

COUNCIL MEETING AGENDA

**Casper City Council
City Hall, Council Chambers
Tuesday, October 1, 2019, 6:00 p.m.**



COUNCIL POLICY PUBLIC STATEMENTS

- I. 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.
- II. 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.
- III. 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.
- IV. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- V. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE SEPTEMBER 17, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON SEPTEMBER 28, 2019
4. CONSIDERATION OF MINUTES OF THE SEPTEMBER 17, 2019 EXECUTIVE SESSION – PERSONNEL

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5. CONSIDERATION OF BILLS AND CLAIMS

6. COMMUNICATIONS

A. From Persons Present

7. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish October 15, 2019, as the Public Hearing Date for Consideration of:

a. **Zone Change** of 1.65-acres, Generally Located at the Northwest Corner of SW Wyoming Boulevard and South Coffman Avenue, Described as **Tract A, Garden Creek Square Addition**, From Planned Unit Development (PUD) to General Business (C-2

b. **Transfer of Location for Retail Liquor License No. 19** Ridleys Family Market, Inc, d/b/a Ridleys Family Market, Located at 1375 CY Ave, to Ridleys Family Market, Inc, d/b/a **Ridleys Family Market**, Located at 3037 CY Ave.

8. PUBLIC HEARINGS

A. Ordinance

1. Amending Chapter 10.72 – Article I. – **Parades** of the Casper Municipal Code.

B. Resolution

1. Rescinding Resolution No. 17-207 and **Adopting Revised Historic Preservation Program Rules and Regulations** for the City of Casper.

9. THIRD READING ORDINANCE

A. **Vacation and Replat** Creating **Johnny J's Addition**, a Subdivision Agreement, and a Zone Change of Said Addition to C-2 (General Business), Located at 1705 East 2nd Street.

1. Communications from Persons Present

10. SECOND READING ORDINANCES

A. Amending **Chapter 12.32** of the Casper Municipal Code Regarding **Trees and Shrubs**.

1. Communications from Persons Present

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10. SECOND READING ORDINANCES (continued)

B. Amending the Casper Municipal Code to **Establish a Code of Ethics**.

1. Communications from Persons Present

11. RESOLUTIONS

A. Consent

1. Rescinding Resolution No. 18-259 and Authorizing a New Resolution for the **Event Policy Guide** as Revised.
2. Authorizing a License Agreement with **Visionary Broadband** for Installation of **Buried Fiber Optic Cable Infrastructure** within City Right-of-Way.
3. Authorizing Amendment No. 2 to the Contract for Professional Services with **Civil Engineering Professionals Inc.**, in the Amount of \$25,000, for additional Construction Administration for the **East Casper Zone III Water System Improvements Project**.
4. Authorizing a Pre-Application Submittal to the **Wyoming State Loan and Investment Board**, in the Amount of \$8,000,000, for a Clean Water State Revolving Fund Loan for the **North Platte Sanitary Sewer Interceptor Rehabilitation Project**.
- 5-8. Accepting (4) Warranty Deeds (2) from Eastgate Ranch, LLC, (1) from Granite Peak Development Limited Partnership, and (1) from Natrona Land Holdings, LLC, all Dated September 2019 for Acreage of Open Space to the City of Casper.
 5. Parcel A – 9.21 Acres from Eastgate Ranch, LLC
 6. Parcel B – 1.49 Acres from Eastgate Ranch, LLC
 7. Parcel C – 23.49 Acres from Granite Peak Development Limited Partnership
 8. Parcel D – 9.62 Acres from Natrona Land Holdings, LLC
9. Adopting a Memorandum of Understanding between the **Friends of Hogadon** and the City of Casper Regarding the **Hogadon Night Skiing Project**.
10. Adopting an Amendment to the Agreement Between the **Casper Amateur Hockey Club** and the City of Casper Pertaining to the Use of the **Modular Building Attached to the Casper Ice Arena**.
11. Authorizing Amendment No. 1 to the Agreement with **Platte River Trails Trust** for Use of the **Optional 1%#15 Sale Tax** Special Projects Funds for Community Priorities.

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11. RESOLUTIONS (continued)

A. Consent

12. Authorizing Amendment No. 1 to the Agreement with **Central Wyoming Senior Services, Inc.** for Use of the **Optional 1%#15 Sale Tax** Special Projects Funds for Community Priorities.
13. Authorizing an Amendment Releasing the **Casper Skate Park** from the Lease Agreement with the **Boys and Girls Club of Central Wyoming**.
14. Approving a Contract with **Nelson\Nygaard Consulting Associates, Inc.,** for **Mills Main Street Corridor Study and Plan** in an Amount not to Exceed \$74,892.
15. Approving an Increase of the **City Manager's Purchasing Authority**.

12. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of One (1) New **Mini Skid Steer and Attachments**, from **Vermeer of Colorado**, Ft. Collins, Colorado, in the Total Amount of \$61,985, for Use by the Weed and Pest Section of the Parks and Recreation Department.
2. Authorizing the Purchase of Seven (7) **Zoll AutoPulse Systems** for Use by the **Fire-EMS Department** and in the Total Amount of \$109,665.

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

14. ADJOURN INTO EXECUTIVE SESSION – SECURITY

15. ADJOURNMENT

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Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, October 15, 2019– Council Chambers

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

Work sessions

4:30 p.m. Tuesday, October 8, 2019 – Council Meeting Room

4:30 p.m. Tuesday, October 22, 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
September 17, 2019

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, September 17, 2019. Present: Councilmembers Bates, Cathey, Freel, Hopkins, Huber, Johnson, Lutz, Pacheco, and Mayor Powell.

2. PLEDGE OF ALLEGIANCE

Mayor Powell along with Pastor Williams the led the audience in the Pledge of Allegiance.

3. MINUTES – SEPTEMBER 3, 2019

Moved by Councilmember Pacheco, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the September 3, 2019, regular Council meeting, as published in the Casper-Star Tribune on September 10 2019. Motion passed.

4. EXECUTIVE SESSION MINUTES – SEPTEMBER 3, 2019

Moved by Councilmember Johnson, seconded by Councilmember Lutz, to, by minute action, approve the minutes of the September 3, 2019, executive session. Motion passed.

5. MINUTES – SEPTEMBER 10, 2019

Moved by Councilmember Freel, seconded by Councilmember Bates, to, by minute action, approve the minutes of the September 10, 2019, special Council meeting, as published in the Casper-Star Tribune on September 15, 2019. Motion passed.

6. EXECUTIVE SESSION MINUTES – SEPTEMBER 10, 2019

Moved by Councilmember Cathey, seconded by Councilmember Bates, to, by minute action, approve the minutes of the September 10, 2019, executive session. Councilmembers Hopkins and Johnson abstained from voting. Motion passed.

7. BILLS & CLAIMS

Moved by Councilmember Johnson, seconded by Councilmember Pacheco, to, by minute action, approve payment of the September 17, 2019, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 09/17/19		
71Const	Projects	\$7,879.11
AMBI	Services	\$1,708.44
AWhite	Reimb	\$270.88
AlliantIns	Services	\$125.00
Alluretech	Services	\$42.00
Alsco	Services	\$392.96
ArenaProd	Goods	\$2,805.35
B32Eng	Projects	\$7,755.00
BarDSigns	Services	\$273.60

Bargreen	Goods	\$10,043.96
BnkofAmerica	Goods	\$115,091.53
BigWind	Services	\$30.00
Brenntag	Goods	\$87,768.82
CMeyers	Reimb	\$310.93
CsprBldg	Projects	\$449,861.18
CsprAreaChamber	Funding	\$1,000.00
CATC	Funding	\$196,789.81
CsprMotorcycles	Goods	\$8,539.90
CsprStarTrib	Ads	\$523.86
CsprTin	Goods	\$560.00
CntrlPaint	Services	\$3,765.72
CntrlWyRegWtr	Funding	\$1,124,265.14
CenturyLink	Utilities	\$17,606.65
CH2MHill	Services	\$37,681.47
ChalkButtes	Services	\$42,149.13
Charter	Services	\$148.69
CityofCasper	Services	\$106,928.31
CvlEngProf	Services	\$8,849.65
CollectionCtr	Services	\$3,117.63
COGolf	Goods	\$3,792.95
CommTech	Services	\$3,693.77
Comtronix	Services	\$696.88
Convergeone	Services	\$5,884.89
CTJacobsen	Services	\$99.83
CPU	Goods	\$8,095.00
DavidsonFxdInc	Services	\$4,092.21
Dell	Services	\$2,660.56
DeltaDental	Goods	\$33,009.58
DFS	Services	\$20.00
DonsMblCrpt	Services	\$8,280.00
DPCInd	Goods	\$27,637.89
FirstData	Services	\$320.41
Galls	Services	\$1,784.00
Gametime	Goods	\$952.23
GaryMarsh	Services	\$23,385.60
GlobalSpectrum	Funding	\$82,909.91
Grizzly	Projects	\$90,452.60
GSGArch	Services	\$4,845.00
HDREng	Services	\$2,810.81
Homax	Goods	\$2,034.23
IMSInfra	Services	\$3,751.75
Installation&Svc	Goods	\$8,869.12
Itron	Services	\$2,626.93
JDCInvest	Services	\$35.00

JKGarlick	Services	\$619.59
JGreenwood	Reimb	\$500.00
JSpeiser	Reimb	\$506.37
JTremel	Reimb	\$492.26
KnifeRvr	Goods	\$3,552.24
LawHYoung	Services	\$1,350.00
LongBldgTech	Goods	\$2,025.70
McMurry	Goods	\$2,033.75
MiracleRec	Goods	\$39.63
MonsonJanit	Services	\$4,758.90
Motorola	Goods	\$3,954.33
MParker	Reimb	\$150.00
MtnStates	Services	\$64.50
MtnWest	Utilities	\$1,053.51
NBS	Services	\$826.55
NCHallofJustice	Reimb	\$12,010.46
NCHHealthDept	Services	\$335.00
OneCall	Services	\$939.75
Pedens	Goods	\$455.00
PepperTank	Goods	\$3,200.00
PostalPros	Services	\$2,879.37
Ramshorn	Projects	\$271,665.39
RNorvelle	Reimb	\$134.76
RckyMtnPwr	Utilities	\$30,423.96
RootrSwr	Services	\$6,342.32
Saltus	Services	\$114.40
SDaley	Reimb	\$231.03
SouthernCstk9	Goods	\$31,551.00
SRyden	Reimb	\$100.00
SShipman	Reimb	\$123.29
Stateline7	Services	\$3,482.50
StealthPrtnr	Services	\$49,737.31
SummitElect	Services	\$363.94
TElhart	Reimb	\$500.00
TGarcia	Reimb	\$100.00
TheBonAgency	Services	\$50.00
ThirtyThreeMileRd	Services	\$250.00
TopOffice	Services	\$226.15
TretoConst	Projects	\$414,324.57
Trihydro	Services	\$4,286.00
Tyler	Software	\$34,524.59
Uniforms2Gear	Uniforms	\$2,570.52
VSP	Insurance	\$2,290.92
WamcoL:abs	Services	\$1,800.00
WardwellWtr	Services	\$168.30

WColemanConst	Projects	\$9,000.00
WasteWtrTreat	Services	\$407,258.52
WestPlainsEng	Services	\$1,000.00
WstrnWtrCons	Services	\$19,752.00
WhitedFloor	Services	\$2,562.50
WiredElect	Services	\$41,127.50
WLCEng	Services	\$6,164.70
WAM	Funding	\$44,420.91
WYLawEnf	Services	\$5,821.50
		\$3,993,241.36

8.A. BRIGHT SPOT – CHILDHOOD CANCER AWARENESS PROCLAMATION

Mayor Powell welcomed Katie Caldwell and other members of the Olivia Caldwell Foundation. Ms. Caldwell, Foundation CEO & Founder, spoke about childhood cancer awareness and Mayor Powell read and presented proclamations to the foundation members in honor of Childhood Cancer Awareness Month.

