, Project No. 15-41. The project involved constructing a new pathway extension along the west side of Robertson Road from the bridge over the North Platte River to the Green Valley Mobile Home Subdivision. Funding in the amount of \$359,810.00 was awarded to the City of Casper through WYDOT's Transportation Alternative Program (TAP) for this work.

On November 21, 2018, the City of Casper accepted that the project had been completed in accordance with the plans and specifications. WYDOT's TAP program requires local public agencies to submit a certificate of project completion to WYDOT prior to reimbursement of the final 10% of project funds. City staff has reviewed the Final Acceptance Certificate and recommends Council authorization.

Financial Considerations

N/A

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services

Attachments

Resolution
Final Acceptance Certificate

Final Acceptance Certificate

Project Number:	CD16205	WYDOT Program:	TAP
Project Amount:	\$449,762.68	Match Requirement:	20% CFDA #: 20.205
Funding Type:	Federal		

Local Public Agencies (LPAs) are required to submit a certification of project completion to WYDOT prior to reimbursement of the final 10% of project funds. To do so, the LPA must provide the following information (highlighted in orange):

Project Sponsor:	City of Casper		
Address:	200 North David Street		
City:	Casper	State:	WY Zip Code: 82601
Contact Name:	Terry Cottenoir	Title:	Engineering Technician
Telephone Number:	307-235-8341	Email Address:	tcottenoir@casperwy.gov

Project sponsor **City of Casper** hereby accepts and certifies that the aforementioned project has been completed in accordance with the plans and specifications dated **June 20, 2017** and agrees to accept full maintenance thereof, this **2nd** day of **January, 2019**

Attest: Signature of Project Sponsor	 Chairman of governing body
The aforementioned project has been designed and constructed according to accepted engineering and architectural standards.	
 Name of Architectural or Engineering Firm	 Signature
 License Number (if applicable)	 Printed Name

The aforementioned project is accepted as complete as certified above by the sponsoring entity and its professional consulting engineer and is hereby approved for final payment.

WYDOT

Once completed, email a copy of this signed document along with the supporting documentation to your WYDOT LGC Contact.

Attach a copy of the following information to this document:
 * Proof of forty day advertisement for final settlement and project completion per Wyoming Statute 16-6-116
 Failure to attach the required information may result in project delays.

*** Proof of Publication ***

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

AFFIDAVIT OF PUBLICATION

STATE OF WYOMING)
COUNTY OF NATRONA)

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

Daily

Weekly

In the regular and entire issue of said newspaper, and not in any supplement thereof, for 3 Consecutive Days Weeks

commencing with issue dated Dec 9, 2018
ending with issue dated Dec 23, 2018

City of Casper
Dawn Thompson
200 N. DAVID ST.
CASPER WY 82601

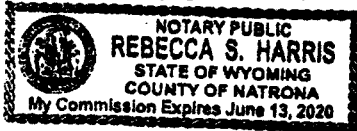
ORDER NUMBER 48856

Sami Bowman
Signed

Subscribed in my presence and sworn to before me this

24th day of Dec 2018

Rebecca S. Harris



NOTICE OF FINAL PAYMENT TO CONTRACTOR

NOTICE IS HEREBY GIVEN that the City of Casper, Wyoming, has accepted the work as substantially completed according to the plans, specifications, and rules set forth in the contract between the City of Casper and Powder River Construction, Inc., pursuant to the Robertson Road South Pathway, Project No. 15-41 and that Powder River Construction, Inc., is entitled to settlement therefor. On the 19th day of January, 2019, being the forty-first day after the first publication of this Notice, the City of Casper, Wyoming, will pay to Powder River Construction, Inc., the full amount due under said contract.

All persons having claims for labor and material furnished to or on behalf of the above stated Contractor shall present them to the City prior to the date specified above that payment will be made to said Contractor.

Dated the 26th Day of November, 2018.

CITY OF CASPER, WYOMING
A Municipal Corporation
J. Carter Napier
City Manager

Published: December 9, 16 & 23, 2018

Legal No: 48856

Section: Legal Notices

Category: 925 Misc Legals

PUBLISHED ON: 12/09/2018, 12/16/2018, 12/23/2018

TOTAL AD COST: 223.12

FILED ON: 12/24/2018

RESOLUTION NO.19-13

A RESOLUTION AUTHORIZING A FINAL ACCEPTANCE CERTIFICATE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE ROBERTSON ROAD SOUTH PATHWAY.

WHEREAS, the City of Casper constructed a new concrete pathway along Robertson Road; and,

WHEREAS, funding in the amount of Three Hundred Fifty-Nine Thousand Eight Hundred Ten Dollars (\$359,810.00) was awarded to the City of Casper through the Wyoming Department of Transportation's Transportation Alternatives Program; and,

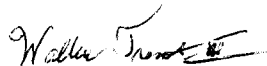
WHEREAS, the Wyoming Department of Transportation's Transportation Alternatives Program requires that Local Public Agencies submit a certificate of project completion prior to reimbursement of the final ten percent (10%) of project funds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute the Wyoming Department of Transportation's Final Acceptance Certificate for this project.

BE IT FURTHER RESOLVED: That either the City Manager or the Public Services Director for the City of Casper, are hereby authorized to act as the authorized representatives of the City of Casper, to act on behalf of the Casper City Council on all matters relating to this certificate.

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

December 26, 2018

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

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

SUBJECT: Authorizing Change Order No. 4 with Andreen Hunt Construction, Inc., in the amount of \$5,924.97 and for a time extension of eighty-seven (87) days, for the East Casper Zone III Water System Improvements Project, No. 13-38.

Action Type:

Regular Council Meeting
January 22, 2019

Recommendation:

That Council, by resolution, authorize Change Order No. 4 (CO4) with Andreen Hunt Construction, Inc., (AHC) in the amount of \$5,924.97 and for a time extension of eighty-seven (87) days, for the East Casper Zone III Water System Improvements Project, No. 13-38.

Summary:

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

CO4 includes adjustments of final project quantities; drainage repairs and fire hydrant work near Allendale Boulevard related to the water transmission main; additional booster station electrical work; installation of a 48-inch storm water culvert trash guard; roof hatch modifications; additional grading for site drainage at the new pump station; site cattle guard rail fencing gate; and sample tap penetrations and insulated enclosure box at the new water storage tank.

CO4 includes a time extension of eighty-seven (87) days. The additional time is needed for the site drainage work and manufacturing lead times for the insulated enclosure box.

Civil Engineering Professionals, Inc. (CEPI) is currently under contract to provide design and construction administration services for the project. CEPI, Wyoming Water Development Commission (WWDC) and City of Casper staff have reviewed the work, pricing and time extension for CO4 for a total of \$5,924.97 and eighty-seven (87) days and recommend approval. With CO4, the total contract amount with AHC will be \$3,549,199.97, and contingency funds will be reduced to \$75,672.03.

Financial Considerations:

Funding for CO4 will be 67% from the WWDC grant and the remaining 33% from City of Casper Water Fund Reserves.

Oversight/Project Responsibility:
Alex Sveda, Associate Engineer

Attachments:
Resolution
CO4
Recommendation from Engineer

**CITY OF CASPER
CHANGE ORDER**

NO. Four (4)

PROJECT: East Zone 3 Water Improvements Project **DATE OF ISSUANCE:** 11-16-2018
OWNER: City of Casper
CONTRACTOR: Andreen Hunt Construction, Inc
ENGINEER: Civil Engineering Professionals, Inc

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

Description:

Part A: Contract adjustment for final installed quantities, sewer conflicts, existing water pipe conflicts, additional work pertaining to existing water pipe, additional work for moving a fire hydrant, electrical work at the booster station, the installation of a 48" trash guard installed on the upstream side of a 48" storm water culvert, and roof hatch modifications at the water tank. The contract time extension associated with Part A pertains to work described above and for all other contract components prior to this change order including the water transmission main, water storage tank, pump station, etc.

Part B: Sample tap and penetrations enclosure at the water tank, additional grading at the booster station, and rail/cattle gate at the tank site entrance. The contract time extension associated with Part B is for the items described in Part B only.

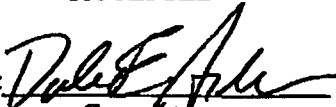
Attachments: CEPI Memo and supporting documents including: CO Allendale request 1, CO Allendale request 2, time and materials pertaining to additional work related to exiting abandoned water line, cost estimate for additional grading at the booster station, and cost invoice for roof hatch modifications at water tank.

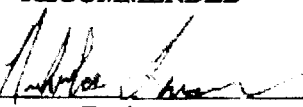
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 3,451,872.00	Original Contract Time: (days or date) Substantial completion: <u>June 1, 2018</u> Final completion: <u>July 1, 2018</u>
Previous Change Orders No. <u>0</u> to <u>3</u> \$ 91,403.00	Net change from previous Change Orders (days): <u>35</u> Calendar days
Contract Price prior to this Change Order: \$ 3,543,275.00	Contract Time prior to this Change Order: Substantial completion: <u>July 6, 2018</u> Final completion: <u>August 5, 2018</u>
Net Increase/Decrease of this Change Order: \$ 5,924.97	Net Increase/Decrease of this Change Order: (days) <u>14</u> Calendar days for Part A <u>87</u> Calendar days for Part B
Contract Price with all approved Change Orders: \$ 3,549,199.97	Contract Time with all approved Change Orders:(date) Substantial completion Part A: <u>July 20, 2018</u> Final completion Part A: <u>August 19, 2018</u> Substantial completion Part B: <u>October 1, 2018</u> Final completion Part B: <u>October 31, 2018</u>

ACCEPTED

RECOMMENDED

APPROVED

BY: 
Contractor

BY: 
Engineer

BY: _____
Owner

East Casper Zone III Water System Improvements Project
Contractor - Andreen Hunt Construction, Inc
Change Order No. 4 (Final)