8.B. BRIGHT SPOT

Mayor Powell introduced Liz Becher, City of Casper Community Development Director, to discuss the 2020 Census. Ms. Becher described the City’s role and efforts to increase participation in next year’s census by forming the Complete Count Committee, and introduced the Committee’s mascot, Buzz.

9. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Pastor Williams, 23 N. Parkway St., introducing himself to Council and the community; Dean Wood, 3023 Pheasant Dr., discussing undeveloped portion of land in Meadowlark Park subdivision; Veronica White, discussing the death of her father due to tree felling and her support of the arborist licensing item; and Dennis Steensland, 533 S. Washington, recommending Council not sell the former Plains Furniture Property at a loss.

10.A. REMOVE FROM THE TABLE

Moved by Councilmember Cathey, seconded by Councilmember Lutz, to by minute action, remove from the table two items that were tabled at the August 6, 2019 regular Council Meeting for consideration at the October 1, 2019 regular Council meeting:

1. An ordinance amending Article 1 – Parades – Section 10.72.010-10.72.140.
2. A resolution rescinding Resolution No. 18-259 and adopting a revised Special Event Guide and Policy and application and fees for special events.

Motion passed.

11.A.1. ESTABLISH PUBLIC HEARING(S)

Moved by Councilmember Johnson, seconded by Councilmember Freel, to, by minute action, establish October 1, 2019, as the public hearing date for the consideration of:

- a. A resolution rescinding Resolution No. 17-207, and adopting revised Historic Preservation Program Rules and Regulations.
- b. Parade Ordinance No. 24-19 and first reading of the ordinance.

Motion Passed.

12.A. PUBLIC HEARING – RESOLUTION & ORDINANCE- THIRD READING

Mayor Powell opened the public hearing for the consideration of the City-initiated annexation of the Green Valley Mobile Home Park.

City Attorney Henley entered four (4) exhibits: correspondence from Liz Becher to J. Carter Napier, dated September 6, 2019, an affidavit of publication, as published in the Casper-Star Tribune, dated July 29, 2019, an affidavit of publication, as published in the Casper-Star Tribune, dated August 2, 2019, and the Green Valley Mobile Addition Annexation report, dated July 2019. City Manager Napier provided a brief report.

There being no one to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 19-189

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF THE GREEN VALLEY MOBILE HOME PARK, LOCATED AT 2760 SOUTH ROBERTSON ROAD, COMPRISING 14-ACRES, MORE OR LESS.

Councilmember Hopkins presented the foregoing resolution for adoption. Seconded by Councilmember Bates. Motion passed.

Following ordinance read:

Ordinance No. 26-19

AN ORDINANCE APPROVING THE CITY-INITIATED ANNEXATION OF THE GREEN VALLEY MOBILE HOME PARK, COMPRISING 14-ACRES, MORE OR LESS, LOCATED AT 2760 SOUTH ROBERTSON ROAD

WHEREAS, the Casper City Council approved Resolution No. 19-104, initiating the annexation of the Green Valley Mobile Home Park, located at 2760 South Robertson Road, and more particularly described by metes and bounds as shown on the attached Exhibit A, which is hereby incorporated in this ordinance as though fully set forth; and, WHEREAS, the Green Valley Mobile Home Park property is one hundred percent (100%) surrounded by properties currently located within the Casper corporate limits; and, WHEREAS, pursuant to Section 17.12.180 of the Casper Municipal Code, the City Council may impose zoning on the property to be annexed; and, WHEREAS, the Generation Casper Comprehensive Land Use Plan, adopted in 2017, supports the zoning of the property as R-6 (Manufactured Home (Mobile) Park); and, WHEREAS, an annexation report will be completed prior to third reading, and final approval of the annexation, in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and, NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

The annexation of the Green Valley Mobile Home Park, comprising 14-acres, more or less, and further described in Exhibit A, is hereby approved, and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The R-6 (Manufactured Home (Mobile) Park) zoning of the Green Valley Mobile Home Park is hereby approved.

SECTION 3:

All utility franchises shall be furnished a copy of this ordinance, and other information required by the franchises, as official notice of the expansion of the City limits.

SECTION 4:

This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the 20th day of August, 2019.

PASSED on 2nd reading the 3rd day of September, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17th day of September, 2019.

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

12.B.1. PUBLIC HEARING - MINUTE ACTION

Mayor Powell opened the public hearing for the consideration of the issuance of Restaurant Liquor License No. 41, to El Burro Loco, LLC, dba El Burro Loco, located at 2333 East Yellowstone Highway.

City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated August 8, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated September 9, 2019; an affidavit of website publication, as published on the City of Casper website, dated September 4, 2019; an affidavit of notice of conspicuous posting, as posted at 2333 East Yellowstone Highway, dated September 4, 2019; and the liquor license application filed August 7, 2019. City Manager Napier provided a brief report.

Speaking in support was Marisela Moreno, owner of El Burro Loco. There was no one to speak against the issue. There being no others to speak for or against the issues involving Restaurant Liquor License No. 41, the public hearing was closed.

Moved by Councilmember Pacheco, seconded by Councilmember Freel, to, by minute action, authorize the issuance of Restaurant Liquor License No. 41. Motion passed.

12.B.2. CANCEL PUBLIC HEARING

Moved by Councilmember Huber, seconded by Councilmember Johnson, to, by minute action, cancel the public hearing for the consideration of the sale and transfer of ownership of the "Former Plains Furniture Property", and re-establish October 15, 2019, as the public hearing date for consideration of same. Councilmember Freel abstained

from voting. Motion passed.

13. ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 27-19
AN ORDINANCE APPROVING A VACATION, REPLAT,
SUBDIVISION AGREEMENT AND ZONE CHANGE
CREATING THE JOHNNY J'S ADDITION SUBDIVISION IN
THE CITY OF CASPER, WYOMING.

There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

14.A. ORDINANCE— FIRST READING

Following ordinance read:

Ordinance No. 29-19
AN ORDINANCE AMENDING CHAPTER 12.32 OF THE
CASPER MUNICIPAL CODE.

Councilmember Pacheco presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Johnson. City Manager Napier gave a brief report.

Individuals addressing the Council were Dennis Steensland, 533 S. Washington; Ryan Winger, 2925 CY Ave.; Donna Hoffman, UW Extension Office, 2011 Fairgrounds Road; and Adam Welch, 2947 Saratoga Road; Gabriel Green, 5041 Pay It Forward Drive.

Councilmembers made statements on the subject and expressed their concerns with the ordinance. City Manager Napier addressed questions presented by Council.

Moved by Councilmember Cathey, seconded by Councilmember Hopkins to amend the ordinance to include language exempting demolition contractors from the requirement of an arborist for aerial operations when a property is unoccupied. Councilmembers Huber, Powell, Cathey, and Hopkins voted aye, motion to amend failed.

Moved by Councilmember Cathey, seconded by Councilmember Johnson to amend the ordinance to include language that would allow commercial arborists with certification from International Society of Arboriculture to be exempt from also having to complete the yearly competency test administered by the Wyoming Extension Office. Motion to amend passed.

Council then voted on the ordinance, on first reading, as amended. Councilmembers Johnson, Bates, and Cathey voted nay, motion passed.

14.B. ORDINANCE— FIRST READING

Following ordinance read:

Ordinance No. 29-19

AN ORDINANCE AMENDING THE CASPER MUNICIPAL
CODE TO ESTABLISH A CODE OF ETHICS

Councilmember Cathey presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Pacheco. City Manager Napier gave a brief report.

There being no discussion or amendments, motion passed.

15. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-190

A RESOLUTION ESTABLISHING THE SOCIAL MEDIA
POLICY GUIDELINES FOR CITY COUNCIL MEMBERS.

RESOLUTION NO. 19-191

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2
WITH JTL GROUP, INC., DBA KNIFE RIVER, FOR A PRICE
INCREASE AND TIME EXTENSION FOR THE 2019
RESIDENTIAL STREETS IMPROVEMENTS PROJECT.

RESOLUTION NO. 19-192

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
HILLTOP NAITONAL BANK FOR LEASING ROOFTOP
SPACE FOR PLACEMENT OF THE MOBILE DATA
COMMUNICATION ANTENNA AND RELATED
EQUIPMENT.

RESOLUTION NO. 19-193

A RESOLUTION AUTHORIZING A CONTRACT WITH THE
CASPER-NATRONA COUNTY HEALTH DEPARTMENT
(PROGRAM PROVIDER).

RESOLUTION NO. 19-194

A RESOLUTION AUTHORIZING AN AMENDMENT TO
THE CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CASPER AND
NELSON/NYGAARD CONSULTING ASSOCIATES, INC.

RESOLUTION NO. 19-195

A RESOLUTION REPEALING RESOLUTION 00-120 AND
ADOPTING THIS RESOLUTION ESTABLISHING
PROVISIONS AND PROCEDURES FOR ACCEPTING
DONATIONS, MEMORIALS, AND SPONSORSHIP
CONTRIBUTIONS.

Councilmember Hopkins presented the foregoing six (6) resolutions for adoption.

Seconded by Councilmember Freel. The City Manager gave a brief report. Motion passed.

16. MINUTE ACTION— CONSENT

Moved by Councilmember Johnson, seconded by Councilmember Bates, to, by consent minute action, authorize the reappointment of Kevin Hawley to the Casper Natrona County Travel and Tourism Board; and authorize the appointment of Councilman Steve Cathey to the Casper Area Chamber of Commerce Board and Councilman Steve Freel as an alternate. Councilmen Cathey and Freel abstained from voting on the item pertaining to the Chamber of Commerce Board. Motion passed.

17. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke on meetings and events they attended.

18. ADJOURN INTO EXECUTIVE SESSION

Mayor Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, September 24, 2019, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, October 1, 2019, in the Council Chambers.

At 7:57 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Freel, to adjourn into executive session to discuss personnel matters. Motion passed. Council moved into the Council meeting room.

At 8:41 p.m., it was moved by Councilmember Hopkins, seconded by Councilmember Johnson, to adjourn the executive session. Motion passed. Council returned to the Council Chambers.