Schedule A - West Transmission Main										
ITEM	DESCRIPTION	UNIT	Current Contract (CO No. 3)			CO No. 4 (Final)			Total Quantity Difference	Total Cost Difference
			Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost		
A1	Mobilization	LS	1	\$ 62,000.00	\$ 62,000.00	1.00	\$ 62,000.00	\$ 62,000.00	0.00	\$ -
A2	16-inch PVC Waterline - DR 18	LF	7,100	\$ 38.00	\$ 269,800.00	6838.00	\$ 38.00	\$ 259,844.00	(262.00)	\$ (9,956.00)
A3	16-inch PVC Waterline - DR 14	LF	5,400	\$ 46.00	\$ 248,400.00	5400.00	\$ 46.00	\$ 248,400.00	0.00	\$ -
A4	16-inch Fitting	EA	40	\$ 1,000.00	\$ 40,000.00	35.00	\$ 1,000.00	\$ 35,000.00	(5.00)	\$ (5,000.00)
A5	16-inch Gate Valve	EA	7	\$ 7,000.00	\$ 49,000.00	7.00	\$ 7,000.00	\$ 49,000.00	0.00	\$ -
A6	16-inch Butterfly Valve	EA	4	\$ 3,000.00	\$ 12,000.00	4.00	\$ 3,000.00	\$ 12,000.00	0.00	\$ -
A7	16-inch Concrete Thrust Anchor	EA	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00	0.00	\$ -
A8	12-inch PVC Waterline - DR 18	LF	100	\$ 43.00	\$ 4,300.00	110.00	\$ 43.00	\$ 4,730.00	10.00	\$ 430.00
A9	12-inch Fitting	EA	7	\$ 900.00	\$ 6,300.00	7.00	\$ 900.00	\$ 6,300.00	0.00	\$ -
A10	12-inch Gate Valve	EA	4	\$ 3,000.00	\$ 12,000.00	4.00	\$ 3,000.00	\$ 12,000.00	0.00	\$ -
A11	8-inch PVC Waterline - DR 14	LF	35	\$ 48.00	\$ 1,680.00	35.00	\$ 48.00	\$ 1,680.00	0.00	\$ -
A12	8-inch Fitting	EA	5	\$ 400.00	\$ 2,000.00	1.00	\$ 400.00	\$ 400.00	(4.00)	\$ (1,600.00)
A13	8-inch Gate Valve	EA	1	\$ 1,700.00	\$ 1,700.00	1.00	\$ 1,700.00	\$ 1,700.00	0.00	\$ -
A14	Fire Hydrant Assembly	EA	7	\$ 6,000.00	\$ 42,000.00	7.00	\$ 6,000.00	\$ 42,000.00	0.00	\$ -
A15	Air Release Valve	EA	9	\$ 9,000.00	\$ 81,000.00	9.00	\$ 9,000.00	\$ 81,000.00	0.00	\$ -
A16	Water Service Reconnect	EA	12	\$ 1,800.00	\$ 21,600.00	15.00	\$ 1,800.00	\$ 27,000.00	3.00	\$ 5,400.00
A17	1" Water Service - New	EA	5	\$ 1,300.00	\$ 6,500.00	7.00	\$ 1,300.00	\$ 9,100.00	2.00	\$ 2,600.00
A18	Connect to Existing Main	EA	3	\$ 1,300.00	\$ 3,900.00	3.00	\$ 1,300.00	\$ 3,900.00	0.00	\$ -
A19	12" Check Valve and Vault	EA	1	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	\$ 30,000.00	0.00	\$ -
A20	Select Backfill	CY	1,500	\$ 0.01	\$ 15.00	200.00	\$ 0.01	\$ 2.00	(1300.00)	\$ (13.00)
A21	Foundation Material	CY	250	\$ 0.02	\$ 5.00	141.00	\$ 0.02	\$ 2.82	(109.00)	\$ (2.18)
A22	Waterline I.D. Post	EA	35	\$ 70.00	\$ 2,450.00	35.00	\$ 70.00	\$ 2,450.00	0.00	\$ -
A23	Control Density Backfill - Flowfill	CY	70	\$ 100.00	\$ 7,000.00	47.00	\$ 100.00	\$ 4,700.00	(23.00)	\$ (2,300.00)
A24	4" PMP/9" Grading "W" Base Course	SY	2,100	\$ 42.00	\$ 88,200.00	2132.00	\$ 42.00	\$ 89,544.00	32.00	\$ 1,344.00
A25	3" PMP/6" Grading "W" Base Course	SY	600	\$ 30.00	\$ 18,000.00	650.00	\$ 30.00	\$ 19,500.00	50.00	\$ 1,500.00
A26	6" Grading "W" Base Course	SY	1,200	\$ 9.00	\$ 10,800.00	1200.00	\$ 9.00	\$ 10,800.00	0.00	\$ -
A27	48-inch RCP Storm Sewer	LF	136	\$ 190.00	\$ 25,840.00	136.00	\$ 190.00	\$ 25,840.00	0.00	\$ -
A28	48-inch RCP Flared End	EA	4	\$ 2,000.00	\$ 8,000.00	4.00	\$ 2,000.00	\$ 8,000.00	0.00	\$ -
A29	30-inch RCP Storm Sewer	LF	80	\$ 170.00	\$ 13,600.00	80.00	\$ 170.00	\$ 13,600.00	0.00	\$ -
A30	30-inch RCP Flared End	EA	2	\$ 1,100.00	\$ 2,200.00	2.00	\$ 1,100.00	\$ 2,200.00	0.00	\$ -
A31	24-inch RCP Storm Sewer	LF	70	\$ 100.00	\$ 7,000.00	86.00	\$ 100.00	\$ 8,600.00	16.00	\$ 1,600.00
A32	24-inch RCP Flared End	EA	2	\$ 900.00	\$ 1,800.00	4.00	\$ 900.00	\$ 3,600.00	2.00	\$ 1,800.00
A33	Pipeline Earthwork	LS	1	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ 3,000.00	0.00	\$ -
A34	Fence Repair/Replace	LF	1,550	\$ 4.00	\$ 6,200.00	832.00	\$ 4.00	\$ 3,328.00	(718.00)	\$ (2,872.00)
A35	Fence Access Gate	EA	4	\$ 350.00	\$ 1,400.00	1.00	\$ 350.00	\$ 350.00	(3.00)	\$ (1,050.00)
A36	Temporary Horse Safe Fence	LS	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00	0.00	\$ -
A37	Striping	LS	1	\$ 2,000.00	\$ 2,000.00	0.00	\$ 2,000.00	\$ -	(1.00)	\$ (2,000.00)
A38	Traffic Control	LS	1	\$ 11,000.00	\$ 11,000.00	1.00	\$ 11,000.00	\$ 11,000.00	0.00	\$ -
A39	Seeding and Mulching	LS	1	\$ 17,000.00	\$ 17,000.00	1.00	\$ 17,000.00	\$ 17,000.00	0.00	\$ -
			SUBTOTAL - BID SCHEDULE			SUBTOTAL - CO No. 4 (FINAL)			TOTAL COST	\$ (10,119.18)

Schedule B - East Transmission Main

ITEM	DESCRIPTION	UNIT	Current Contract (CO No. 3)			CO No. 4 (Final)			Total Quantity Difference	Total Cost Difference	
			Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost			
B1	Mobilization	LS	1	\$ 43,000.00	\$ 43,000.00	1.00	\$ 43,000.00	\$ 43,000.00	0.00	\$ -	
B2	16-inch PVC Waterline - DR18	LF	10,250	\$ 38.00	\$ 389,500.00	10230.00	\$ 38.00	\$ 388,740.00	(20.00)	\$ (760.00)	
B3	16-inch Fitting	EA	25	\$ 1,400.00	\$ 35,000.00	21.00	\$ 1,400.00	\$ 29,400.00	(4.00)	\$ (5,600.00)	
B4	16-inch Gate Valve	EA	7	\$ 7,000.00	\$ 49,000.00	5.00	\$ 7,000.00	\$ 35,000.00	(2.00)	\$ (14,000.00)	
B5	16-inch Butterfly Valve	EA	2	\$ 3,000.00	\$ 6,000.00	2.00	\$ 3,000.00	\$ 6,000.00	0.00	\$ -	
B6	Fire Hydrant Assembly	EA	3	\$ 6,000.00	\$ 18,000.00	3.00	\$ 6,000.00	\$ 18,000.00	0.00	\$ -	
B7	Air Release Valve	EA	5	\$ 9,000.00	\$ 45,000.00	5.00	\$ 9,000.00	\$ 45,000.00	0.00	\$ -	
B8	28-inch Bore Casing and Spacers	LF	370	\$ 350.00	\$ 129,500.00	370.00	\$ 350.00	\$ 129,500.00	0.00	\$ -	
B9	1" Water Service - New	EA	4	\$ 1,300.00	\$ 5,200.00	4.00	\$ 1,300.00	\$ 5,200.00	0.00	\$ -	
B10	Connect to Existing Main	EA	2	\$ 1,900.00	\$ 3,800.00	2.00	\$ 1,900.00	\$ 3,800.00	0.00	\$ -	
B11	Select Backfill	CY	1,000	\$ 0.01	\$ 10.00	0.00	\$ 0.01	\$ -	(1000.00)	\$ (10.00)	
B12	Foundation Material	CY	200	\$ 0.01	\$ 2.00	0.00	\$ 0.01	\$ -	(200.00)	\$ (2.00)	
B13	Waterline I.D. Post	EA	30	\$ 70.00	\$ 2,100.00	30.00	\$ 70.00	\$ 2,100.00	0.00	\$ -	
B14	Control Density Backfill - Flowfill	CY	10	\$ 110.00	\$ 1,100.00	6.50	\$ 110.00	\$ 715.00	(3.50)	\$ (385.00)	
B15	Fence Repair/Replace	LF	2,850	\$ 3.00	\$ 8,550.00	2760.00	\$ 3.00	\$ 8,280.00	(90.00)	\$ (270.00)	
B16	Temporary Horse Safe Fence	LS	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	
B17	4" PMP/9" Grading "W" Base Course	SY	15	\$ 40.00	\$ 600.00	11.00	\$ 40.00	\$ 440.00	(4.00)	\$ (160.00)	
B18	6" Grading "W" Base Course	SY	350	\$ 9.00	\$ 3,150.00	350.00	\$ 9.00	\$ 3,150.00	0.00	\$ -	
B19	Concrete Fillet and Valley Guter	LS	1	\$ 2,700.00	\$ 2,700.00	1.00	\$ 2,700.00	\$ 2,700.00	0.00	\$ -	
B20	10' Sidewalk w/ Handicap Ramp	LS	1	\$ 2,200.00	\$ 2,200.00	1.00	\$ 2,200.00	\$ 2,200.00	0.00	\$ -	
B21	Traffic Control	LS	1	\$ 6,900.00	\$ 6,900.00	1.00	\$ 6,900.00	\$ 6,900.00	0.00	\$ -	
B22	Seeding and Mulching	LS	1	\$ 14,000.00	\$ 14,000.00	1.00	\$ 14,000.00	\$ 14,000.00	0.00	\$ -	
SUBTOTAL - BID SCHEDULE					\$ 766,312.00	SUBTOTAL - CO No. 4 (FINAL)			\$ 745,125.00	TOTAL COST	\$ (21,187.00)

Schedule C - Water Storage Tank

ITEM	DESCRIPTION	UNIT	Current Contract (CO No. 3)			CO No. 4 (Final)			Total Quantity Difference	Total Cost Difference	
			Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost			
C1	Mobilization	LS	1	\$ 25,000.00	\$ 25,000.00	1.00	\$ 25,000.00	\$ 25,000.00	0.00	\$ -	
C2	Earthwork and Site Prep	LS	1	\$ 12,000.00	\$ 12,000.00	1.00	\$ 12,000.00	\$ 12,000.00	0.00	\$ -	
C3	Tank Access Roadway Earthwork	LS	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	
C4	Water Storage Tank Yard Piping	LS	1	\$ 60,000.00	\$ 60,000.00	1.00	\$ 60,000.00	\$ 60,000.00	0.00	\$ -	
C5	Tank Foundation and Structural Fill	LS	1	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	\$ 30,000.00	0.00	\$ -	
C6	Welded Steel Tank and Accessories	LS	1	\$ 300,000.00	\$ 300,000.00	1.00	\$ 300,000.00	\$ 300,000.00	0.00	\$ -	
C7	Interior Tank Coating System	LS	1	\$ 100,000.00	\$ 100,000.00	1.00	\$ 100,000.00	\$ 100,000.00	0.00	\$ -	
C8	Exterior Tank Coating System	LS	1	\$ 70,000.00	\$ 70,000.00	1.00	\$ 70,000.00	\$ 70,000.00	0.00	\$ -	
C9	Drain/Overflow Structure	LS	1	\$ 25,000.00	\$ 25,000.00	1.00	\$ 25,000.00	\$ 25,000.00	0.00	\$ -	
C10	Tank Mixer	LS	1	\$ 40,000.00	\$ 40,000.00	1.00	\$ 40,000.00	\$ 40,000.00	0.00	\$ -	
C11	Chain Link Fencing	LF	625	\$ 38.00	\$ 23,750.00	523.00	\$ 38.00	\$ 19,874.00	(102.00)	\$ (3,876.00)	
C12	6" Grading "W" Base Course	SY	1,650	\$ 8.00	\$ 13,200.00	1650.00	\$ 8.00	\$ 13,200.00	0.00	\$ -	
C13	Electrical and SCADA	LS	1	\$ 31,000.00	\$ 31,000.00	1.00	\$ 31,000.00	\$ 31,000.00	0.00	\$ -	
C14	Temporary Horse Safe Fence	LS	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	
C15	Seeding and Mulching	LS	1	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	
SUBTOTAL - BID SCHEDULE					\$ 733,950.00	SUBTOTAL - CO No. 4 (FINAL)			\$ 730,074.00	TOTAL COST	\$ (3,876.00)

Schedule D - Booster Pump Station

ITEM	DESCRIPTION	UNIT	Current Contract (CO No. 3)			CO No. 4 (Final)			Total Quantity Difference	Total Cost Difference
			Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost		
D1	Mobilization	LS	1	\$ 23,000.00	\$ 23,000.00	1.00	\$ 23,000.00	\$ 23,000.00	0.00	\$ -

D2	Earthwork and Site Prep	LS	1	8,000.00	\$ 8,000.00	1.00	\$ 8,000.00	\$ 8,000.00	0.00	\$ -	
D3	Pump Station Yard Piping	LS	1	48,000.00	\$ 48,000.00	1.00	\$ 48,000.00	\$ 48,000.00	0.00	\$ -	
D4	Chain Link Fencing	LF	240	38.00	\$ 9,120.00	240.00	\$ 38.00	\$ 9,120.00	0.00	\$ -	
D5	Pump Station Building	LS	1	360,000.00	\$ 360,000.00	1.00	\$ 360,000.00	\$ 360,000.00	0.00	\$ -	
D6	Mechanical Equipment	LS	1	80,000.00	\$ 80,000.00	1.00	\$ 80,000.00	\$ 80,000.00	0.00	\$ -	
D7	Electrical and SCADA	LS	1	195,000.00	\$ 195,000.00	1.00	\$ 195,000.00	\$ 195,000.00	0.00	\$ -	
D8	Surge Control System	LS	1	100,000.00	\$ 100,000.00	1.00	\$ 100,000.00	\$ 100,000.00	0.00	\$ -	
D9	6" Grading "W" Base Course	SY	600	8.00	\$ 4,800.00	1108.00	\$ 8.00	\$ 8,864.00	508.00	\$ 4,064.00	
D10	Seeding and Mulching	LS	1	2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	
					SUBTOTAL - BID SCHEDULE	\$ 829,920.00	SUBTOTAL - CO No. 4 (FINAL)		\$ 833,984.00	TOTAL COST	\$ 4,064.00

Change Orders

ITEM	DESCRIPTION	UNIT	Current Contract (CO No. 3)			CO No. 4 (Final)			Total Quantity Difference	Total Cost Difference	
			Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost			
CO1	Raw Water Line	LS	1	\$ 38,822.00	\$ 38,822.00	1.00	\$ 38,822.00	\$ 38,822.00	0.00	\$ -	
CO2	Bore Change of Conditions	LS	1	\$ 40,875.00	\$ 40,875.00	1.00	\$ 40,875.00	\$ 40,875.00	0.00	\$ -	
CO3	General Conditions and Tank Approach	LS	1	\$ 11,706.00	\$ 11,706.00	1.00	\$ 11,706.00	\$ 11,706.00	0.00	\$ -	
CO4	Electrical Enclosure, Culvert, Sewer Conflict	LS	0	\$ -	\$ -	1.00	\$ 11,078.53	\$ 11,078.53	1.00	\$ 11,078.53	
CO4	Conflict with abandoned water lines	LS	0	\$ -	\$ -	1.00	\$ 7,522.75	\$ 7,522.75	1.00	\$ 7,522.75	
CO4	Move Fire Hydrant	LS	0	\$ -	\$ -	1.00	\$ 6,777.98	\$ 6,777.98	1.00	\$ 6,777.98	
CO4	Time and Materials for French Drain	LS	0	\$ -	\$ -	1.00	\$ 1,031.10	\$ 1,031.10	1.00	\$ 1,031.10	
CO4	Additional Grading at Booster Station	LS	0	\$ -	\$ -	1.00	\$ 5,290.00	\$ 5,290.00	1.00	\$ 5,290.00	
CO4	Rail/Cattle Gate Bid Item at Tank Site Entrance	LS	0	\$ -	\$ -	1.00	\$ 2,100.00	\$ 2,100.00	1.00	\$ 2,100.00	
CO4	Roof Hatch Modifications on Tank	LS	0	\$ -	\$ -	1.00	\$ 3,242.79	\$ 3,242.79	1.00	\$ 3,242.79	
					SUBTOTAL - BID SCHEDULE	\$ 91,403.00	SUBTOTAL - CO No. 4 (FINAL)		\$ 128,446.15	TOTAL COST	\$ 37,043.15

Schedule A Subtotal	\$ 1,121,690.00	Schedule A Subtotal	\$ 1,111,570.82	Schedule A Subtotal	\$ (10,119.18)
Schedule B Subtotal	\$ 766,312.00	Schedule B Subtotal	\$ 745,125.00	Schedule B Subtotal	\$ (21,187.00)
Schedule C Subtotal	\$ 733,950.00	Schedule C Subtotal	\$ 730,074.00	Schedule C Subtotal	\$ (3,876.00)
Schedule D Subtotal	\$ 829,920.00	Schedule D Subtotal	\$ 833,984.00	Schedule D Subtotal	\$ 4,064.00
Change Orders	\$ 91,403.00	Change Orders	\$ 128,446.15	Change Orders	\$ 37,043.15
CO No. 3 Total	\$ 3,543,275.00	CO No. 4 (FINAL) Total	\$ 3,549,199.97	Total Difference	\$ 5,924.97

Andreen Hunt Const., Inc.

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

PROPOSAL

DATE	
7/18/2018	2018-127

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

PROJECT
1750 Zone III East

QTY	UNIT	DESCRIPTION	PRICE	TOTAL
		CHANGE ORDER REQUEST		
1	LS	Run new cat6 cable from the PLC cabinet to the MCC.	382.00	382.00
1	LS	Reconnecting the power to the tank mixer at the west Manor Tank.	998.00	998.00
1,380	\$	5% Overhead & 0% Profit	0.05	69.00
1	LS	48" trash guard on the upstream side of the culvert on Galles' property	1,735.00	1,735.00
1	LS	Pipeline Earthwork	3,600.00	3,600.00
1	LS	Install one Hoffman Concept 4 and 12 model CSD242010 – single door enclosure with a padlock handle.	1,532.00	1,532.00
1	LS	Per Attached Unit Price Breakdown 5/22/18, Repair conflict with sewer main.	2,762.53	2,762.53
		This additional work will add 14 days to the contract time.		
			TOTAL	\$11,078.53

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

SIGNATURE _____

ACCEPTED BY: _____

DATE: _____

Andreen Hunt Construction, Inc.

Daily Force Account (T&M)



Date: 5/22/2018
 Project: 1750 East Casper Zone III
 P.O. Number:
 Scope of Work: Repair conflict with sewer main.

Labor

Classification	Payroll Name	Hours	Hourly Rate	Total
Superintendent	McCurdy, Rodney	4.0	\$90.00	360.00
Laborer	Gutierrez, Nelvi	4.0	\$40.00	160.00
Laborer	Castanada, Melvin	4.0	\$40.00	160.00
Operator	Caldaron, David	4.0	\$50.00	200.00
Operator	Caldaron, Carlos	4.0	\$50.00	200.00
			\$0.00	0.00
			\$0.00	0.00
			\$0.00	0.00
			\$0.00	0.00
				\$1,080.00

Equipment

Equipment Type/Description	Hours	Hourly Rate	Total
Excavator - JD 450DLX	4.0	\$185.00	740.00
Loader - JD 544J	4.0	\$65.00	260.00
Excavator - JD 290GLC	4.0	\$150.00	600.00
		\$0.00	0.00
		\$0.00	0.00
		\$0.00	0.00
		\$0.00	0.00
		\$0.00	0.00
			\$1,600.00

Materials

Supplier	Material Description	Quantity	Unit	Unit Price	Total
Dana Kepner	Pipe Repair Materials	1	LS	82.530	82.53
					0.00
					0.00
					0.00
					0.00
					0.00
					82.53

Materials Markup 15% 0%
 Total Materials **\$82.53**

Daily Total

\$2,762.53

Andreen Hunt Construction, Inc.

DAILY FORCE ACCOUNT RECORD

Project Zone 3 East Date 5-22-18
 Contractor Andreen Hunt Const Subcontractor _____
 Work Authorized by _____
 Nature of Work conflict with sewer main

LABOR

LABOR Classification	Payroll Name	Hours	
		Reg. Time	Overtime
Supervisor	Rodney Melindy	4 hrs.	
Laborer	Nelvi Gutierrez	4 hrs.	
Laborer	melvin castaneda	4 hrs.	
operator	David Calderon	4 hrs.	
operator	carlos Calderon	4 hrs.	
	2 P.M. to 6:00 P.M.		

EQUIPMENT

EQUIPMENT Code No.	Type	Hours	
		Reg. Time	Standby
188	450 excavator	4 hrs.	
224	624 loader	4 hrs.	
209	290 excavator	4 hrs.	

MATERIALS

Item	Unit	Quantity
curbs, pipe, sands	226999-00	
Had to fix sewer services, dig back on 2 16" pipe and raise to make it over sewer lines. now just over 5 feet of cover on 16" main. can't get flow till in the morning.		

REMARKS:

Rodney M.

Contractor/Subcontractor Representative

Owner Representative

**Dana Kepner Company, Inc.
Western Industrial Supply, LLC**

INVOICE

*** D U P L I C A T E ***

UPC VENDOR	INVOICE DATE	ORDER NO.
000000	05/22/18	2226999-00
P.O. NO.		PAGE #
EXTRA / 1750		1

CUST.#: 13250000

SHIP TO: E CASPER ZONE III WATER SYSTEM
ANDREEN HUNT CONST INC
KINGSBURY TO CASPER MOUNTAIN R
CASPER, WY

REMIT TO: Dana Kepner Company, Inc.
PO Box 710281
Denver, CO 80271-0281

BILL TO: ANDREEN HUNT CONST INC
5585 POISON SPIDER RD
POB 1175
MILLS, WY 82644

INSTRUCTIONS		TERMS
		Net 30 Days
SHIP POINT	SHIP VIA	SHIPPED
		05/22/18

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	130414 4"X14' PVC SEWER PIPE DR35	4	0	4	PCS	0.84 /FT	47.04
2	3806SS 6" STAINLESS STEEL STRAP FOR PVC SEWER SADDLES	6	4	2	PCS	6.46 PCS	12.92
3	94C0244 4" CLAY X PVC COUPLING, RUBBER	4	0	4	PCS	4.66 PCS	18.64
3	Lines Total		Qty Shipped Total	10		Total	78.60
						County Tax	3.93
						Invoice Total	82.53