19. ADJOURNMENT

At 8:42 p.m., it was moved by Councilmember Pacheco, seconded by Councilmember Lutz, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

City of Casper - Bills and Claims for October 01, 2019

307 COLLISION

	Fleet Maintenance Fund	Claim 2214CA 101231 Repairs	\$1,431.10
307 COLLISION			
	Fleet Maintenance Fund	Claim 2282CA 101223 Repairs	\$6,721.01
307 COLLISION			
<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			<i>\$8,152.11</i>
307 COLLISION - ALL DEPARTMENTS			\$8,152.11

71 CONSTRUCTION, INC

	Sewer Fund - Collection	29th Street Imp. 18-080 pay app 4	\$17,070.00
71 CONSTRUCTION, INC			
<i>71 CONSTRUCTION, INC - Total For Sewer Fund - Collection</i>			<i>\$17,070.00</i>
	Streets	1/2" Hot Mix Asphalt	\$3,771.12
71 CONSTRUCTION, INC			
	Streets	1/2" Hot Mix Asphalt	\$353.97
71 CONSTRUCTION, INC			
	Streets	1/2" Hot mix asphalt	\$11,493.48
71 CONSTRUCTION, INC			
	Streets	1/2" Hot mix asphalt	\$316.35
71 CONSTRUCTION, INC			
<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$15,934.92</i>
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$33,004.92

A.M.B.I. & SHIPPING,

	Fire Administration	Postage	\$5.85
A.M.B.I. & SHIPPING,			
<i>A.M.B.I. & SHIPPING, - Total For Fire Administration</i>			<i>\$5.85</i>
	Ft. Caspar	Postage	\$1.20
A.M.B.I. & SHIPPING,			
<i>A.M.B.I. & SHIPPING, - Total For Ft. Caspar</i>			<i>\$1.20</i>

Metro Animal Fund - Admin	Postage	\$56.56
A.M.B.I. & SHIPPING,		
<i>A.M.B.I. & SHIPPING, - Total For Metro Animal Fund - Admin</i>		\$56.56
Refuse - Residential	Postage	\$40.40
A.M.B.I. & SHIPPING,		
<i>A.M.B.I. & SHIPPING, - Total For Refuse - Residential</i>		\$40.40
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS		\$104.01

AAA LANDSCAPING

Balefill - Dispatch	Mowing Services	\$660.00
AAA LANDSCAPING		
Balefill - Dispatch	Mowing Services	\$330.00
AAA LANDSCAPING		
<i>AAA LANDSCAPING - Total For Balefill - Dispatch</i>		\$990.00
AAA LANDSCAPING - ALL DEPARTMENTS		\$990.00

ALBERTA GIRALDO

Municipal Court	Interpreter Fee	\$40.00
ALBERTA GIRALDO		
<i>ALBERTA GIRALDO - Total For Municipal Court</i>		\$40.00
ALBERTA GIRALDO - ALL DEPARTMENTS		\$40.00

ALLIANCE ELECTRIC LL

Balefill - Dispatch	Labor/Material Install in ground junction box	\$260.87
ALLIANCE ELECTRIC LL		
<i>ALLIANCE ELECTRIC LL - Total For Balefill - Dispatch</i>		\$260.87
ALLIANCE ELECTRIC LL - ALL DEPARTMENTS		\$260.87

ALSCO

Balefill - Proc	Landfill Refuse Uniforms	\$88.16
ALSCO		

ALSCO	Balefill - Proc	Landfill Refuse Uniforms	\$88.16
ALSCO	Balefill - Proc	Landfill Refuse Uniforms	\$88.16
<i>ALSCO - Total For Balefill - Proc</i>			<i>\$264.48</i>
ALSCO	Refuse - Residential	Landfill Refuse Uniforms	\$67.86
ALSCO	Refuse - Residential	Landfill Refuse Uniforms	\$67.86
ALSCO	Refuse - Residential	Landfill Refuse Uniforms	\$67.86
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$203.58</i>
ALSCO - ALL DEPARTMENTS			\$468.06

AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Dispatch	Propane- Operating Supplies	\$384.50
<i>AMERIGAS - CASPER - Total For Balefill - Dispatch</i>			<i>\$384.50</i>
AMERIGAS - CASPER	Balefill - Proc	Bulk Propane Fork Lift Baler Bldg	\$56.63
<i>AMERIGAS - CASPER - Total For Balefill - Proc</i>			<i>\$56.63</i>
AMERIGAS - CASPER - ALL DEPARTMENTS			\$441.13

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Refuse - Commercial	222275 2014 Side load fleet maintenance	\$643.76
AMERI-TECH EQUIPMENT	Refuse - Commercial	2017 Side Loader	\$304.93
AMERI-TECH EQUIPMENT	Refuse - Commercial	222275 Fleet mtn on Wayne Body	\$105.95
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Commercial</i>			<i>\$1,054.64</i>
AMERI-TECH EQUIPMENT	Refuse - Residential	Residential Trash Container Replace Wheels	\$215.00
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Residential</i>			<i>\$215.00</i>

AMERI-TECH EQUIPMENT - ALL DEPARTMENTS**\$1,269.64****APPLIED CONCEPTS**

Capital Projects Fund

purchase 2 Sam-R Speed Sign Trailers

\$14,682.00

APPLIED CONCEPTS

APPLIED CONCEPTS - Total For Capital Projects Fund

\$14,682.00

APPLIED CONCEPTS - ALL DEPARTMENTS**\$14,682.00****ATLANTIC ELECTRIC, I**

Golf - Operations

Motor Labor

\$5,878.72

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I - Total For Golf - Operations

\$5,878.72

Traffic Control

FY20 Luminaire Services

\$1,952.04

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I - Total For Traffic Control

\$1,952.04

ATLANTIC ELECTRIC, I - ALL DEPARTMENTS**\$7,830.76****ATLAS OFFICE PRODUCT**

Capital Projects Fund

Cash Boxes- Box Office Remodel

\$1,047.96

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT - Total For Capital Projects Fund

\$1,047.96

ATLAS OFFICE PRODUCT - ALL DEPARTMENTS**\$1,047.96****B & B SALES & SERVIC**

Code Enforcement

Lawn and Tree Abatement

\$2,070.37

B & B SALES & SERVIC

B & B SALES & SERVIC - Total For Code Enforcement

\$2,070.37

B & B SALES & SERVIC - ALL DEPARTMENTS**\$2,070.37****BAILEY'S ACE HARDWAR**

Balefill - Dispatch

Safety Numbers

\$30.82

BAILEY'S ACE HARDWAR

<i>BAILEY'S ACE HARDWAR - Total For Balefill - Dispatch</i>	\$30.82
BAILEY'S ACE HARDWAR - ALL DEPARTMENTS	\$30.82

BAR-D SIGNS, INC.

Refuse - Recycling	Recycle Stickers	\$1,305.75
BAR-D SIGNS, INC.		
<i>BAR-D SIGNS, INC. - Total For Refuse - Recycling</i>		<i>\$1,305.75</i>
BAR-D SIGNS, INC. - ALL DEPARTMENTS		\$1,305.75

BIG WEST LANDSCAPING

Capital Projects Fund	Heritage Hills Reclamation 18-058	\$4,742.00
BIG WEST LANDSCAPING		
<i>BIG WEST LANDSCAPING - Total For Capital Projects Fund</i>		<i>\$4,742.00</i>
BIG WEST LANDSCAPING - ALL DEPARTMENTS		\$4,742.00

BLACK HILLS ENERGY

Aquatics - Operations	Natural Gas	\$2,893.36
BLACK HILLS ENERGY		
<i>BLACK HILLS ENERGY - Total For Aquatics - Operations</i>		<i>\$2,893.36</i>
Aquatics - Pool	Natural Gas	\$4,324.93
BLACK HILLS ENERGY		
<i>BLACK HILLS ENERGY - Total For Aquatics - Pool</i>		<i>\$4,324.93</i>
Balefill - Dispatch	Natural Gas	\$15.75
BLACK HILLS ENERGY		
<i>BLACK HILLS ENERGY - Total For Balefill - Dispatch</i>		<i>\$15.75</i>
Buildings & Structures Fund	Natural Gas	\$15.00
BLACK HILLS ENERGY		
<i>BLACK HILLS ENERGY - Total For Buildings & Structures Fund</i>		<i>\$15.00</i>
City Center	Natural Gas	\$28.77
BLACK HILLS ENERGY		
<i>BLACK HILLS ENERGY - Total For City Center</i>		<i>\$28.77</i>
City Hall/Campus Buildings	Natural Gas	\$459.46
BLACK HILLS ENERGY		

<i>BLACK HILLS ENERGY - Total For City Hall/Campus Buildings</i>			<i>\$459.46</i>
BLACK HILLS ENERGY	Fire Administration	Natural Gas	\$288.48
<i>BLACK HILLS ENERGY - Total For Fire Administration</i>			<i>\$330.13</i>
BLACK HILLS ENERGY	Fire Administration	Natural Gas	\$41.65
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			<i>\$244.03</i>
BLACK HILLS ENERGY	Fleet Maintenance Fund	Natural Gas	\$244.03
<i>BLACK HILLS ENERGY - Total For Ft. Caspar</i>			<i>\$75.12</i>
BLACK HILLS ENERGY	Ft. Caspar	Natural Gas	\$75.12
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			<i>\$49.35</i>
BLACK HILLS ENERGY	Golf - Operations	Natural Gas	\$49.35
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			<i>\$300.15</i>
BLACK HILLS ENERGY	Ice Arena - Operations	Natural Gas	\$300.15
<i>BLACK HILLS ENERGY - Total For Marathon Bldg</i>			<i>\$70.00</i>
BLACK HILLS ENERGY	Marathon Bldg	Natural Gas	\$70.00
<i>BLACK HILLS ENERGY - Total For Metro Animal Fund - Admin</i>			<i>\$91.96</i>
BLACK HILLS ENERGY	Metro Animal Fund - Admin	Natural Gas	\$91.96
<i>BLACK HILLS ENERGY - Total For Miller St. Dorm</i>			<i>\$19.51</i>
BLACK HILLS ENERGY	Miller St. Dorm	Natural Gas	\$19.51
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			<i>\$57.70</i>
BLACK HILLS ENERGY	Parks - Parks Maint.	Natural Gas	\$57.70
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			<i>\$135.24</i>
BLACK HILLS ENERGY	Rec Center - Operations	Natural Gas	\$135.24
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			<i>\$793.37</i>
BLACK HILLS ENERGY	Regional Water Operations	Natural Gas	\$793.37

<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>		<i>\$793.37</i>
Sewer Fund - Collection	Natural Gas	\$17.77
BLACK HILLS ENERGY		
<i>BLACK HILLS ENERGY - Total For Sewer Fund - Collection</i>		<i>\$17.77</i>
Water - Distribution	Natural Gas	\$200.16
BLACK HILLS ENERGY		
<i>BLACK HILLS ENERGY - Total For Water - Distribution</i>		<i>\$200.16</i>
WWTP - Operations	Natural Gas	\$647.09
BLACK HILLS ENERGY		
<i>BLACK HILLS ENERGY - Total For WWTP - Operations</i>		<i>\$647.09</i>
BLACK HILLS ENERGY - ALL DEPARTMENTS		\$10,768.85

BLAKEMAN PROPANE

Hogadon - Operations	Natural Gas - Propane	\$8,061.14
BLAKEMAN PROPANE		
<i>BLAKEMAN PROPANE - Total For Hogadon - Operations</i>		<i>\$8,061.14</i>
BLAKEMAN PROPANE - ALL DEPARTMENTS		\$8,061.14

BOW MAC EDUCATIONAL

Capital Projects Fund	BowMac system	\$26,250.00
BOW MAC EDUCATIONAL		
<i>BOW MAC EDUCATIONAL - Total For Capital Projects Fund</i>		<i>\$26,250.00</i>
BOW MAC EDUCATIONAL - ALL DEPARTMENTS		\$26,250.00

BRENNTAG PACIFIC, IN

Regional Water Operations	Chemicals-Ferric	\$11,231.20
BRENNTAG PACIFIC, IN		
Regional Water Operations	Chemical- Ammonia	\$13,289.90
BRENNTAG PACIFIC, IN		
Regional Water Operations	Chemicals- Ferric	\$10,089.11
BRENNTAG PACIFIC, IN		
<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>		<i>\$34,610.21</i>

BRENTAG PACIFIC, IN - ALL DEPARTMENTS**\$34,610.21****CASELLE, INC.**

Customer Service	October 2019 Contract Support/Maintenance	\$75.00
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CASELLE, INC.