QUOTE

UPCV	ACK DATE	ORDER NO.
000000	06/20/18	1990860-00
P.O. NO.		PAGE #
HOFFMAN ENCL		1

SHIP TO: 6360
ANDREEN HUNT CONSTRUCTION CO
P.O. BOX 1175

MILLS, WY 82644

BILL TO: ANDREEN HUNT CONSTRUCTION CO
P.O. BOX 1175

MILLS, WY 82644

CORRESPONDENCE TO: Crum Electric-Casper
1165 English Ave

Casper, WY 82601
(307) 266-1278
Fax: (307) 235-2041

INSTRUCTIONS		TERMS
		NET 30 DAY
SHIP Point	SHIP VIA	SHIPPED
Crum Electric-Casper	WILL CALL	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	UNIT PRICE	PRICE U/M	AMOUNT (NET)
1	CSD242010 HOFFMAN 24X20X10 ENCLOSURE	1	397.00	each	397.00
2	CP2420 BACK PANEL	1	74.00	EA	74.00
3	CWHPTO PADLOCKING HANDLE	1	135.10	EA	135.10
. . 1 WEEK LEAD TIME ON PADLOCK . .					
3	Lines Total			Total	606.10
				Taxes	30.31
				Invoice Total	636.41

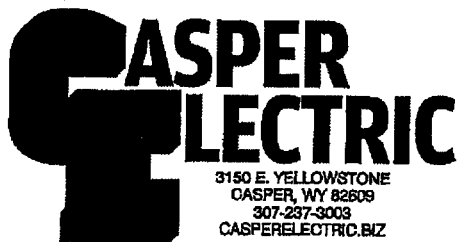
FREIGHT

130.00

766.41

Last Page

TERMS: NET 30 DAYS. 1 1/2% PER MONTH, 18% PER ANNUM, SERVICE CHARGE ON ALL OVERDUE INVOICE.
 ALL SHIPMENTS FOB SHIP POINT (UNLESS OTHERWISE NOTED)
 TITLE TRANSFERS AT SHIP POINT
 SALES ARE SUBJECT TO CRUM ELECTRIC SUPPLY CO TERMS AND CONDITIONS (SELLERS TERMS) FOUND AT SELLERS WEBSITE
 HTTP://WWW.CRUM.COM/TERMS



CHANGE ORDER

CHANGE ORDER 3R

SUBMITTED TO: ANDREEN HUNT CONSTRUCTION		JOB NAME CAT6	DATE 06/01/2018
ADDRESS PO BOX 1175		JOB LOCATION EAST CASPER ZONE III	
MILLS, WY 82644		JOB # / PO# VERBAL	DATE OF PLANS
PHONE # 265-1405		FAX #	CONTACT:

CASPER ELECTRIC WILL PROVIDE AND INSTALL NEW CAT6 CABLE FROM PLC CABINET TO MCC.

THE PRICE TO DO THE ABOVE JOB WILL BE\$382.00

THIS PRICE INCLUDES ALL TAXES AND ELECTRICAL PERMITS.

THIS PRICE DOES NOT INCLUDE ANY POWER COMPANY CHARGES OR FEES.

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

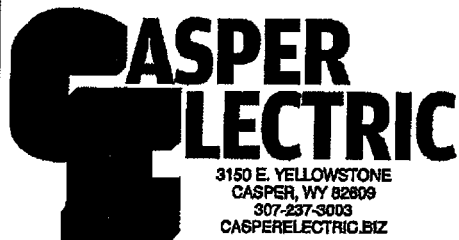
Note: This Change Order becomes part of and in conformance with the existing contract.

We Agree hereby to make the change (s) specified above at this price		\$382.00
Date of Agreement <u>6-1-2018</u>	Previous Contract Amount	
Submitted by <u>Ben W. Hansuld</u> Ben W. Hansuld	Revised Contract Total	\$382.00
Payment to be made as follows: Monthly Progress Payments		

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

Authorized Signature _____

Date of acceptance _____



CHANGE ORDER

496

CHANGE ORDER 2

SUBMITTED TO: ANDREEN HUNT CONSTRUCTION	JOB NAME NEW CONDUIT AND WIRE	DATE 04/26/2018
ADDRESS PO BOX 1175	JOB LOCATION EAST CASPER ZONE III PROJECT	
MILLS, WY 82644	JOB # / PO# VERBAQL	DATE OF PLANS
PHONE # 265-1405	FAX #	CONTACT:

CASPER ELECTRIC WILL RUN NEW CONDUIT AND WIRE FROM NORTHWEST TANK RECEPTACLE TO EXISTING SCADA VAULT PANEL TO REFEED THE CIRCUIT SO THAT THE EXISTING ROCKY MOUNTAIN POWER METER POLE/SERVICE CAN BE REMOVED. SEE ATTACHED PICTURES.

THE PRICE TO DO THE ABOVE JOB WILL BE\$998.00

THIS PRICE INCLUDES ALL TAXES AND ELECTRICAL PERMITS.

THIS PRICE DOES NOT INCLUDE ANY POWER COMPANY CHARGES OR FEES.

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

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

We Agree hereby to make the change (s) specified above at this price		\$998.00
Date of Agreement <u>4-26-18</u>	Previous Contract Amount	
Submitted by <u><i>Ben W. Hansold</i></u> Ben W. Hansold	Revised Contract Total	\$998.00
Payment to be made as follows: Monthly Progress Payments		

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

Authorized Signature *[Signature]*

Date of acceptance 4-26-18

Andreen Hunt Const., Inc.

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

PROPOSAL

DATE	
7/20/2018	2018-130

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

PROJECT
1750 Zone III East

QTY	UNIT	DESCRIPTION	PRICE	TOTAL
		ADDITIONAL WORK ON ALLENDALE BLVD DUE TO CONFLICTS		
1	LS	Per Attached Unit Price Breakdown 5/23/18	845.00	845.00
1	LS	ADDITIONAL WORK DUE TO CONFLICT WITH EXISTING STEEL WATER LINE ON ALLENDALE BLVD.	2,500.00	2,500.00
1	LS	Per Attached Unit Price Breakdown 6/4/18	1,410.00	1,410.00
1	LS	Per Attached Unit Price Breakdown 6/12/18	2,767.75	2,767.75
TOTAL				\$7,522.75

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

SIGNATURE _____

ACCEPTED BY: _____ DATE: _____

Andreen Hunt Const., Inc.

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

PROPOSAL

DATE	
7/18/2018	2018-128

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

PROJECT
1750 Zone III East

QTY	UNIT	DESCRIPTION	PRICE	TOTAL
		ZONE III ADDITIONAL WORK		
1	LS	Per Attached Unit Price Breakdown 6/27/18	770.00	770.00
1	LS	MOVE LOCATION OF FIRE HYDRANT ON ALLENDALE BLVD.	1,250.00	1,250.00
1	LS	Per Attached Unit Price Breakdown 7/10/18	1,500.00	1,500.00
1	LS	Per Attached Unit Price Breakdown 7/10/18	3,257.98	3,257.98
			TOTAL	\$6,777.98

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

SIGNATURE _____

ACCEPTED BY: _____ DATE: _____

Andreen Hunt Construction, Inc.
Daily Force Account (T&M)



Date: 7/17/2018
Project: 1750 East Casper Zone III
P.O. Number:
Scope of Work: Cut abandoned pipe and fill hole with rock.

Labor

Classification	Payroll Name	Hours	Hourly Rate	Total
Superintendent	McCurdy, Rodney	3.0	\$90.00	270.00
Operator	Caldaron, Carlos	3.0	\$50.00	150.00
Laborer	Castanada, Melvin	3.0	\$40.00	120.00
Laborer	Gutierrez, Nelvi	3.0	\$40.00	120.00
			\$0.00	0.00
			\$0.00	0.00
			\$0.00	0.00
			\$0.00	0.00
			\$0.00	0.00
				\$660.00

Equipment

Equipment Type/Description	Hours	Hourly Rate	Total
Pickup and Tools	3.0	\$15.00	45.00
Backhoe - JD 310SJ	2.0	\$65.00	130.00
		\$0.00	0.00
		\$0.00	0.00
		\$0.00	0.00
		\$0.00	0.00
		\$0.00	0.00
		\$0.00	0.00
			\$175.00

Materials

Supplier	Material Description	Quantity	Unit	Unit Price	Total
Knife River	3/4" Crushed Rock	1	LS	170.52	170.52
					0.00
					0.00
					0.00
					0.00
					0.00
					170.52
				Materials Markup 15%	15%
				Total Materials	\$196.10

Daily Total

\$1,031.10

Andreen Hunt Construction, Inc.

DAILY FORCE ACCOUNT RECORD

Project Zona 3 East Date 7-17-18
 Contractor Andreen Hunt cont Subcontractor _____
 Work Authorized by City Casper client
 Nature of Work cut out abandon pipe and Back Haul

LABOR

LABOR Classification	Payroll Name	Hours	
		Reg. Time	Overtime
Supervisor	Robert McHardy	3 hrs	
operator	Carlos Calderon	3 hrs	
Labos	Nelvi Gutierrez	3 hrs	
Labos	Melvin Castaneda	3 hrs	

EQUIPMENT

EQUIPMENT Code No.	Type	Hours	
		Reg. Time	Standby
258	2500 Pick up truck	2 hrs.	
168	310 Back hoe	2 hrs.	

MATERIALS

Item	Unit	Quantity
Lots of water had to pump line down before we could cut pipe out.		
3/4" Crushed Rock	469741	9.28 Ton

REMARKS:



 Contractor/Subcontractor Representative

 Owner Representative



P.O. BOX 730
 CASPER, WYOMING 82602
 PH. (307) 237-9346

INVOICE	
INVOICE NUMBER 174646	
INVOICE DATE 07/17/18	PAGE 1 of 1
CUSTOMER NUMBER 212560	
BRANCH PLANT 290211 KR CASPER GRAVEL 1	
SALES ORDER NUMBER 162080	
CUSTOMER P.O.	

ORIGINAL

BILL TO: ANDREEN HUNT CONSTRUCTION, INC
 5228 CHUCKWAGON TRAIL
 P O BOX 1175
 MILLS WY 82644

TERMS	NET DUE DATE	DELIVERY ADDRESS
Net 30 Days	08/16/18	SINCLAIR REFINERY 1750
SPECIAL INSTRUCTIONS		

TICKET	ITEM	DESCRIPTION	TRUCK	QUANTITY	U O M	UNIT PRICE	EXTENDED PRICE
469741	29630	3/4" CRUSHED ROCK	AH221	9.28	TN	17.5000	162.40
		Subtotal Product		9.28	TN		162.40

TAXABLE AMOUNT:	162.40	SUBTOTAL	SALES TAX	DISCOUNT	TOTAL
NONTAXABLE AMOUNT:		162.40	8.12		170.52

TERMS: NET - DUE AND PAYABLE BY 10TH OF MONTH FOLLOWING PURCHASE. A finance charge of 1 1/2% per month, or a minimum of \$1.00, will be made on the unpaid balance at the end of the following month's billing cycle. This is an ANNUAL PERCENTAGE RATE OF 18%. We reserve the right to claim lien for all labor and material furnished on this job.

Alex Sveda

From: Nick <Nick@cepi-casper.com>
Sent: Monday, April 30, 2018 10:47 AM
To: Alex Sveda
Subject: FW: Culvert trash gaurd

Follow Up Flag: Follow up
Flag Status: Completed

Categories: WWDC

fyi

From: Steve Coughenour [mailto:steve.c@ahcinc.us]
Sent: Monday, April 30, 2018 10:42 AM
To: Nick
Subject: RE: Culvert trash gaurd

Nick,

The price to install a 48" trash rack is \$1,735.00.

From: Nick [mailto:Nick@cepi-casper.com]
Sent: Friday, April 27, 2018 9:47 AM
To: Steve Coughenour <steve.c@ahcinc.us>
Cc: Dale Andreen <dale.a@ahcinc.us>
Subject: Culvert trash gaurd

Steve,

Can you get me a price for the culvert trash guard (upstream side only) for the 48" culvert on Galles property that we talked about yesterday.