<i>CASELLE, INC. - Total For Customer Service</i>		\$75.00
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CASELLE, INC. - ALL DEPARTMENTS**\$75.00****CASPAR BUILDING SYST**

Property Insurance Fund	Claim #1797CA Repairs	\$9,214.89
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CASPAR BUILDING SYST

<i>CASPAR BUILDING SYST - Total For Property Insurance Fund</i>		\$9,214.89
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CASPAR BUILDING SYST - ALL DEPARTMENTS**\$9,214.89****CASPER AREA CHAMBER**

Council	Gold Level Memberhsip Dues	\$550.00
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CASPER AREA CHAMBER

<i>CASPER AREA CHAMBER - Total For Council</i>		\$550.00
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CASPER AREA CHAMBER - ALL DEPARTMENTS**\$550.00****CASPER STAR-TRIBUNE,**

Planning - Admin	Notice Casper City Council	\$59.00
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CASPER STAR-TRIBUNE,

Planning - Admin	Notice Sale of City-Owned	\$247.04
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CASPER STAR-TRIBUNE,

<i>CASPER STAR-TRIBUNE, - Total For Planning - Admin</i>		\$306.04
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Sewer Fund - Collection	Jackson and 8th Sewer Repairs	\$173.20
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CASPER STAR-TRIBUNE,

<i>CASPER STAR-TRIBUNE, - Total For Sewer Fund - Collection</i>		\$173.20
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Traffic Control	Luminaire Proj- Final Pay	\$218.38
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CASPER STAR-TRIBUNE,

<i>CASPER STAR-TRIBUNE, - Total For Traffic Control</i>		\$218.38
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	Water - Tanks	Zone 3 Water- Final Pay	\$199.42
CASPER STAR-TRIBUNE,			
<i>CASPER STAR-TRIBUNE, - Total For Water - Tanks</i>			<i>\$199.42</i>
	WWTP - Operations	WWTP Secondary Treatment Ad for Bids	\$735.04
CASPER STAR-TRIBUNE,			
<i>CASPER STAR-TRIBUNE, - Total For WWTP - Operations</i>			<i>\$735.04</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$1,632.08

CASPER TIRE

	Refuse - Commercial	222284 Side load Tire Repair	\$35.00
CASPER TIRE			
	Refuse - Commercial	222255 2009 Rearload	\$35.00
CASPER TIRE			
	Refuse - Commercial	2017 Sideload 222285	\$70.00
CASPER TIRE			
	Refuse - Commercial	222255 Rear load tire repair	\$35.00
CASPER TIRE			
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$175.00</i>
	Refuse - Residential	222285 Side Load tire repair	\$70.00
CASPER TIRE			
	Refuse - Residential	222285 2017 Side Load Flat Repair	\$70.00
CASPER TIRE			
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$140.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$315.00

CENTRAL PAINT & BODY

	Fleet Maintenance Fund	2016 Ford Paint Repair 660260	\$583.10
CENTRAL PAINT & BODY			
<i>CENTRAL PAINT & BODY - Total For Fleet Maintenance Fund</i>			<i>\$583.10</i>
CENTRAL PAINT & BODY - ALL DEPARTMENTS			\$583.10

CENTURYLINK

CENTURYLINK	Aquatics - Pool	Phone Use	\$59.74
CENTURYLINK	Aquatics - Pool	Phone Use	\$55.47
CENTURYLINK	Aquatics - Pool	Phone Use	\$59.75
CENTURYLINK	Aquatics - Pool	Phones Use	\$56.71
<i>CENTURYLINK - Total For Aquatics - Pool</i>			\$231.67
CENTURYLINK	Balefill - Dispatch	Landfill Remediation- Phone Use	\$67.06
<i>CENTURYLINK - Total For Balefill - Dispatch</i>			\$67.06
CENTURYLINK	Customer Service	Phone Use	\$40.23
CENTURYLINK	Customer Service	Phone Use	\$40.23
<i>CENTURYLINK - Total For Customer Service</i>			\$80.46
CENTURYLINK	Fleet Maintenance Fund	Phone Use	\$141.94
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			\$141.94
CENTURYLINK	Metro Animal Fund - Admin	Phone Use	\$154.58
<i>CENTURYLINK - Total For Metro Animal Fund - Admin</i>			\$154.58
CENTURYLINK	Municipal Court	Phone Use	\$23.72
<i>CENTURYLINK - Total For Municipal Court</i>			\$23.72
CENTURYLINK	Rec Center - Operations	Phone Use	\$280.82
<i>CENTURYLINK - Total For Rec Center - Operations</i>			\$280.82
CENTURYLINK	Sewer Fund - Collection	Phone Use	\$91.04
CENTURYLINK	Sewer Fund - Collection	Phone Use	\$44.42
<i>CENTURYLINK - Total For Sewer Fund - Collection</i>			\$135.46

WWTP - Operations	Phone Use	\$156.80
CENTURYLINK		
<i>CENTURYLINK - Total For WWTP - Operations</i>		<i>\$156.80</i>
CENTURYLINK - ALL DEPARTMENTS		\$1,272.51

CH2MHILL, INC.

Sewer Fund - Collection	CPU Business Plan	\$1,316.63
CH2MHILL, INC.		
<i>CH2MHILL, INC. - Total For Sewer Fund - Collection</i>		<i>\$1,316.63</i>
Water - Tanks	CPU Business Plan	\$4,383.21
CH2MHILL, INC.		
<i>CH2MHILL, INC. - Total For Water - Tanks</i>		<i>\$4,383.21</i>
WWTP - Operations	CPU Business Plan	\$2,633.26
CH2MHILL, INC.		
WWTP - Operations	WTP Secondary Treatment Rehab 19-007	\$13,443.36
CH2MHILL, INC.		
<i>CH2MHILL, INC. - Total For WWTP - Operations</i>		<i>\$16,076.62</i>
CH2MHILL, INC. - ALL DEPARTMENTS		\$21,776.46

CITRIX SYSTEMS INC.

Aquatics - Pool	Citrix Licenses Sept. 13, 2019 to Sept. 12, 2020	\$313.07
CITRIX SYSTEMS INC.		
<i>CITRIX SYSTEMS INC. - Total For Aquatics - Pool</i>		<i>\$313.07</i>
City Clerk	Citrix Licenses Sept. 13, 2019 to Sept. 12, 2020	\$78.27
CITRIX SYSTEMS INC.		
<i>CITRIX SYSTEMS INC. - Total For City Clerk</i>		<i>\$78.27</i>
Finance	Citrix Licenses Sept. 13, 2019 to Sept. 12, 2020	\$156.52
CITRIX SYSTEMS INC.		
<i>CITRIX SYSTEMS INC. - Total For Finance</i>		<i>\$156.52</i>
Fire Administration	Citrix Licenses Sept. 13, 2019 to Sept. 12, 2020	\$1,721.89
CITRIX SYSTEMS INC.		
<i>CITRIX SYSTEMS INC. - Total For Fire Administration</i>		<i>\$1,721.89</i>
Information Services	Citrix Licenses Sept. 13, 2019 to Sept. 12, 2020	\$782.68
CITRIX SYSTEMS INC.		

<i>CITRIX SYSTEMS INC. - Total For Information Services</i>			<i>\$782.68</i>
	Meter Services	Citrix Licenses Sept. 13, 2019 to Sept. 12, 2020	\$547.88
CITRIX SYSTEMS INC.			
<i>CITRIX SYSTEMS INC. - Total For Meter Services</i>			<i>\$547.88</i>
	Police Administration	Citrix Licenses Sept. 13, 2019 to Sept. 12, 2020	\$3,443.79
CITRIX SYSTEMS INC.			
<i>CITRIX SYSTEMS INC. - Total For Police Administration</i>			<i>\$3,443.79</i>
	Traffic Control	Citrix Licenses Sept. 13, 2019 to Sept. 12, 2020	\$78.28
CITRIX SYSTEMS INC.			
<i>CITRIX SYSTEMS INC. - Total For Traffic Control</i>			<i>\$78.28</i>
CITRIX SYSTEMS INC. - ALL DEPARTMENTS			\$7,122.38

CITY OF CASPER

	Hogadon - Operations	Balefill	\$21.07
CITY OF CASPER			
	Hogadon - Operations	Balefill	\$16.66
CITY OF CASPER			
	Hogadon - Operations	Balefill	\$200.90
CITY OF CASPER			
	Hogadon - Operations	Balefill	\$23.52
CITY OF CASPER			
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$262.15</i>
	Metropolitan Planning Org	September 2019 Monthly GIS Fee	\$6,119.62
CITY OF CASPER			
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			<i>\$6,119.62</i>
	Rec Center - Classes	CRC Classes	\$1,600.00
CITY OF CASPER			
<i>CITY OF CASPER - Total For Rec Center - Classes</i>			<i>\$1,600.00</i>
	Refuse - Residential	Balefill	\$5,798.47
CITY OF CASPER			
	Refuse - Residential	Balefill	\$374.85
CITY OF CASPER			
	Refuse - Residential	Balefill	\$6,055.42
CITY OF CASPER			

CITY OF CASPER	Refuse - Residential	Balefill	\$5,711.93
CITY OF CASPER	Refuse - Residential	Balefill	\$6,306.30
CITY OF CASPER	Refuse - Residential	Balefill	\$45,375.00
CITY OF CASPER	Refuse - Residential	Balefill	\$6,375.39
CITY OF CASPER	Refuse - Residential	Balefill	\$6,851.97
CITY OF CASPER	Refuse - Residential	Balefill	\$7,027.00
CITY OF CASPER	Refuse - Residential	Balefill	\$5,685.77
CITY OF CASPER	Refuse - Residential	Balefill	\$45,375.00
CITY OF CASPER	Refuse - Residential	Balefill	\$355.25
CITY OF CASPER	Refuse - Residential	Balefill	\$7,019.74
CITY OF CASPER	Refuse - Residential	Balefill	\$6,635.39
CITY OF CASPER	Refuse - Residential	Balefill	\$6,215.65
CITY OF CASPER	Refuse - Residential	Balefill	\$5,468.21
CITY OF CASPER	Refuse - Residential	Balefill	\$5,447.82
CITY OF CASPER	Refuse - Residential	Balefill	\$5,922.14
CITY OF CASPER	<i>CITY OF CASPER - Total For Refuse - Residential</i>		<i>\$178,001.30</i>
CITY OF CASPER	Regional Water Operations	Balefill	\$15.00
CITY OF CASPER	Regional Water Operations	Utilities Acct. 1910101	\$119.50
CITY OF CASPER			

	Regional Water Operations	Balefill	\$15.00
CITY OF CASPER			
	Regional Water Operations	Utilities Acct. 1910101	\$24.56
CITY OF CASPER			
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$174.06</i>
	Sewer Fund - Admin	201 Sewer	407,258.52
CITY OF CASPER			
<i>CITY OF CASPER - Total For Sewer Fund - Admin</i>			<i>\$407,258.52</i>
	Water - Distribution	Balefill	\$9.00
CITY OF CASPER			
	Water - Distribution	PSCC Monthly User Fee	\$533.60
CITY OF CASPER			
<i>CITY OF CASPER - Total For Water - Distribution</i>			<i>\$542.60</i>
	WWTP - Operations	Balefill	\$86.24
CITY OF CASPER			
	WWTP - Operations	Balefill	\$475.60
CITY OF CASPER			
	WWTP - Operations	Balefill	\$1,358.07
CITY OF CASPER			
	WWTP - Operations	Balefill	\$89.67
CITY OF CASPER			
	WWTP - Operations	Balefill	\$84.28
CITY OF CASPER			
	WWTP - Operations	Balefill	\$1,386.36
CITY OF CASPER			
	WWTP - Operations	Balefill	\$74.97
CITY OF CASPER			
	WWTP - Operations	Balefill	\$138.18
CITY OF CASPER			
	WWTP - Operations	Balefill	\$79.87
CITY OF CASPER			
<i>CITY OF CASPER - Total For WWTP - Operations</i>			<i>\$3,773.24</i>
CITY OF CASPER - ALL DEPARTMENTS			\$597,731.49

COLLECTION CENTER IN

	Code Enforcement	collection Fees	\$147.00
COLLECTION CENTER IN			
<i>COLLECTION CENTER IN - Total For Code Enforcement</i>			\$147.00
	Refuse - Residential	Collection Fees	\$258.70
COLLECTION CENTER IN			
	Refuse - Residential	Collection Fees	\$68.72
COLLECTION CENTER IN			
<i>COLLECTION CENTER IN - Total For Refuse - Residential</i>			\$327.42
	Sewer Fund - Admin	Collection Fees	\$196.61
COLLECTION CENTER IN			
	Sewer Fund - Admin	Collection Fees	\$52.23
COLLECTION CENTER IN			
<i>COLLECTION CENTER IN - Total For Sewer Fund - Admin</i>			\$248.84
	Water - Admin	Collection Fees	\$579.49
COLLECTION CENTER IN			
	Water - Admin	Collection Fees	\$153.93
COLLECTION CENTER IN			
<i>COLLECTION CENTER IN - Total For Water - Admin</i>			\$733.42
COLLECTION CENTER IN - ALL DEPARTMENTS			\$1,456.68

COMMUNICATION TECHNO

	Capital Projects Fund	GTAC (body cameras) Install	\$721.00
COMMUNICATION TECHNO			
	Capital Projects Fund	GTAC (body cameras) Install	\$721.00
COMMUNICATION TECHNO			
<i>COMMUNICATION TECHNO - Total For Capital Projects Fund</i>			\$1,442.00
	Police Administration	Battery Separator	\$211.50
COMMUNICATION TECHNO			
	Police Administration	Low profile quick release/dual usb port	\$356.51
COMMUNICATION TECHNO			
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			\$568.01
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$2,010.01

COMTRONIX, INC.

Balefill - Dispatch	Alarm Monitoring	\$1,068.00
COMTRONIX, INC.		
<i>COMTRONIX, INC. - Total For Balefill - Dispatch</i>		<i>\$1,068.00</i>
Metro Animal Fund - Admin	Alarm Monitoring	\$183.00
COMTRONIX, INC.		
<i>COMTRONIX, INC. - Total For Metro Animal Fund - Admin</i>		<i>\$183.00</i>
Risk Management	Panic/Fire Alarm Monitoring	\$359.00
COMTRONIX, INC.		
<i>COMTRONIX, INC. - Total For Risk Management</i>		<i>\$359.00</i>
COMTRONIX, INC. - ALL DEPARTMENTS		\$1,610.00

CONVERGEONE

Finance	Cisco Telephone Replacement	\$158.10
CONVERGEONE		
<i>CONVERGEONE - Total For Finance</i>		<i>\$158.10</i>
Parks - Parks Maint.	Adding and updating voice mail for two employ	\$60.75
CONVERGEONE		
<i>CONVERGEONE - Total For Parks - Parks Maint.</i>		<i>\$60.75</i>
CONVERGEONE - ALL DEPARTMENTS		\$218.85

CPU IIT

Casper Events Center Fund	Buying replacement computers to replace Wind	\$22,028.55
CPU IIT		
<i>CPU IIT - Total For Casper Events Center Fund</i>		<i>\$22,028.55</i>
Streets	Two (2) HP Elite Notebooks and VLA OFFICE PR	\$3,629.90
CPU IIT		
<i>CPU IIT - Total For Streets</i>		<i>\$3,629.90</i>
Water - Meter	Panasonic Toughbook 31 with windows 10	\$3,472.00
CPU IIT		
<i>CPU IIT - Total For Water - Meter</i>		<i>\$3,472.00</i>
CPU IIT - ALL DEPARTMENTS		\$29,130.45

CRIME SCENE INFORMAT

Police Administration	October 2019 Program/Web Tips	\$109.87
CRIME SCENE INFORMAT		
<i>CRIME SCENE INFORMAT - Total For Police Administration</i>		<i>\$109.87</i>
CRIME SCENE INFORMAT - ALL DEPARTMENTS		\$109.87

DAVIDSON MECHANICAL,

Capital Projects Fund	Project 18-087 Retainage Release	\$2,210.85
DAVIDSON MECHANICAL,		
<i>DAVIDSON MECHANICAL, - Total For Capital Projects Fund</i>		<i>\$2,210.85</i>
DAVIDSON MECHANICAL, - ALL DEPARTMENTS		\$2,210.85

DELL MARKETING LP

Water - Admin	Technology Items (computers, software, and ne	\$199.99
DELL MARKETING LP		
<i>DELL MARKETING LP - Total For Water - Admin</i>		<i>\$199.99</i>
DELL MARKETING LP - ALL DEPARTMENTS		\$199.99

DENNIS SUPPLY CO.

Capital Projects Fund	Replacement compressor for Senior Center AC u	\$3,805.79
DENNIS SUPPLY CO.		
<i>DENNIS SUPPLY CO. - Total For Capital Projects Fund</i>		<i>\$3,805.79</i>
DENNIS SUPPLY CO. - ALL DEPARTMENTS		\$3,805.79

EMERGENCY MEDICAL DI

Fire Administration	Medical Director	\$899.40
EMERGENCY MEDICAL DI		
<i>EMERGENCY MEDICAL DI - Total For Fire Administration</i>		<i>\$899.40</i>
EMERGENCY MEDICAL DI - ALL DEPARTMENTS		\$899.40

EMPLOYEE REIMBURSEME

Balefill - Diver	Work Jeans	\$100.00
EMPLOYEE REIMBURSEME		

<i>EMPLOYEE REIMBURSEME - Total For Balefill - Diver</i>		<i>\$100.00</i>
Buildings & Structures Fund	Boot Reimbursement	\$136.99
EMPLOYEE REIMBURSEME		
<i>EMPLOYEE REIMBURSEME - Total For Buildings & Structures Fund</i>		<i>\$136.99</i>
Fleet Maintenance Fund	Tool Reimbursement	\$341.06
EMPLOYEE REIMBURSEME		
Fleet Maintenance Fund	Boot Reimbursement	\$150.00
EMPLOYEE REIMBURSEME		
Fleet Maintenance Fund	Tool Allotment	\$417.89
EMPLOYEE REIMBURSEME		
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>		<i>\$908.95</i>
Human Resources	Tuition Reimbursement	\$923.06
EMPLOYEE REIMBURSEME		
Human Resources	Tuition Reimbursement	\$429.30
EMPLOYEE REIMBURSEME		
<i>EMPLOYEE REIMBURSEME - Total For Human Resources</i>		<i>\$1,352.36</i>
Police Administration	Clothing Reimbursement	\$68.15
EMPLOYEE REIMBURSEME		
<i>EMPLOYEE REIMBURSEME - Total For Police Administration</i>		<i>\$68.15</i>
Refuse - Residential	Boot Reimbursement	\$150.00
EMPLOYEE REIMBURSEME		
<i>EMPLOYEE REIMBURSEME - Total For Refuse - Residential</i>		<i>\$150.00</i>
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS		\$2,716.45

ENGINEERING DESIGN A

Capital Projects Fund	Design - Metro Kennel HVAC	\$2,082.50
ENGINEERING DESIGN A		
<i>ENGINEERING DESIGN A - Total For Capital Projects Fund</i>		<i>\$2,082.50</i>
ENGINEERING DESIGN A - ALL DEPARTMENTS		\$2,082.50

ENVIRONMENTAL & CIVI

Capital Projects Fund	2018 Arterials & Collectors	\$3,400.66
ENVIRONMENTAL & CIVI		
<i>ENVIRONMENTAL & CIVI - Total For Capital Projects Fund</i>		<i>\$3,400.66</i>

ENVIRONMENTAL & CIVI - ALL DEPARTMENTS**\$3,400.66****FIRST DATA MERCHANT**

Balefill - Dispatch	July 2019 Credit Card Fees	\$39.37
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FIRST DATA MERCHANT

<i>FIRST DATA MERCHANT - Total For Balefill - Dispatch</i>		\$39.37
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Ft. Caspar	July 2019 Credit Card Fees	\$214.01
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FIRST DATA MERCHANT

<i>FIRST DATA MERCHANT - Total For Ft. Caspar</i>		\$214.01
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Municipal Court	June 2019 Credit Card Fees	\$168.44
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FIRST DATA MERCHANT

<i>FIRST DATA MERCHANT - Total For Municipal Court</i>		\$168.44
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FIRST DATA MERCHANT - ALL DEPARTMENTS**\$421.82****FIRST INTERSTATE BAN**

Human Resources	Gift Card Billing 09/06/19	\$289.00
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FIRST INTERSTATE BAN

<i>FIRST INTERSTATE BAN - Total For Human Resources</i>		\$289.00
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FIRST INTERSTATE BAN - ALL DEPARTMENTS**\$289.00****GALLS, INC.**

Police Administration	Credit MLS Molle Accessory	(\$438.75)
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GALLS, INC.

Police Administration	Point Blank MC Guardian	\$580.75
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GALLS, INC.

Police Administration	Credit mls molle accessory	(\$258.75)
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GALLS, INC.

Police Administration	3in Polyester velcro holder	\$29.70
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GALLS, INC.

Police Administration	Charger cord/ Battery Stick	\$194.10
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GALLS, INC.

Police Administration	Womens External Trouser	\$106.50
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GALLS, INC.

GALLS, INC.	Police Administration	Credit MLS molle accessory	(\$427.50)
GALLS, INC.	Police Administration	Charger, Resister Glove, Velcro Tie	\$248.25
GALLS, INC.	Police Administration	3in polyester velcro tie	\$118.80
GALLS, INC.	Police Administration	Peerless model handcuffs	\$273.00
GALLS, INC.	Police Administration	Shirt stays	\$18.00
<i>GALLS, INC. - Total For Police Administration</i>			<i>\$444.10</i>
GALLS, INC. - ALL DEPARTMENTS			\$444.10

GILES TRANSPORT, INC

GILES TRANSPORT, INC	Balefill - Dispatch	826G Cat Trash Compactor	\$665.00
<i>GILES TRANSPORT, INC - Total For Balefill - Dispatch</i>			<i>\$665.00</i>
GILES TRANSPORT, INC - ALL DEPARTMENTS			\$665.00

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Casper Events Center Fund	October 2019 Net Loss Funding	\$82,909.91
<i>GLOBAL SPECTRUM L.P. - Total For Casper Events Center Fund</i>			<i>\$82,909.91</i>
GLOBAL SPECTRUM L.P.	Social Community Services	Fireworks Festival Sponsor	\$3,000.00
<i>GLOBAL SPECTRUM L.P. - Total For Social Community Services</i>			<i>\$3,000.00</i>
GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS			\$85,909.91

GOVERNMENTJOBS.COM

GOVERNMENTJOBS.COM	Human Resources	Insight Enterprise Software Renewal	\$10,768.56
<i>GOVERNMENTJOBS.COM - Total For Human Resources</i>			<i>\$10,768.56</i>

GOVERNMENTJOBS.COM - ALL DEPARTMENTS**\$10,768.56****GSG ARCHITECTURE**

Capital Projects Fund

Fire Station #5

\$1,249.45

GSG ARCHITECTURE

GSG ARCHITECTURE - Total For Capital Projects Fund

\$1,249.45

GSG ARCHITECTURE - ALL DEPARTMENTS**\$1,249.45****HILLHOUSE W. LTD**

Ft. Caspar

Books

\$135.91

HILLHOUSE W. LTD

HILLHOUSE W. LTD - Total For Ft. Caspar

\$135.91

HILLHOUSE W. LTD - ALL DEPARTMENTS**\$135.91****HITEK COMMUNICATIONS**

Balefill - Dispatch

Replace Camera Dome Scale House

\$200.00

HITEK COMMUNICATIONS

HITEK COMMUNICATIONS - Total For Balefill - Dispatch

\$200.00

Capital Projects Fund

Electrical/network CEC Box Office

\$990.00

HITEK COMMUNICATIONS

HITEK COMMUNICATIONS - Total For Capital Projects Fund

\$990.00

HITEK COMMUNICATIONS - ALL DEPARTMENTS**\$1,190.00****HOMAX OIL SALES, INC**

Balefill - Dispatch

Open top Hazmat Drum

\$552.00

HOMAX OIL SALES, INC

Balefill - Dispatch

Mist items- invoice after credit

\$48.46

HOMAX OIL SALES, INC

Balefill - Dispatch

Bulk Fuel Clear Diesel

\$21,289.12

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC - Total For Balefill - Dispatch