Thanks!
Nick

Nick Larsen, P.E.

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

Phone: 307-266-4346
Fax: 307-266-0103
E-mail: nick@cepi-casper.com

Andreen Hunt Const., Inc.

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

PROPOSAL

DATE	
8/13/2018	2018-145

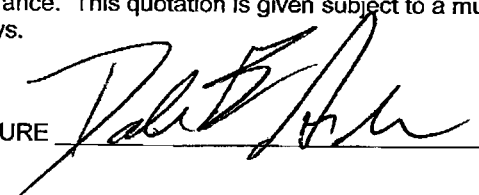
NAME / ADDRESS
CITY OF CASPER. 200 N. DAVID CASPER, WY 82601

PROJECT
1750 Zone III East

QTY	UNIT	DESCRIPTION	PRICE	TOTAL
1	LS	GRADING AND INSTALLING BASE AT THE BOOSTER STATION TO PROVIDE POSITIVE DRAINAGE. This is priced assuming we will not have to lower Electrical Lines. GRADING SLOPES AND INSTALLING FABRIC AND BALLAST. \$1.95.00/SF	5,290.00	5,290.00
TOTAL				\$5,290.00

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

SIGNATURE _____



ACCEPTED BY: _____

DATE: _____

Andreen Hunt Const., Inc.

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

PROPOSAL

DATE	
8/21/2018	2018-156

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

PROJECT
1750 Zone III East

QTY	UNIT	DESCRIPTION	PRICE	TOTAL
1 6,176.74	LS \$	ROOF HATCH MODIFICATIONS. 5% Overhead & 0% Profit	6,176.74 0.05	6,176.74 308.84
			TOTAL	\$6,485.58

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

SIGNATURE _____

ACCEPTED BY: _____

DATE: _____

Andreen Hunt Const., Inc.

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

PROPOSAL

DATE	
8/20/2018	2018-155

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

PROJECT
1750 Zone III East

QTY	UNIT	DESCRIPTION	PRICE	TOTAL
1 2,000	LS \$	INSTALL METAL GATE AT THE TANK SITE 5% Overhead & 0% Profit	2,000.00 0.05	2,000.00 100.00
			TOTAL	\$2,100.00

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

SIGNATURE _____

ACCEPTED BY: _____ DATE: _____

WATERS & SON CONSTRUCTION, INC.

P. O. Box 669
 Mills, WY 82644
 Phone # (307) 265-8720
 Web Site www.watersandsonconstruction.com

Estimate

DATE	ESTIMATE NO.
8/17/2018	20150996

NAME / ADDRESS
Andreen Hunt Construction P.O. BOX 1175 Mills WY. 82644

P.O. NO.

ITEM	DESCRIPTION	QTY	COST	TOTAL
LABOR	EAST ZONE 3- RAIL GATE INSTALLATION INSTALL 1- 52" TALL X 16' POWDER RIVER GREEN RANCH GATE (RAIL GATE) AT ENTRANCE OFF OF WYOMING BLVD. FOR NEW WATER TANK. MATERIAL & INSTALLATION/ EACH RAIL GATE WILL COME WITH 2- STEEL H-BRACES SET IN CONCRETE, 1- HINGE SIDE, 1- LATCH SIDE. MADE OUT OF 4" HEAVY DUTY PIPE Use Tax	1	2,000.00	2,000.00
			5.00%	0.00
THANK YOU FOR ALLOWING US TO BID ON YOUR WORK! PLEASE SIGN & RETURN TO APPROVE.			TOTAL	\$2,000.00



Memorandum

Date: November 16, 2018
To: Alex Sveda, City of Casper
Cc: Bill Brewer, WWDC
From: Nick Larsen, CEPI
WO #: 14-066
Subject: East Zone 3 Water Improvements Project – Change Order Request No. 4

Enclosed is Change Order No. 4 for your review and approval. This change order involves several components which are detailed in the following sections. The change in contract time component associated with this change order will be split into Part A and Part B. Part A includes the work associated with the original contract documents, previous change orders, and the items detailed below under Part A. Part B includes items that were added to this project after the contract completion dates; therefore, they require separate completion dates.

The following section details the change order components:

Part A

- Contract quantity adjustments to match the final installed quantities for the project.
- Cable from PLC to MCC – A CAT6 cable was not specifically called for in the Construction Drawings and Andreen Hunt did not anticipate installing this cable. This cable is required and needs to be installed
- Reconnecting power to Tank Mixer at the existing Manor Tank – During construction, we found out that the tank mixer for the west Manor Tank was fed power directly from the power pole that is to be removed as part of this project. It was believed to be fed from the vault on site that also contained the electrical equipment for the existing SCADA system. Andreen Hunt will run a new conduit and wire from the existing SCADA vault to refeed the tank mixer.
- Trash Guard – One landowner informed us during construction that he was concerned with people entering his property through the 48” culvert and requested a trash guard be installed on the culvert.
- During construction an abandoned 8-inch steel water line under Allendale Blvd. continually leaked water. The leaking water was discharging under the asphalt. Contractor constructed

a French drain and cut the steel pipe near an existing natural drainage to permit any water the pipe collects to exit the pipe into the drainage rather than under the road.

- Additional costs incurred from conflicts with existing abandoned water lines in Allendale Blvd. not shown on the drawings. Contractor had to remove sections of the pipe in order to install the new 16-inch PVC pipe.
- Additional costs incurred from moving a fire hydrant shown at STA 67+00 to just north of the old booster pump which was removed as part of this project. Additional work included conflicts with two (2) abandoned water lines as well as additional length on the lead pipe. Work included abandoning the 12-inch check valve and filling the vault with sand.
- Roof Hatch – The Construction Drawings show a roof hatch with 2-inch outside overlay meeting DEQ requirement; however, the project specifications for the roof hatch call out a Bilco J-5 hatch which does not meet the DEQ requirements. The welding contractor had to make modifications to the roof hatch to bring the roof hatch into compliance with DEQ. The roof hatch had been damaged multiple times by the wind prior to these changes and had to be fixed regardless of the modifications required by DEQ. 50-percent of the costs associated with the roof hatch repair and modifications will be paid through this change order, the other 50-percent of these costs will be covered by the Contractor under the warranty.
- Andreen Hunt, Inc. is requesting an additional 14 calendar days added to the contract completion dates for work associated with Part A of this change order. CEPI believes this is a reasonable time extension.

Part B

- Hoffman Enclosure – The sample tap on the new water storage tank was to be located inside an enclosure associated with the Remote Chlorination System (RCS). The RCS unit was eliminated from the project; however, the sample tap needs to be located in an insulated enclosure.
- Additional grading at the new Booster Station – Water pools up on the west side of the existing manor water tanks. Andreen Hunt tried to fix the issue by adding additional fill material but they were unable to maintain positive drainage away from the tank foundation by doing so. The cost associated with this request is for grading a swale from the west side of the manor tanks to the east side of the tank site and placing 6-inches of “W” grading base course in the swale.
- Rail Gate – the Construction Drawings show a detail and a location for a rail/cattle gate to be installed in existing barbed wire fencing at the entrance to the new water tank site. The bid schedule however does not have a bid item for a rail/cattle gate and therefore this item was never bid by the fencing contractor.

RESOLUTION NO.19-14

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 4 WITH ANDREEN HUNT CONSTRUCTION, INC. (AHC) FOR THE CASPER ZONE III WATER SYSTEM IMPROVEMENTS PROJECT, NO. 13-38.

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

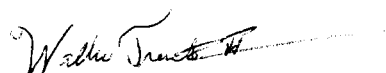
WHEREAS, the City of Casper desires additional work related to the Casper Zone III Water System Improvements Project, No. 13-38 in the amount of Five Thousand Nine Hundred Twenty-Four and 97/100 Dollars (\$5,924.97) and a time extension of eighty-seven (87) days.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute Change Order No. 4 to the agreement between the City of Casper and AHC for Five Thousand Nine Hundred Twenty-Four and 97/100 Dollars (\$5,924.97) and a time extension of eighty-seven (87) days.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, for a total revised contract amount of Three Million Five Hundred Forty-Nine Thousand One Hundred Ninety-Nine and 97/100 Dollars (\$3,549,199.97).

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

January 7, 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 *CML*

SUBJECT: Application for Taxicab Company License for Eagle Cab, Located at 2804 Coulter Drive.

Meeting Type & Date

Regular Council Meeting
January 22, 2019

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the issuance of a taxicab company license to Michael Donohue, d/b/a Eagle Cab, located at 2804 Coulter Drive.

Summary

An application to obtain a license to operate a taxicab company within the City of Casper has been received from the following:

- Michael Donohue, d/b/a Eagle Cab, located at 2804 Coulter Drive.

The licensing process requires a background check to be conducted by the Chief of Police and provides that the City Council may refuse to issue the licenses for violation of provisions of Chapter 5.60 of the Casper Municipal Code. A review of the company's insurance policy and the zoning of the property, at which the taxicab company is located, are also performed.

The background check for this individual from the Chief of Police did not reflect any issues. Additionally, the property on which this company is located is properly zoned for the activity. While Eagle Cab is located in a residential zoned area, Community Development staff has reviewed and approved this property for use by a taxi company as per the home occupation ordinance provisions of Chapter 17.12.140 of the Casper Municipal Code. Furthermore, the City has received verification for public liability insurance, as specified in Chapter 5.60.050 of the Casper Municipal Code. Lastly, this applicant meets the qualifications listed in Section 5.60.130 of the Casper Municipal Code. Some of the qualifications include but are not limited to; the person must be at least 18 years or older, has not been convicted of a felony in the last 5 years, cannot be a registered sex offender, and cannot be convicted of three moving traffic violations within any current year.

Financial Considerations

No Financial Considerations

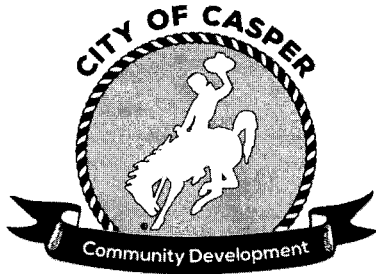
Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Letter from Community Development

Letter of Approval from Police Department



City of Casper
200 N. David Street
Casper, WY 82601-1862
Phone: (307) 235-8241
Fax: (307) 235-8362

January 4, 2019

Oil City Cabs
3030 East 5th Street
Casper, Wyoming 82609

Re: Taxi Cab Service – 3030 East 5th Street, Casper, WY

To Whom It May Concern:

This letter is to confirm that the above-referenced property is zoned R-2 (One Unit Residential), and a taxi cab service may be operated out of that location as long it adheres to the requirements set forth in Section 17.12.140 of the Casper Municipal Code regarding **Home Occupations**. For your reference, the Home Occupation ordinance can be found within the Casper Municipal Code at <http://library.municode.com/index.aspx?clientId=16253>, and the applicable section of the Code is Section 17.12.140.

It is important to note that a “home occupation” is a business/commercial use conducted primarily within the dwelling unit, cannot take up more than 25% of your dwelling space, does not attract outside traffic, and engages **only family members** residing on the premises. If customers are coming to this address, then adequate off-street parking must be provided as per Section 17.12.080, and there can be no outside storage or other disturbing influence greater than those of surrounding residential properties in the neighborhood. In addition, there can be no exterior advertising other than a one square foot sign (non-illuminated) that is attached flush with the dwelling unit.

If complaints are received and they are substantiated, then a notice of violation would be issued and you would present your case before the Planning and Zoning Commission to determine if the Home Occupation would be permitted to continue. If you need additional information, I can be reached at 235-8241.