\$21,889.58

	Fleet Maintenance Fund	Diesel	\$19,720.09
HOMAX OIL SALES, INC			
	Fleet Maintenance Fund	Stock 02/F2	\$16,650.62
HOMAX OIL SALES, INC			
	Fleet Maintenance Fund	Urea-Bulk	\$1,039.50
HOMAX OIL SALES, INC			
	Fleet Maintenance Fund	01/F1 Stock	\$17,672.00
HOMAX OIL SALES, INC			
	Fleet Maintenance Fund	Gasoline	\$19,609.03
HOMAX OIL SALES, INC			
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$74,691.24</i>
	Water - Distribution	Fuel	\$6,010.89
HOMAX OIL SALES, INC			
<i>HOMAX OIL SALES, INC - Total For Water - Distribution</i>			<i>\$6,010.89</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$102,591.71

HOSE & RUBBER SUPPLY

	Balefill - Dispatch	Hose Assembly	\$218.10
HOSE & RUBBER SUPPLY			
<i>HOSE & RUBBER SUPPLY - Total For Balefill - Dispatch</i>			<i>\$218.10</i>
HOSE & RUBBER SUPPLY - ALL DEPARTMENTS			\$218.10

HUB INTL. MOUNTAIN S

	Property Insurance Fund	Hogadon Insurance Audit Adjustment	\$2,868.00
HUB INTL. MOUNTAIN S			
<i>HUB INTL. MOUNTAIN S - Total For Property Insurance Fund</i>			<i>\$2,868.00</i>
HUB INTL. MOUNTAIN S - ALL DEPARTMENTS			\$2,868.00

JKC ENGINEERING

	Balefill - Dispatch	Project #18-079	\$925.00
JKC ENGINEERING			
<i>JKC ENGINEERING - Total For Balefill - Dispatch</i>			<i>\$925.00</i>

JKC ENGINEERING - ALL DEPARTMENTS**\$925.00****KELLY SVCS., INC.**

	Balefill - Dispatch	Maintenance	\$589.60
KELLY SVCS., INC.			
	Balefill - Dispatch	Maintenance	\$589.60
KELLY SVCS., INC.			
	Balefill - Dispatch	Maintenance	\$567.49
KELLY SVCS., INC.			
	Balefill - Dispatch	Ldf contractual- Maintenance	\$589.60
KELLY SVCS., INC.			
	Balefill - Dispatch	Drug Screening Expense	\$33.83
KELLY SVCS., INC.			
<i>KELLY SVCS., INC. - Total For Balefill - Dispatch</i>			<i>\$2,370.12</i>
KELLY SVCS., INC. - ALL DEPARTMENTS			\$2,370.12

KNIFE RIVER/JTL

	Streets	1/2" Plant Mix	\$354.54
KNIFE RIVER/JTL			
	Streets	1/2" Plant Mix	\$349.98
KNIFE RIVER/JTL			
	Streets	3/8 " & 1/2" Plant mix	\$484.61
KNIFE RIVER/JTL			
	Streets	1/2" Plant Mix Foster Rd.	\$35,210.01
KNIFE RIVER/JTL			
	Streets	1/2" Plant Mix	\$347.70
KNIFE RIVER/JTL			
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$36,746.84</i>
KNIFE RIVER/JTL - ALL DEPARTMENTS			\$36,746.84

KNOWBE4 INC

	Capital Projects Fund	Security Awareness Phishing simulation and Trai	\$6,173.57
KNOWBE4 INC			

<i>KNOWBE4 INC - Total For Capital Projects Fund</i>	<i>\$6,173.57</i>
KNOWBE4 INC - ALL DEPARTMENTS	\$6,173.57

LAW OFFICE OF HAMPTO

City Manager	August 19 Public Defender Contract	\$1,350.00
LAW OFFICE OF HAMPTO		
<i>LAW OFFICE OF HAMPTO - Total For City Manager</i>		<i>\$1,350.00</i>
LAW OFFICE OF HAMPTO - ALL DEPARTMENTS		\$1,350.00

LINCOLN NATL. LIFE I

Health Insurance Fund	Life Benefits	\$267.33
LINCOLN NATL. LIFE I		
<i>LINCOLN NATL. LIFE I - Total For Health Insurance Fund</i>		<i>\$267.33</i>
LINCOLN NATL. LIFE I - ALL DEPARTMENTS		\$267.33

LISA'S SPIC N SPAN

Balefill - Dispatch	Cleaning Services	\$219.00
LISA'S SPIC N SPAN		
Balefill - Dispatch	Cleaning Scale	\$100.00
LISA'S SPIC N SPAN		
Balefill - Dispatch	Cleaning Aug. 12-19	\$307.00
LISA'S SPIC N SPAN		
Balefill - Dispatch	Cleaning Scale	\$100.00
LISA'S SPIC N SPAN		
Balefill - Dispatch	Cleaning Services	\$237.00
LISA'S SPIC N SPAN		
<i>LISA'S SPIC N SPAN - Total For Balefill - Dispatch</i>		<i>\$963.00</i>
Balefill - Proc	Clean Miller House	\$325.00
LISA'S SPIC N SPAN		
Balefill - Proc	Cleaning Miller House	\$125.00
LISA'S SPIC N SPAN		
Balefill - Proc	Cleaning Aug. 26	\$325.00
LISA'S SPIC N SPAN		

<i>LISA'S SPIC N SPAN - Total For Balefill - Proc</i>			\$775.00
LISA'S SPIC N SPAN - ALL DEPARTMENTS			\$1,738.00

LONG

	Buildings & Structures Fund	City Center PM Work	\$1,357.00
LONG			
<i>LONG - Total For Buildings & Structures Fund</i>			\$1,357.00
	Capital Projects Fund	Senior Center PM Work	\$786.61
LONG			
	Capital Projects Fund	Senior Center AC Repair	\$380.04
LONG			
<i>LONG - Total For Capital Projects Fund</i>			\$1,166.65
LONG - ALL DEPARTMENTS			\$2,523.65

MCCI, LLC

	City Clerk	Laserfiche Lease	\$10,270.05
MCCI, LLC			
<i>MCCI, LLC - Total For City Clerk</i>			\$10,270.05
MCCI, LLC - ALL DEPARTMENTS			\$10,270.05

MCMURRY READY MIX CO

	Streets	12th and Walsh	\$963.75
MCMURRY READY MIX CO			
<i>MCMURRY READY MIX CO - Total For Streets</i>			\$963.75
	Water - Distribution	Yard Finish Rock	\$2,922.50
MCMURRY READY MIX CO			
	Water - Distribution	12th & Walsh	\$178.50
MCMURRY READY MIX CO			
<i>MCMURRY READY MIX CO - Total For Water - Distribution</i>			\$3,101.00
MCMURRY READY MIX CO - ALL DEPARTMENTS			\$4,064.75

MOTOROLA SOLUTIONS

	Public Saftey Communication Monthly Maintenance agreement	\$3,954.33
MOTOROLA SOLUTIONS		
	Public Saftey Communication Astro Maintenance	\$6,163.50
MOTOROLA SOLUTIONS		
	Public Saftey Communication Repairs/Maintenance	\$1,700.98
MOTOROLA SOLUTIONS		
<i>MOTOROLA SOLUTIONS - Total For Public Saftey Communication</i>		<i>\$11,818.81</i>
MOTOROLA SOLUTIONS - ALL DEPARTMENTS		\$11,818.81

MOUNTAIN STATES

	Balefill - Dispatch	Scale house weight tickets	\$1,027.23
MOUNTAIN STATES			
<i>MOUNTAIN STATES - Total For Balefill - Dispatch</i>			<i>\$1,027.23</i>
	Balefill - Diver	Deniz Business Cards	\$45.44
MOUNTAIN STATES			
<i>MOUNTAIN STATES - Total For Balefill - Diver</i>			<i>\$45.44</i>
MOUNTAIN STATES - ALL DEPARTMENTS			\$1,072.67

MOUNTAIN WEST TELEPH

	Public Saftey Communication Metro Ethernet	\$503.74
MOUNTAIN WEST TELEPH		
<i>MOUNTAIN WEST TELEPH - Total For Public Saftey Communication</i>		<i>\$503.74</i>
MOUNTAIN WEST TELEPH - ALL DEPARTMENTS		\$503.74

NALCO CHEMICAL CO.

	WWTP - Regional Interc	Ferrous Chloride	\$16,452.00
NALCO CHEMICAL CO.			
<i>NALCO CHEMICAL CO. - Total For WWTP - Regional Interc</i>			<i>\$16,452.00</i>
NALCO CHEMICAL CO. - ALL DEPARTMENTS			\$16,452.00

NATRONA CO. MEALS ON

Capital Projects Fund	1%16 Funding Meals on Wheels	\$34,722.00
NATRONA CO. MEALS ON		
NATRONA CO. MEALS ON - Total For Capital Projects Fund		\$34,722.00
NATRONA CO. MEALS ON - ALL DEPARTMENTS		\$34,722.00

NATRONA COUNTY OFFIC

Social Community Services	July-Sept 2019 Tax Revenues	135,000.00
NATRONA COUNTY OFFIC		
NATRONA COUNTY OFFIC - Total For Social Community Services		\$135,000.00
NATRONA COUNTY OFFIC - ALL DEPARTMENTS		\$135,000.00

NELSON/NYGAARD CONSU

Metropolitan Planning Org	MPO 18-002 Long Range Transportation	\$18,908.49
NELSON/NYGAARD CONSU		
NELSON/NYGAARD CONSU - Total For Metropolitan Planning Org		\$18,908.49
NELSON/NYGAARD CONSU - ALL DEPARTMENTS		\$18,908.49

NORTHERN LIGHTS MANU

Balefill - Proc	Material/Labor New Piping oil cooler	\$6,850.00
NORTHERN LIGHTS MANU		
Balefill - Proc	Cooler Welding S. Baler	\$4,750.00
NORTHERN LIGHTS MANU		
NORTHERN LIGHTS MANU - Total For Balefill - Proc		\$11,600.00
Refuse - Commercial	Comm. New Light Eq	\$1,650.00
NORTHERN LIGHTS MANU		
Refuse - Commercial	Comm. New Light Eq	\$1,650.00
NORTHERN LIGHTS MANU		
Refuse - Commercial	New Comm. Light Eq	\$1,650.00
NORTHERN LIGHTS MANU		
Refuse - Commercial	New Comm. Light Eq	\$1,650.00
NORTHERN LIGHTS MANU		
Refuse - Commercial	22227 2014 Sidelaod Maintenance	\$1,400.00
NORTHERN LIGHTS MANU		

NORTHERN LIGHTS MANU	Refuse - Commercial	New Comm. Light Eq	\$1,650.00
NORTHERN LIGHTS MANU	Refuse - Commercial	Comm. New Light Eq	\$1,650.00
NORTHERN LIGHTS MANU	Refuse - Commercial	Comm. New light Equipment	\$1,650.00
NORTHERN LIGHTS MANU	Refuse - Commercial	New comm. Light	\$1,650.00
NORTHERN LIGHTS MANU	Refuse - Commercial	New Comm. Light Eq	\$1,650.00
NORTHERN LIGHTS MANU	Refuse - Commercial	New Comm. Light Eq	\$1,650.00
NORTHERN LIGHTS MANU	Refuse - Commercial	222286 Sideload Maintenance	\$4,175.00
<i>NORTHERN LIGHTS MANU - Total For Refuse - Commercial</i>			<i>\$22,075.00</i>
NORTHERN LIGHTS MANU - ALL DEPARTMENTS			\$33,675.00

O'CONNOR COMPANY

O'CONNOR COMPANY	Buildings & Structures Fund	AC Motor for Casper Svc. Center	\$1,170.00
<i>O'CONNOR COMPANY - Total For Buildings & Structures Fund</i>			<i>\$1,170.00</i>
O'CONNOR COMPANY - ALL DEPARTMENTS			\$1,170.00

OLSON AUTOBODY & COL

OLSON AUTOBODY & COL	Fleet Maintenance Fund	101253 Police Explorer Repairs	\$1,777.91
OLSON AUTOBODY & COL	Fleet Maintenance Fund	101282 Repairs	\$3,214.15
<i>OLSON AUTOBODY & COL - Total For Fleet Maintenance Fund</i>			<i>\$4,992.06</i>
OLSON AUTOBODY & COL - ALL DEPARTMENTS			\$4,992.06

PEPPER TANK & CONTRA

	Balefill - Proc	Baler Plate Labor	\$750.00
PEPPER TANK & CONTRA			
	Balefill - Proc	Baler Plate	\$1,500.00
PEPPER TANK & CONTRA			
<i>PEPPER TANK & CONTRA - Total For Balefill - Proc</i>			<i>\$2,250.00</i>
PEPPER TANK & CONTRA - ALL DEPARTMENTS			\$2,250.00

PEPSI COLA OF CASPER

	ice Arena - Concessions	Concessions	\$599.18
PEPSI COLA OF CASPER			
<i>PEPSI COLA OF CASPER - Total For ice Arena - Concessions</i>			<i>\$599.18</i>
PEPSI COLA OF CASPER - ALL DEPARTMENTS			\$599.18

POLICE FACILITY DESI

	Capital Projects Fund	Architect for Public Safety Bu	\$2,060.00
POLICE FACILITY DESI			
	Capital Projects Fund	Architect for Public Safety Bu	\$7,419.20
POLICE FACILITY DESI			
<i>POLICE FACILITY DESI - Total For Capital Projects Fund</i>			<i>\$9,479.20</i>
POLICE FACILITY DESI - ALL DEPARTMENTS			\$9,479.20

PORTER, MUIRHEAD, CO

	CATC - Admin	NTD Required City Audit	\$7,500.00
PORTER, MUIRHEAD, CO			
<i>PORTER, MUIRHEAD, CO - Total For CATC - Admin</i>			<i>\$7,500.00</i>
PORTER, MUIRHEAD, CO - ALL DEPARTMENTS			\$7,500.00

POSTAL PROS, INC.

	Customer Service	Utility Billing	\$3,057.22
POSTAL PROS, INC.			
	Customer Service	E-Statement/Web Posting	\$778.89
POSTAL PROS, INC.			

Customer Service	Utility Billing	\$2,845.93
POSTAL PROS, INC.		
<i>POSTAL PROS, INC. - Total For Customer Service</i>		<i>\$6,682.04</i>
Water	E-Statement/Web Posting	\$921.00
POSTAL PROS, INC.		
<i>POSTAL PROS, INC. - Total For Water</i>		<i>\$921.00</i>
POSTAL PROS, INC. - ALL DEPARTMENTS		\$7,603.04

PRESERVATION SOLUTIO

Planning - Admin	18-16 Preservation Plan	\$2,000.00
PRESERVATION SOLUTIO		
<i>PRESERVATION SOLUTIO - Total For Planning - Admin</i>		<i>\$2,000.00</i>
PRESERVATION SOLUTIO - ALL DEPARTMENTS		\$2,000.00

PRINTWORKS

Planning - Admin	Collins Business Cards	\$49.95
PRINTWORKS		
<i>PRINTWORKS - Total For Planning - Admin</i>		<i>\$49.95</i>
PRINTWORKS - ALL DEPARTMENTS		\$49.95

PROUD TO HOST

Social Community Services	Support Services State Track	\$2,612.54
PROUD TO HOST		
<i>PROUD TO HOST - Total For Social Community Services</i>		<i>\$2,612.54</i>
PROUD TO HOST - ALL DEPARTMENTS		\$2,612.54

RD OFFU H CO

Balefill - Dispatch	CRL Equipment Gps 16-047	160,265.00
RD OFFU H CO		
<i>RD OFFU H CO - Total For Balefill - Dispatch</i>		<i>\$160,265.00</i>
RD OFFU H CO - ALL DEPARTMENTS		\$160,265.00

RESOURCE MGMT. CO, I

Fleet Maintenance Fund	Tire Disposals	\$1,128.00
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RESOURCE MGMT. CO, I

<i>RESOURCE MGMT. CO, I - Total For Fleet Maintenance Fund</i>	<i>\$1,128.00</i>
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RESOURCE MGMT. CO, I - ALL DEPARTMENTS \$1,128.00

ROCKY MOUNTAIN POWER

Aquatics - Pool	Electricity	\$5,070.04
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ROCKY MOUNTAIN POWER

<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Pool</i>	<i>\$5,070.04</i>
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Balefill - Dispatch	closed Balefill Gas system power	\$246.13
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ROCKY MOUNTAIN POWER

Balefill - Dispatch	Electricity	\$3,269.46
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ROCKY MOUNTAIN POWER

<i>ROCKY MOUNTAIN POWER - Total For Balefill - Dispatch</i>	<i>\$3,515.59</i>
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Buildings & Structures Fund	Electricity	\$142.39
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ROCKY MOUNTAIN POWER

<i>ROCKY MOUNTAIN POWER - Total For Buildings & Structures Fund</i>	<i>\$142.39</i>
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Cemetery	Electricity	\$184.13
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ROCKY MOUNTAIN POWER

<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>	<i>\$184.13</i>
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Fire Administration	Electricity	\$54.34
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ROCKY MOUNTAIN POWER

<i>ROCKY MOUNTAIN POWER - Total For Fire Administration</i>	<i>\$54.34</i>
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Fleet Maintenance Fund	Electricity	\$3,526.05
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ROCKY MOUNTAIN POWER

<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>	<i>\$3,526.05</i>
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Metro Animal Fund - Admin	Electricity	\$1,017.46
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ROCKY MOUNTAIN POWER

<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Fund - Admin</i>	<i>\$1,017.46</i>
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Parks - Parks Maint.	Electricity	\$5,562.86
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ROCKY MOUNTAIN POWER

<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>	<i>\$5,562.86</i>
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	Parks - Special Areas	Electricity	\$2,617.78
ROCKY MOUNTAIN POWER			
	Parks - Special Areas	Electricity	\$59.16
ROCKY MOUNTAIN POWER			
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			<i>\$2,676.94</i>
	Sewer Fund - Collection	Electricity	\$333.35
ROCKY MOUNTAIN POWER			
<i>ROCKY MOUNTAIN POWER - Total For Sewer Fund - Collection</i>			<i>\$333.35</i>
	Traffic Control	Electricity	\$82.58
ROCKY MOUNTAIN POWER			
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$82.58</i>
	Water - Tanks	Electricity	\$37,130.19
ROCKY MOUNTAIN POWER			
	Water - Tanks	Electricity	\$635.85
ROCKY MOUNTAIN POWER			
<i>ROCKY MOUNTAIN POWER - Total For Water - Tanks</i>			<i>\$37,766.04</i>
	WWTP - Operations	Electricity	\$24,640.96
ROCKY MOUNTAIN POWER			
	WWTP - Operations	Electricity	\$162.66
ROCKY MOUNTAIN POWER			
<i>ROCKY MOUNTAIN POWER - Total For WWTP - Operations</i>			<i>\$24,803.62</i>
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$84,735.39

Rooter

	Golf - Operations	Portable Restroom	\$378.00
Rooter			
<i>Rooter - Total For Golf - Operations</i>			<i>\$378.00</i>
Rooter - ALL DEPARTMENTS			\$378.00

SAM PARSON'S UPHOLST

	Fleet Maintenance Fund	660261 Move Seam Seat cover	\$65.00
SAM PARSON'S UPHOLST			
<i>SAM PARSON'S UPHOLST - Total For Fleet Maintenance Fund</i>			<i>\$65.00</i>

SAM PARSON'S UPHOLST - ALL DEPARTMENTS **\$65.00**

SHOSHONE DISTRIBUTIN

Ft. Caspar Souvenirs and Paper products \$1,374.00

SHOSHONE DISTRIBUTIN

Ft. Caspar Souvenirs and Decals \$231.00

SHOSHONE DISTRIBUTIN

SHOSHONE DISTRIBUTIN - Total For Ft. Caspar *\$1,605.00*

SHOSHONE DISTRIBUTIN - ALL DEPARTMENTS **\$1,605.00**

SIMPLOT AB RETAIL IN

Golf - Operations Meridian Insecticide \$1,960.00

SIMPLOT AB RETAIL IN

SIMPLOT AB RETAIL IN - Total For Golf - Operations *\$1,960.00*

SIMPLOT AB RETAIL IN - ALL DEPARTMENTS **\$1,960.00**

SIRIUSWARE INC

Hogadon - Admin Annual Maint /Tech Support \$3,000.00

SIRIUSWARE INC

SIRIUSWARE INC - Total For Hogadon - Admin *\$3,000.00*

Hogadon - Operations Annual Maint /Tech Support \$35.16

SIRIUSWARE INC

SIRIUSWARE INC - Total For Hogadon - Operations *\$35.16*

SIRIUSWARE INC - ALL DEPARTMENTS **\$3,035.16**

SOFT DR INC

Balefill - Dispatch Kitchen/Break room Water Filter replacement \$178.00

SOFT DR INC

SOFT DR INC - Total For Balefill - Dispatch *\$178.00*

SOFT DR INC - ALL DEPARTMENTS **\$178.00**

STATELINE NO 7 ARCHI

	Urban Forestry	City Hall SAFE Design Aug 2019	\$1,740.00
STATELINE NO 7 ARCHI			
	Urban Forestry	City Hall SAFE Design Aug 2019	\$55.00
STATELINE NO 7 ARCHI			
<i>STATELINE NO 7 ARCHI - Total For Urban Forestry</i>			<i>\$1,795.00</i>
STATELINE NO 7 ARCHI - ALL DEPARTMENTS			\$1,795.00

STEALTH PARTNER GROU

	Health Insurance Fund	Oct. 2019 Medical Stop Loss	\$49,338.49
STEALTH PARTNER GROU			
<i>STEALTH PARTNER GROU - Total For Health Insurance Fund</i>			<i>\$49,338.49</i>
STEALTH PARTNER GROU - ALL DEPARTMENTS			\$49,338.49

STERLING

	Human Resources	Background Checks Aug. 2019	\$176.29
STERLING			
<i>STERLING - Total For Human Resources</i>			<i>\$176.29</i>
STERLING - ALL DEPARTMENTS			\$176.29

SUPERIOR INDUSTRIAL

	Fleet Maintenance Fund	Labor to Install Fore Jack Axle Kits	\$5,472.09
SUPERIOR INDUSTRIAL			
	Fleet Maintenance Fund	Fore jack	\$19,557.00
SUPERIOR INDUSTRIAL			
<i>SUPERIOR INDUSTRIAL - Total For Fleet Maintenance Fund</i>			<i>\$25,029.09</i>
SUPERIOR INDUSTRIAL - ALL DEPARTMENTS			\$25,029.09

Thyssenkrupp

	Buildings & Structures Fund	Elevator Maintenance	\$2,602.66
Thyssenkrupp			
<i>Thyssenkrupp - Total For Buildings & Structures Fund</i>			<i>\$2,602.66</i>

	Parking Fund	Elevator Maintenance	\$1,982.98
Thyssenkrupp			
<i>Thyssenkrupp - Total For Parking Fund</i>			<i>\$1,982.98</i>
Thyssenkrupp - ALL DEPARTMENTS			\$4,585.64

TOP OFFICE PRODUCTS

	WWTP - Operations	Printing/Copier Maintenance	\$133.50
TOP OFFICE PRODUCTS			
<i>TOP OFFICE PRODUCTS - Total For WWTP - Operations</i>			<i>\$133.50</i>
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$133.50

TRETO CONST.