If you have any further questions, please feel free to call me at (307)-235-8241, or you may reach me by Email at ccollins@casperwy.gov.

Respectfully,

Craig Collins, AICP
City Planner



City of Casper
POLICE DEPARTMENT

201 North David — First Floor
Casper, Wyoming 82601

To Whom It May Concern:

The following citizen, Michael D. Donohue with a date of birth of 3/10/70, does not have an adult arrest record on file with the Casper Police Department.

This individual does not have any outstanding wants or warrants with this agency.

Keith McPheeters, Chief
Casper Police Department

Casper Police Department
No Record

Date 12/28/18

Records Specialist Jacci Wayne

January 3, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager
SUBJECT: Authorize and Sign the Conditional Sale Agreements for Seventy (70) New YDRA EFI Yamaha Golf Cars and Three (3) YU1A Yamaha Golf Cars for Use by the Casper Municipal Golf Course of the Parks and Recreation Department.

Meeting Type & Date
Regular Council Meeting
January 22, 2019

Action type
Minute Action

Recommendation

That Council, by minute action, authorize and sign the conditional sale agreements for seventy (70) new YDRA EFI Yamaha Golf Cars and three (3) YU1A Yamaha Golf Cars to be used by the Casper Municipal Golf Course of the Parks and Recreation Department.

Payments will be:

- One (1) yearly payment in the amount of \$9,940.00 due in March for four (4) years for the seventy (70) YDRA golf cars, and
- One (1) yearly payment in the amount of \$3,225.00 due in March for five (5) years for the three (3) YU1A golf cars.

Summary

On November 6, 2018, bids were requested to lease or conditional sale for seventy (70) new golf cars and three (3) new YU1A golf cars, which are light duty utility vehicles. On November 28, 2018, one (1) submittal was received for the seventy (70) golf cars and three (3) were received for the three (3) light utility vehicles.

The lease or conditional sale will replace seventy (70) 2015 Yamaha golf cars and two (2) Club Car Carry All light utility vehicles model years 2003 and 2011. All golf cars and light utility vehicles are due for replacement by age, hours, maintenance costs, and end of warranty periods. All golf cars will be utilized by the golfing public at the Casper Municipal Golf Course and the three (3) light duty utility vehicles will be used by full time staff to perform their duties with the maintenance needs at the Casper Municipal Golf Course.

This conditional sale or lease will be of great value to the Casper Municipal Golf Course Budget. As stated above, yearly payments of \$9,940.00 will be due each March for a period of 4 years. The

revenue brought in by the rental of golf cars was approximately \$182,000 in FY18 and as of today the revenue numbers are \$112,842. The City shares this revenue with the contracted position of Head Golf Pro. That contract states the golf pro shall receive 22.5% of the green fees and golf cart rentals on a monthly basis.

As required by Wyoming State Statute 15-1-113(b), the notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The recommended bid of the seventy (70) golf cars is from Masek Golf Car Company, Gering NE. Masek Golf Car Company was also the only Distributor to submit a bid on the golf cars. The recommended bid for the three (3) light duty utility vehicles are also from Masek Golf Car Company. Both bids met all of the required specifications for the new equipment. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade Amount</u>	<u>Yearly Cost</u>
(70) New Golf Cars	Masek Golf Car Co. Gering, NE	\$342,811	\$164,900	\$9,940
(3) Light Duty Utility Vehicles	Masek Golf Car Co. Gering, NE	\$21,150	\$2,550	\$3,675
(3) Light Duty Utility Vehicles	EMB Golf Carts Casper, WY	\$25,587.6	\$3,500	\$4,893.72
(3) Light Duty Utility Vehicles	Stotz Equipment Casper, WY	\$26,500	\$1,800	\$5,533.36

Financial Considerations

This purchase was approved in the FY19 adopted budget and is funded by the Golf Course Operations Other Contractual Fund.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to the Golf Course Superintendent after the equipment is received.

Attachments

Conditional Sale Agreements



YAMAHA

CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT (this "Agreement") dated as of December 17, 2018 by and between Yamaha

Motor Finance Corporation, U.S.A. (hereinafter called "Seller") having its principal office and place of business at 6555 Katella Avenue,

Cypress, California 90630 and CITY OF CASPER (hereinafter

call "Purchaser") having its principal office and place of business at _____

200 N. DAVID ST., CASPER, WY 82601

1. **PROPERTY SOLD.** In consideration of the agreement to purchase by Purchaser and the covenants and agreements hereinafter set forth, Seller hereby sells to purchaser all of the tangible personal property (collectively, the "Equipment") listed on any Equipment Schedule(s) attached hereto as Exhibit A (the "Equipment Schedule").

2. **TERM.** The term of this Agreement shall commence on the date set forth above and shall continue in effect thereafter so long as the Equipment Schedule remains in effect.

3. **PAYMENT.** Purchaser shall pay to Seller, for the Equipment during each month of the Term of the Equipment Schedule, the monthly payment set forth in the Equipment Schedule plus any taxes, fees, etc. associated with proper filings and ownership by Purchaser together with any down payment set forth in the Equipment Schedule. Whenever any payment is not made when due hereunder, Purchaser shall pay Seller interest on such amount at the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.

4. **DELIVERY AND ACCEPTANCE; WARRANTY AND DISCLAIMER OF WARRANTIES.**

4.1 **Delivery and Acceptance of the Equipment.** Purchaser has selected and shall take delivery of all the Equipment directly from Yamaha Golf-Car Company, a Yamaha Authorized Dealer, or an authorized agent. All costs of delivery are the sole responsibility of Purchaser. Seller shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Purchaser shall inspect the Equipment to determine that the Equipment is as represented and has been equipped or prepared in accordance with any prior instructions given in writing by Purchaser. Purchaser shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver a Certificate of Acceptance with respect to each shipment of Equipment. For all purposes of this Agreement, the Equipment will be considered accepted by Purchaser upon the earlier of (i) delivery of the Certificate of Acceptance, and (ii) 10 days after delivery of the Equipment (unless prior to such time Purchaser has properly rejected the Equipment and advised Seller in writing of same). Purchaser authorizes Seller to insert in the Equipment Schedule the serial number and other identifying data of the Equipment.

4.2 **Warranty and Disclaimer of Warranties.** Seller warrants to Purchaser that, so long as Purchaser shall not be in default of any of the provisions of the Equipment Schedule, neither Seller nor any assignee of Seller will disturb Purchaser's quiet and peaceful possession of the Equipment.

In addition, the Equipment is warranted only in accordance with the manufacturer's warranty, which may be amended or modified from time to time only by Seller. **OTHER THAN THE WARRANTY AS REQUIRED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED ABOVE, SELLER DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, NON-INTERFERENCE AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS ANY LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR COMMERCIAL LOSSES SUFFERED BY PURCHASER OR**

ANY THIRD PARTY. No defect, unfitness, loss, damage or other condition of the Equipment shall relieve Purchaser of the obligation to pay any installment under this Agreement.

5. **TITLE AND ASSIGNMENT.**

5.1 **Title.** At the time of acceptance, title to the Equipment shall pass to Purchaser. As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of each and every obligation, covenant, agreement and commitment of Purchaser under this Agreement and/or any Equipment Schedule (including, without limitation, the prompt and complete payment by Purchaser, as and when due and payable, whether at the stated maturity, by acceleration or otherwise, of all amounts owing from time to time by Purchaser to Seller under this Agreement and/or the Equipment Schedule), Purchaser hereby grants Seller a continuing security interest in all of the Equipment and all proceeds thereof (in whatever form). Seller is hereby authorized by Purchaser to file any UCC financing statements or any other documents to evidence, establish, perfect or enforce the security interest granted hereunder.

5.2 **Location, Inspection.** Purchaser shall not move the Equipment from the location specified on the Equipment Schedule without the prior written consent of Seller, which consent shall not be unreasonably withheld.

5.3 **Assignment by Seller.**

(a) Purchaser does not have the right or power to, and shall not, sell, transfer, assign, or pledge (except for short-term rentals to patrons in the ordinary course of business) any of the Equipment without the prior written consent of Seller. Any attempt to sell, transfer, assign, pledge any of the Equipment in violation of the foregoing shall be null and void and of no force or effect.

(b) Seller may assign its rights hereunder, in whole or in part, without Purchaser's consent. If Purchaser is given notice of any assignment by Seller, Purchaser agrees to pay directly to such assignee all sums payable hereunder if so directed and such assignee shall be thereafter considered the Seller for all purposes under this Agreement.

(c) Any assignment or transfer by Seller shall not materially change Seller's duties or obligations under this Agreement.

6. **TAXES AND FEES.**

6.1 **Taxes and Fees.** Purchaser shall pay all property taxes and sales and use tax due on the Equipment. Purchaser agrees to indemnify and hold harmless the Seller from and against all taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties thereon) now or hereinafter imposed or assessed during the term of the Equipment Schedule by any governmental authority upon or with respect to the Equipment or upon the ordering, purchase, sale, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof or upon the receipts or earnings arising therefrom or upon or with respect to any Equipment Schedule (excepting only Federal, state and local taxes solely based on or measured by the net income of Seller).

7. CARE, USE AND MAINTENANCE; ALTERATIONS AND ATTACHMENTS.

7.1 Care, Use and Maintenance. Purchaser shall, at its sole expense, at all times during the term of the Equipment Schedule, keep the Equipment clean, serviced and maintained in good operating order, repair, condition and appearance in accordance with Seller's manuals and other instructions received from Seller.

7.2 Alterations and Attachments. Purchaser may, with Seller's prior written consent, make such cosmetic modifications to the Equipment as Purchaser may deem desirable in the conduct of its business; **provided, however,** that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and provided, further, that such modification shall be removable without causing damage to the Equipment.

8. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby represents and warrants to Seller that with respect to the Agreement and each Equipment Schedule:

(a) The execution, delivery and performance thereof by the Purchaser have been duly authorized by all necessary corporate or other action.

(b) The individual executing such was duly authorized to do so.

(c) The Agreement and the Equipment Schedule constitute legal, valid and binding agreements of the Purchaser enforceable in accordance with their respective terms.

(d) The Equipment is personal property and when subjected to use by the Purchaser will not be or become fixtures under applicable law.

(e) Purchaser's name as set forth in the preamble to this Agreement is the exact legal name of Purchaser.

9. DELIVERY OF EQUIPMENT. Purchaser hereby assumes the full expense of transportation and in-transit insurance from the Seller to Purchaser's premises and delivery thereof of the Equipment.

10. INDEMNITY. Purchaser shall and does hereby indemnify and hold Seller and any and all of its assignees harmless from and against any and all claims, costs, expenses, damages, losses and liabilities (including negligence, tort and strict liability), including reasonable attorney's fees, arising out of or in any manner connected with the ownership, selection, possession, leasing, renting, purchase, financing, operation, control, use, maintenance, transportation, storage, repair, delivery, return or other disposition of the Equipment including without limitation, claims for injury to or death of persons and for damage to property. Purchaser agrees to give Seller prompt notice of any such claim or liability.

11. RISK OF LOSS. Seller and Purchaser agree Purchaser shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. Purchaser further agrees to insure the Equipment for full value and to cause Purchaser's insurance carrier to name Seller as a loss payee and provide Seller with a loss payee certificate of insurance.

12. DEFAULT. Each of the following shall be an Event of Default under this Agreement (each an "Event of Default"):

(a) Failure by Purchaser to pay Seller any installment payment or other amount payable by Purchaser to Seller under this Agreement and/or any Equipment Schedule as and when the same becomes due and payable; or

(b) To the extent not covered by subsection 12(a) above, failure by Purchaser to comply with any term, covenant, agreement or condition in this Agreement and/or any Equipment Schedule, which failure continues for a period of 10 days after notice of such failure is provided by Seller to Purchaser; or

(c) Any representation or warranty made by Purchaser in an Equipment Schedule, this Agreement, or in any document or certificate furnished to the Seller in connection therewith shall be incorrect, false or misleading in any material respect when so made or furnished.

13. REMEDIES. Upon the occurrence of an Event of Default, Seller, at its option: 1) may declare immediately due and payable any or all amounts payable under this Agreement and/or the Equipment Schedule (whether such amounts are due or not yet due), whereupon the same shall become immediately due and payable by Purchaser to Seller; 2) may proceed by appropriate court action or actions either at law or in equity to enforce performance by Purchaser of the terms and conditions of this Agreement and/or an Equipment Schedule; 3) may recover from Purchaser any and all damages or expenses, including reasonable attorney's fees, which Seller shall have sustained by reason of the Event of Default or on account of Seller's enforcement of its remedies thereunder; and/or 4) may exercise its rights as a secured creditor under the Uniform Commercial Code as enacted in California ("UCC") including, without limitation, taking immediate possession of the Equipment, disposing of such Equipment in accordance with the provisions of the UCC, and collecting for any deficiency as a result of the disposal of the Equipment by Seller together with all reasonable attorneys fees and costs incurred by Seller during the disposal of such Equipment. Seller's rights and remedies under this Agreement and the Equipment Schedule shall be cumulative and in addition to any rights and remedies Seller may have under applicable law and the exercise or failure to exercise any right or remedy shall not preclude Seller from exercising any other right or remedy.

14. MISCELLANEOUS.

14.1 No Waiver. No omission or delay by Seller at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Purchaser at any time designated, shall be a waiver of any such right or remedy to which Seller is entitled, nor shall it in any way affect the right of Seller to enforce such provisions thereafter.

14.2 Binding Nature. This Agreement and the Equipment Schedule shall be binding upon, and shall inure to the benefit of Seller, Purchaser and their respective successors, legal representatives and assigns.

14.3 Notices. Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular or airmail to Seller or Purchaser, as the case may be, at the address for such party set forth in this Agreement or at such changed address as may be subsequently submitted by written notice of either party.

14.4 Severability. In the event any one or more of the provisions of this Agreement and/or an Equipment Schedule shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14.5 Signed Counterparts. The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email, or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this agreement the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

14.6 Registration and License. Purchaser shall perform and pay for the titling, registration and licensing (if required by applicable law) of any items or Equipment in the Purchaser's name and all inspections of such items of Equipment which may be required by any governmental authority unless such fees and taxes

shall be included in the payment as shown on the Equipment Schedule applicable to any such items of Equipment.

14.7 Involuntary Transfer Constitutes Default. Except for the security interest granted to Seller under this Agreement, Purchaser shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting, or with respect to the Equipment or of Seller's interest thereunder.

14.8 Statute of Limitations. Any action by Purchaser against Seller for any default by Seller under this Agreement, including breach of warranty or indemnity, shall be commenced within one year after any such cause of action accrues.

14.9 Entire Agreement. Seller and Purchaser acknowledge that there are no agreements or understandings, written or oral, between Seller and Purchaser with respect to the Equipment, other than as set forth herein and in an Equipment Schedule and that this Agreement and such Equipment Schedule contains the entire Agreement between Seller and Purchaser with respect thereto. Neither this Agreement nor any Equipment Schedule may be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought. Each Equipment Schedule is hereby incorporated by reference into this Agreement, and made part of this Agreement, as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first above written.

CITY OF CASPER _____

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. _____

By: _____

By:  _____

Print Name: Charles Powell

Print Name: Jeff Young

Title: Mayor, City of Casper

Title: President

If Purchaser is a Corporation, the Secretary of the Corporation is to execute the following:

The Officer signing above is duly authorized, on behalf of CITY OF CASPER (the "Company"), to negotiate, execute and deliver the Conditional Sale Agreement dated as of December 17, 2018, and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between the Company and [Yamaha Motor Finance Corporation, U.S.A.]; and these Agreements are binding and authorized agreements of the Company, enforceable in all respects in accordance with their terms.

WITNESS MY HAND and the corporate seal of the Company this _____ day of _____, _____.

Secretary

SEAL

CONDITIONAL SALE EXHIBIT A
EQUIPMENT SCHEDULE # 120931

Dated **December 17, 2018**

1. This Schedule covers the following property ("Equipment"):

70 YDRA EFI GOLF CARS

2. Location of Equipment:

**CASPER MUNICIPAL GOLF COURSE
2120 ALLENDALE BLVD
CASPER, WY 82601**

3. The Terms for the Equipment described herein shall commence on February 15, 2019 and shall consist of 46 months from the first day of the month following said date.

4. The down payment of the Equipment shall be \$ \$0.00

5. Payments on the Equipment shall be due on the following schedule.

Schedule of Payments:

**4 MONTHLY PAYMENTS IN THE AMOUNT OF \$9,940.00 (APPLICABLE TAXES TO BE BILLED).
STARTING MARCH 2019 AND ENDING MARCH 2022. DUE THE 15TH DAY OF THE MONTH AS FOLLOWS:**

Mar-19 \$9,940.00 Mar-20 \$9,940.00 Mar-21 \$9,940.00 Mar-22 \$9,940.00

6. The final purchase price for the purchase of the Equipment at the expiration of this Agreement shall be \$171,640.00

7. Other Terms:

Interest Factor: 4.8 %

Yamaha Motor Corporation, U.S.A., Seller and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Agreement. Maintenance and service are the responsibility of the Purchaser. Failure by Purchaser to maintain or service the equipment consistent with the terms of the Agreement shall not relieve Purchaser of the responsibilities under the Agreement.

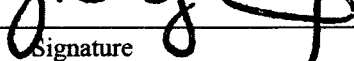
Signed Counterparts: The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this Agreement, the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

This Equipment Schedule and Acceptance Guidelines are issued pursuant to the Agreement dated December 17, 2018
All of the terms and conditions, representations and warranties of the Agreement are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule .

CITY OF CASPER

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By _____
Signature

By 
Signature

Name: Charles Powell
Type or Print

Name: Jeff Young
Type or Print

Title: Mayor, City of Casper

Title: President

CONDITIONAL SALE EXHIBIT A

EQUIPMENT SCHEDULE # 120932

Dated December 17, 2018

1. This Schedule covers the following property ("Equipment"):

3 YU1A GOLF CARS

2. Location of Equipment:

CASPER MUNICIPAL GOLF COURSE
2120 ALLENDALE BLVD
CASPER, WY 82601

3. The Terms for the Equipment described herein shall commence on February 15, 2019 and shall consist of 58 months from the first day of the month following said date.

4. The down payment of the Equipment shall be \$ \$0.00

5. Payments on the Equipment shall be due on the following schedule.

Schedule of Payments:

5 MONTHLY PAYMENTS IN THE AMOUNT OF \$3,225.00 (APPLICABLE TAXES TO BE BILLED).
STARTING MARCH 2019 AND ENDING MARCH 2023. DUE THE 15TH DAY OF THE MONTH AS FOLLOWS:

Mar-19 \$3,225.00 Mar-20 \$3,225.00 Mar-21 \$3,225.00 Mar-22 \$3,225.00 Mar-23 \$3,225.00

6. The final purchase price for the purchase of the Equipment at the expiration of this Agreement shall be \$5,250.00

7. Other Terms:

Interest Factor: 4.88 %

Yamaha Motor Corporation, U.S.A., Seller and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Agreement. Maintenance and service are the responsibility of the Purchaser. Failure by Purchaser to maintain or service the equipment consistent with the terms of the Agreement shall not relieve Purchaser of the responsibilities under the Agreement.

Signed Counterparts: The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this Agreement, the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

This Equipment Schedule and Acceptance Guidelines are issued pursuant to the Agreement dated December 17, 2018. All of the terms and conditions, representations and warranties of the Agreement are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule.

CITY OF CASPER

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By _____
Signature

By Jeff Young
Signature

Name: Charles Powell
Type or Print

Name: Jeff Young
Type or Print

Title: Mayor, City of Casper

Title: President

①
QT. 4yr

**PROPOSAL FOR LEASING
SEVENTY (70) NEW GOLF CARS
FOR THE
CASPER MUNICIPAL GOLF COURSE FOR THE PARKS AND RECREATION
DEPARTMENT**

Proposal of (Name) Masek Golf Car Co
(Address) 425 N Gering NE 69341

To furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated November 6, 2018.

BID ITEM: Golf Car Fleet
Description: 4 year lease - QT/EFT

Make and Model: 2019 Yamaha Quietech EFT

- I. Price bid for Seventy (70) new golf cars \$ 342,811
- II. Trade-in allowance for seventy (70) 2015 Yamaha Gas Golf Cars \$ 164,900
- III. NET COST TO THE CITY (Yearly Total Payment Lease Price): \$ 9,940
- IV. Delivery: F.O.B. City of Casper within 30 calendar days after award of contract by City Council.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

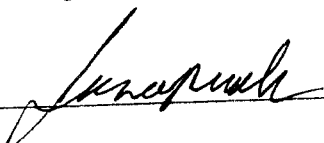
Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day ✓ %; 20 Days — %; 30 Days — %.

Submitted By: Joe Masek Title: Pres Date: 11-26-18

Signature:  Phone: 800-800-8987 x 100

Brakes: 2 cup/drink holders. yes
 Auto-adjusting drum or disc type yes
 brakes on rear wheels. Front yes
 parking brake with automatic yes
 release. yes

Suspension: Front: independent automotive-style yes
 strut suspension. yes
 Rear: hydraulic shock absorbers

Instrumentation: Reverse warning alarm yes

POWER TRAIN

Engine: 4-cycle, single cylinder gasoline. yes

Horsepower: Minimum 9.0 hp yes

Valve Train: Over-head valves yes

Lubrication: Splash style positive oil lubrication. yes
 Spin on/off oil filter. No oil filter w/ splash style

Cooling System: Air-cooled. yes

Air Cleaner: High capacity pleated-paper yes
 cartridge type. yes

Carburetor: Adjustable "High Altitude No carburetor with fuel injection
 Carburetor" with setting for +5,000 yes
 foot altitude. Electronic Fuel yes
 Injection

Oil Capacity: 1 U.S. Quart minimum yes

Fuel Capacity: 5 U.S. Gallons yes

Transaxle: Differential with precision helical yes
 gears; ground speed governor; yes
 forward/reverse yes

Ignition: Electronic Fuel Injection yes
 foot pedal start. yes

Electrical System:	Electronic fuel injection;	<u>yes</u>
	12 volt maintenance	<u>yes</u>
	battery with 400 CCA, 60 minute	<u>yes</u>
	reserve.	<u>yes</u>
Forward Speed:	Maximum 15.0 MPH	<u>yes</u>
Reverse Speed:	Maximum 12.0 MPH	<u>yes</u>
Tires and Wheels:	18 x 8.5 x 8 4-ply rated	<u>yes</u>
	Steel rims with wheel covers	<u>yes</u>

Accessories

Sun top/Canopy	Constructed of high impact, weather	<u>yes</u>
	and fade resistant, non-breakable	<u>yes</u>
	material. White in color.	<u>yes</u>
Windshield	Fold-down, impact resistant	<u>yes</u>
	windshield.	<u>yes</u>
Sweater Basket:	Wire mesh basket attached to rear	<u>yes</u>
	of seat back.	<u>yes</u>
Message Holder:	See-through plastic message holder	<u>yes</u>
	attachable to sun top or canopy.	<u>yes</u>
Fleet Number Decals	Numbered 1-70. 2 numbers for each	<u>yes</u>
	cart	
USB Ports	2 USB ports on each vehicle	<u>yes</u>

Equipment Data

Warranty:	Standard 4 year manufacturer's	<u>yes</u>
	limited warranty.	<u>yes</u>
Manuals	The successful bidder shall furnish	<u>yes</u>
	at the time of delivery:	<u>yes</u>
	-2 Parts & 2 Operators Manuals	<u>yes</u>
	-2 Tech/Service Manual	<u>yes</u>
	-2 Original copy of manufacturer's	<u>yes</u>
	statement of origin for the units.	<u>yes</u>
Trade-In:	Seventy (70) Yamaha Gas Golf	<u>yes</u>
	Cars (2015 model year) with sun	<u>yes</u>

Canopy.	_____	yes
List of serial numbers available	_____	yes
upon request. These golf cars may	_____	yes
be seen for inspection at the Casper	_____	yes
Municipal Golf Course Maintenance	_____	yes
Facility at 2160 Allendale Blvd.,	_____	yes
Casper, WY; Phone 307-235-8419	_____	yes

NOTE: ALL AREAS IN THE ABOVE SPECIFICATIONS ARE TO BE ANSWERED, OR THE BID WILL BE CONSIDERED INCOMPLETE AND WILL BE REJECTED.

6
Umax
5yr

PROPOSAL FOR LEASING
THREE (3) 2WD LIGHT DUTY UTILITY VEHICLES
FOR THE
CASPER MUNICIPAL GOLF COURSE FOR THE PARKS AND RECREATION
DEPARTMENT

Proposal of (Name) Masek Golf Car Co
(Address) 425 N. Gaering NE 6934

To furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated November 6, 2018.

BID ITEM: Utility Vehicles
Description: 5 year lease

Make and Model: 2019 Yamaha Umax 1

- I. Price bid for Three (3) 2wd light duty utility vehicles \$ 21,150
- II. Trade-in allowance for one (1) 2003 Club Car Carry All \$ 1050
- III. Trade-in allowance for one (1) 2011 Club Car Carry All \$ 1500
- III. NET COST TO THE CITY (Yearly Total Payment Lease Price): \$ 3225
- IV. Delivery: F.O.B. City of Casper within 30 calendar days after award of contract by City Council. (For colors in stock; otherwise 75 days)

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day %; 20 Days %; 30 Days %.

Submitted By: Joe Masek Title: Pres Date: 11-26-18
Signature: [Signature] Phone: 800-800-9987 x120

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER

November 6, 2018

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:45 p.m., November 28, 2018** for the following:

A four (4) or five (5) year Lease for **Three (3) 2WD, Light Duty Utility Vehicles** to be used at the Casper Municipal Golf Course which is part of the Casper Parks and Recreation Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirements for the **Four or Five (5) Year Lease** and delivery of **Three (3) 2WD, Light Duty Utility Vehicles**. The units shall be new and the manufacturer's current production model. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the Original Manufacturer's Standard Equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

1. Main Frame	A two (2) wheeled drive unit with four (4) wheeled configuration; consisting of aluminum I-beam or tubular steel construction.	<u>yes</u> <u>yes</u> <u>yes</u> <u>yes</u>
2. Engine:	1 or 2 cylinder, 400 cc, OHV engine with 13 HP minimum. Replaceable element air intake system and replaceable oil filtering system.	<u>yes</u> <u>yes</u> <u>yes</u> <u>yes</u> <u>No oil filter needed</u>
3. Transmission/ Drive Train:	Unitized transaxle with helical gears and integral ground speed governor. Continuously variable transmission (CVT). Pedal start.	<u>yes</u> <u>yes</u> <u>yes</u> <u>yes</u>
4. Steering:	Self-adjusting, rack and pinion type with automotive type steering wheel.	<u>yes</u> <u>yes</u> <u>yes</u>

5. Brakes:	Self-adjusting mechanical, drum type with foot actuated parking brake.	<u>YES</u> <u>YES</u> <u>YES</u>
6. Suspension:	Front- Independent automotive- style independent suspension Rear- must have hydraulic shock absorbers	<u>YES</u> <u>YES</u>
7. Instrumentation:	Electronic fuel gauge, hour meter, low oil warning light.	<u>YES</u> <u>YES</u>
8. Electrical System:	12 volt, 400 CCA, solid state electronic ignition.	<u>YES</u> <u>YES</u>
9. Fuel System:	Gasoline, electronic fuel injection 5.0 gal. capacity.	<u>YES</u> <u>YES</u>
10. Seats:	Single bench or dual bucket seats with high backs, foam cushion, and heavy duty vinyl covered surface.	<u>YES</u> <u>YES</u> <u>YES</u>
11. Cargo Box:	Manual operated lift/lower cargo box with hinged tailgate. 300 lbs. load capacity.	<u>YES</u> <u>YES</u>
12. Tires:	20x10 4-ply rib/turf type pattern tires.	<u>YES</u>
13. Vehicle Speeds:	Forward – 0-20 mph hauling/transport speed. Reverse – 0- 20 mph hauling/transport speed	<u>YES</u> <u>YES</u> <u>YES</u> <u>YES</u>
14. Accessories:	Headlights. Radio/beverage holders. Trailer/tow hitch.	<u>YES</u> <u>YES</u> <u>YES</u>
15. Options:	Canopy top. Split windshield. Color Choices USB Ports	<u>YES</u> <u>YES</u>
16. Warranty:	Two (2) Year Manufacturer's Standard Warranty.	<u>YES</u> <u>YES</u>

17. Equipment Data: The successful bidder shall furnish, _____ yes
at the time of delivery: _____ yes
Two (2) Service/Tech Manual _____ yes
Two (2) Operator Manuals _____ yes
Two (2) Parts Manuals _____ yes
18. Training: The successful bidder shall provide _____ yes!
a training program at the Casper _____ our specialty!
Municipal Golf Course Maintenance _____ yes
Facility sufficient in scope to assure _____ yes
safe, proper, effective and efficient _____ yes
short/long term operation, _____ yes
performance, and maintenance of _____ yes
the equipment. _____ yes
19. Trade-In: Two (2) Club Car Turf Carry All _____ yes
Utility Vehicles. One unit is a model _____ yes
Year 2003, other Unit is 2011. These _____ yes
units are available for inspection at _____ yes
the Casper Municipal Golf Course _____ yes
Maintenance Facility. _____ yes

NOTE: ALL AREAS IN THE ABOVE SPECIFICATIONS ARE TO BE ANSWERED, OR THE BID WILL BE CONSIDERED INCOMPLETE AND WILL BE REJECTED.

January 3, 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 Single Axle Truck with Hydro Excavator Body, in the Total Amount of \$397,849 Before Trade, for Use by the Water Distribution Division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting
January 22, 2019

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new single axle truck with hydro excavator body, from CMI TECO, Casper, Wyoming, to be used in the Water Distribution Division of the Public Services Department, in the total amount of \$397,849 before trade.

Summary

On December 8, 2018, bids were requested for one (1) new single axle truck with hydro excavator body. On December 21, 2018, three (3) submittals were received from Wyoming vendors.

The purchase will replace one (1) 2007 Hydro Excavator pull behind trailer that is due for replacement by age, hours, and maintenance costs. The new truck, since it is a combined unit, will make water infrastructure maintenance and emergency water break or leak repairs much easier and safer for employees by not having to back a trailer into tight spaces or alleys.

As required by Wyoming State Statute 15-1-113(b), the notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The recommended purchase of the single axle truck with hydro excavator body from CMI TECO, Casper, meets all of the required specifications for the new vehicle. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade Amount</u>	<u>Net Cost</u>
(1) Single Axle Truck W/ Hydro Excavator Body	CMI TECO Casper, WY	\$397,849.00	\$18,000	\$379,849.00
(1) Single Axle Truck W/ Hydro Excavator Body	Peterbilt of WY Casper, WY	\$400,999.00	\$18,000	\$382,999.00

(1) Single Axle Truck W/ Hydro Excavator Body	Jacks Truck Casper, WY	\$403,798.73	\$22,000	\$381,798.73
(Alternate Bid from Jacks Truck)		\$391,057.43	\$5,000	\$386,057.43

Financial Considerations

This purchase was approved in the FY19 adopted budget and is funded by the Water Fund.


Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Clint Conner, Water Distribution Manager, after the equipment is received.

Attachments

Due to bid specs being a 60 page document, they are made available upon request.

January 22, 2019

MEMO TO: His Honor the Mayor and Members of the Casper City Council
FROM: J. Carter Napier, City Manager 
SUBJECT: Councilmember Appointments to City Boards and Commissions

Meeting Type & Date

Regular Council Meeting, January 22, 2019

Action Type

Minute Action

Recommendation:

That Council, by minute action, authorize Mayor Powell's appointments to the Council's Boards and Commissions.

Summary:

The Casper City Council has various volunteer boards and commissions that operate per their directive. The boards and commissions are a vital link of communication between citizens and the City Council, City departments, and City administration. These bodies provide experience and knowledge that help the City Council and administrative departments make wise decisions. Many of the boards have Councilmembers that have been appointed as a board member.

Each January the newly appointed Mayor determines to which board or commission each Councilmember will be appointed. The appointments are then approved by Council at a regular Council meeting.

It is recommended that Council approve the appointments made by Mayor Powell at the January 15, 2019, work session as listed on the attachment.

Financial Considerations

There are no financial considerations with this action.

Oversight/Project Responsibility

Mayor Charles Powell

Attachments

2019 Council Boards and Commissions Appointments

2019 Council Boards and Commissions Appointments

	Name of Board or Commission	Councilmember(s) Appointed
1	Amoco Reuse Agreement Joint Powers Board (ARAJPB)	Bob Hopkins
2	Casper Area Chamber of Commerce	Ken Bates
3	Casper Housing Authority	Ken Bates
4	Central Wyoming Regional Water System Joint Powers Board	Chris Walsh, Mike Huber, Charles Powell, Steve Freel
5	Central Wyoming Senior Services	Ray Pacheco
6	City/County Hall of Justice and Detention Facility Joint Powers Board	Chris Walsh Mike Huber
7	College National Finals Rodeo (CNFR)	Chris Walsh, Steve Freel
8	Council Finance Committee	Bob Hopkins, Shawn Johnson, Khrystyn Lutz
9	Council Solid Waste Committee	Khrystyn Lutz
10	Downtown Development Authority (DDA)	Charles Powell
11	Economic Development Joint Powers Board (EDJPB)	Charles Powell, Bob Hopkins
12	KTWO Morning Radio Show	Charles Powell
13	Leisure Services Advisory Board	Mike Huber
14	Metropolitan Planning Organization (MPO) Committee	Bob Hopkins
15	Municipal Court Coordination Committee	Shawn Johnson Mike Huber
16	Natrona County Travel and Tourism Board	Shawn Johnson, Steve Freel
17	Old Yellowstone District (OYD)	Bob Hopkins
18	Old Yellowstone District (OYD) Architectural Review Committee	Bob Hopkins
19	Planning and Zoning Commission	Bob Hopkins, Alternate - Ken Bates
20	Platte River Restoration Advisory Committee	Ray Pacheco
21	Public Safety Communications Center	Steve Freel
22	Youth Empowerment	Ray Pacheco