	Capital Projects Fund	North Beverly St. Roadway Impr. 18-060	\$53,620.10
TRETO CONST.			
<i>TRETO CONST. - Total For Capital Projects Fund</i>			<i>\$53,620.10</i>
TRETO CONST. - ALL DEPARTMENTS			\$53,620.10

TRISHA SORENSEN

	Balefill - Proc	Canvas Cover Baler Control Board	\$53.00
TRISHA SORENSEN			
<i>TRISHA SORENSEN - Total For Balefill - Proc</i>			<i>\$53.00</i>
TRISHA SORENSEN - ALL DEPARTMENTS			\$53.00

UM CUSTOMER REFUNDS

	Water	Utility Refund 1489505	\$17.01
UM CUSTOMER REFUNDS			
	Water	Utility Refund	\$17.62
UM CUSTOMER REFUNDS			
	Water	Utility Refund Acct. 1348307	\$75.00
UM CUSTOMER REFUNDS			
	Water	Utility Refund 1320515	\$37.91
UM CUSTOMER REFUNDS			

	Water	Utility Refund 1509703	\$39.45
UM CUSTOMER REFUNDS			
	Water	Utility Refund 563404	\$52.23
UM CUSTOMER REFUNDS			
<i>UM CUSTOMER REFUNDS - Total For Water</i>			<i>\$239.22</i>
UM CUSTOMER REFUNDS - ALL DEPARTMENTS			\$239.22

UNIFORMS 2 GEAR

	Police Administration	Base Layer Short Sleeve	\$1,311.75
UNIFORMS 2 GEAR			
	Police Administration	Short Sleeve Shirts	\$1,023.16
UNIFORMS 2 GEAR			
	Police Administration	Base Layer Short Sleeve	\$91.96
UNIFORMS 2 GEAR			
	Police Administration	Duty pants & Long sleeve	\$1,119.38
UNIFORMS 2 GEAR			
	Police Administration	Base Layer Short Sleeve	\$572.77
UNIFORMS 2 GEAR			
	Police Administration	Base layer long sleeve	\$301.70
UNIFORMS 2 GEAR			
	Police Administration	Long Sleeves	\$1,176.80
UNIFORMS 2 GEAR			
	Police Administration	Base Layer Long Sleeve	\$138.34
UNIFORMS 2 GEAR			
	Police Administration	Base Layer- Short Sleeve	\$270.35
UNIFORMS 2 GEAR			
	Police Administration	Duty Pants	\$156.40
UNIFORMS 2 GEAR			
	Police Administration	Short Sleeve	\$236.58
UNIFORMS 2 GEAR			
<i>UNIFORMS 2 GEAR - Total For Police Administration</i>			<i>\$6,399.19</i>
UNIFORMS 2 GEAR - ALL DEPARTMENTS			\$6,399.19

VRC COMPANIES LLC

Human Resources	Sept. 2019 Monthly Fee	\$80.00
VRC COMPANIES LLC		
<i>VRC COMPANIES LLC - Total For Human Resources</i>		<i>\$80.00</i>
Police Administration	September 19 Monthly Fee	\$108.00
VRC COMPANIES LLC		
<i>VRC COMPANIES LLC - Total For Police Administration</i>		<i>\$108.00</i>
VRC COMPANIES LLC - ALL DEPARTMENTS		\$188.00

WATERS & SON CONST.

Property Insurance Fund	Claim #2326- Cemetery Fence/Gate Repairs	\$2,959.73
WATERS & SON CONST.		
<i>WATERS & SON CONST. - Total For Property Insurance Fund</i>		<i>\$2,959.73</i>
WATERS & SON CONST. - ALL DEPARTMENTS		\$2,959.73

WELLBORN SULLIVAN ME

Property Insurance Fund	Legal Services	\$4,200.00
WELLBORN SULLIVAN ME		
<i>WELLBORN SULLIVAN ME - Total For Property Insurance Fund</i>		<i>\$4,200.00</i>
WELLBORN SULLIVAN ME - ALL DEPARTMENTS		\$4,200.00

WESTERN BUSINESS SOL

Ft. Caspar	Annual Infotouch Software License	\$495.00
WESTERN BUSINESS SOL		
<i>WESTERN BUSINESS SOL - Total For Ft. Caspar</i>		<i>\$495.00</i>
WESTERN BUSINESS SOL - ALL DEPARTMENTS		\$495.00

WESTERN STATES FIRE

Balefill - Dispatch	5 Year Fire System Inspection Solid Waste	\$3,850.00
WESTERN STATES FIRE		
<i>WESTERN STATES FIRE - Total For Balefill - Dispatch</i>		<i>\$3,850.00</i>
WESTERN STATES FIRE - ALL DEPARTMENTS		\$3,850.00

WILLIAMS, PORTER, DA

Property Insurance Fund	Property Insurance- Legal Services	\$1,045.00
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WILLIAMS, PORTER, DA

<i>WILLIAMS, PORTER, DA - Total For Property Insurance Fund</i>		<i>\$1,045.00</i>
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WILLIAMS, PORTER, DA - ALL DEPARTMENTS \$1,045.00

WLC ENGINEERING - SU

Capital Projects Fund	Cemetery Addition Phase 2	\$2,272.55
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WLC ENGINEERING - SU

<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>		<i>\$2,272.55</i>
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Engineering	August 19 Surveying	\$476.25
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WLC ENGINEERING - SU

<i>WLC ENGINEERING - SU - Total For Engineering</i>		<i>\$476.25</i>
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WLC ENGINEERING - SU - ALL DEPARTMENTS \$2,748.80

WY. DEPT. OF TRANSP

Capital Projects Fund	Bryan Stock Trl Bridge 09-27	\$35.43
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WY. DEPT. OF TRANSP

<i>WY. DEPT. OF TRANSP - Total For Capital Projects Fund</i>		<i>\$35.43</i>
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WY. DEPT. OF TRANSP - ALL DEPARTMENTS \$35.43

WY. MACHINERY CO.

Balefill - Dispatch	Scraper & Articulated Dump Truck	\$20,049.75
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WY. MACHINERY CO.

Balefill - Dispatch	Rental Windmill Blade and Compost Yard Cleanu	\$7,507.35
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WY. MACHINERY CO.

<i>WY. MACHINERY CO. - Total For Balefill - Dispatch</i>		<i>\$27,557.10</i>
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WY. MACHINERY CO. - ALL DEPARTMENTS \$27,557.10

WYOMING COUNTY OFFIC

Council	2019 WACO Conf. Sponsorship Fee	\$2,000.00
WYOMING COUNTY OFFIC		
<i>WYOMING COUNTY OFFIC - Total For Council</i>		<i>\$2,000.00</i>
WYOMING COUNTY OFFIC - ALL DEPARTMENTS		\$2,000.00

WYOMING STEEL & RECY

Refuse - Recycling	Recycling	\$5,810.40
WYOMING STEEL & RECY		
<i>WYOMING STEEL & RECY - Total For Refuse - Recycling</i>		<i>\$5,810.40</i>
WYOMING STEEL & RECY - ALL DEPARTMENTS		\$5,810.40

XEROX CORPORATION

Engineering	Maintenance Plan	\$35.42
XEROX CORPORATION		
Engineering	Roll Copier	\$185.66
XEROX CORPORATION		
<i>XEROX CORPORATION - Total For Engineering</i>		<i>\$221.08</i>
XEROX CORPORATION - ALL DEPARTMENTS		\$221.08

CITYWIDE BILLS AND CLAIMS TOTAL **\$1,855,674.17**

I certify, under penalty of perjury, that this listing of vouchers and the items included therein for payment are correct and just in every respect.

SUBMITTED BY (Finance Dir) _____ DATE _____

DULY AUDITED BY (City Manager) _____ DATE _____

APPROVED BY (Mayor) _____ DATE _____

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 10/01/19

Payroll Disbursements


Total Payroll \$ -


Additional Accounts Payable

9/12/2019	Pre Writs: Utility Refunds, Petty Cash, Taxes		
	Casper Re-Entry	\$	300.00
	First Insterstate Bank- Petty Cash	\$	70.00
	Kylee Pietrzak	\$	500.00
	State of Wy. Dept of Revenue	\$	1,569.72
	Shannon Coplelan	\$	2,500.00
	Becky/Gregg Desersa	\$	275.00
	Nash, Ashly	\$	5.37
	Cummings, Tyler	\$	22.43
	Total:	\$	<u>5,242.52</u>
9/19/2019	Pre Writs: Utility Refunds, Travel Reimbursement, Parrot Care, Petty Cash		
	Tiffany Elhart		32.42
	Keith McPheeters		73.16
	First Interstate Bank- Petty Cash		156.84
	Knick Knack Shack		3,407.00
	Lewis, Chase		18.89
	Wyoming Medical Center		48.66
	Cache Valley Electric		56.22
	Kleen Pipe, LLC		29.76
	Total:	\$	<u>3,822.95</u>
9/23/19	Additional P-Cards for BOA Payment		11,366.40
			500.95
			2,264.41
			2,366.33
			2,076.94
			10,889.45
			2,667.80
			519.02
			3,780.41
			799.45
			61,200.94
			101,838.65
			58,453.51
			35,422.32
			755.38
			478.10
			9.21
			1,228.63
			135.56
			3,284.06
			5,800.75
			5,136.73
	Total:		<u>310,975.00</u>

Total Additional AP \$ 320,040.47

September 27, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establish Date of Public Hearing for Consideration of an Ordinance Approving a Zone Change of 1.65-acres described as Tract A, Garden Creek Square Addition from Planned Unit Development (PUD) to General Business (C-2).

Meeting Type & Date:

Regular Council Meeting, October 1, 2019

Action Type:

Establish date of public hearing

Recommendation:

That Council, by minute action, establish October 15, 2019 as the date of public hearing for consideration of an Ordinance approving a zone change of 1.65-acres described as Tract A, Garden Creek Square Addition from Planned Unit Development (PUD) to General Business (C-2).

Summary:

Application has been received for a requested zoning classification change of a 1.65-acre parcel located at the northwest corner of SW Wyoming Boulevard and South Coffman Avenue. The property is currently undeveloped, and is zoned PUD (Planned Unit Development). The applicants have requested that the property be rezoned to C-2 (General Business) in anticipation of the development of a senior, multifamily residential project consisting of a total of forty-nine (49) units. Properties surrounding the subject parcel are zoned PUD (Planned Unit Development) to the north and west; R-4 (High Density Residential) to the east; and R-1 (Residential Estate) to the south.

The subject property is a part of a project that was approved in 1999 called Garden Creek Plaza. The original plan for Garden Creek Plaza was for the development of a multi-tenant retail building and eighteen (18) twin homes. The entire project encompassed approximately 7.55 acres, and obviously, the project never moved forward. The original owner/developer is now selling off 1.65-acres of the PUD (Planned Unit Development), which, as stated above, is approved for tax credits for the development of forty-nine senior residential units. The original plan for the area expired after the property remained undeveloped for three (3) years following approval. In that the PUD (Planned Unit Development) is now being broken up and sold/developed in separate parcels, staff suggested that the applicants apply for a zone change to C-2 (General Business), which would allow the project by right as a permitted use, and would expedite and simplify the development/review process for the applicants. Because of the density of the proposed multifamily project, it will ultimately require review and approval of the site plan by the Planning and Zoning Commission.

Staff supports, and the Planning and Zoning Commission agreed, that moving away from the PUD (Planned Unit Development) zoning in this case makes sense because of the straightforward nature of the project. PUD (Planned Unit Development) zoning is only beneficial in very limited circumstances when a project requires flexibility beyond what is typically allowed under standard zoning regulations. The C-2 (General Business) zoning district has been tweaked in recent years to serve as more of a mixed use zoning district, and the need for PUD zoning has been waning as a result, thereby expediting and simplifying the development process.

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. 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 property is located in a transition area between an area designated as a “neighborhood center,” and the area along Garden Creek designated as “Parks and Open Space.” Page 4-32 of the Plan provides general characteristics of areas designated as neighborhood centers, which typically include low-scale commercial uses and supporting multifamily residential.

Chapter Three (3) of the Plan provides principles and goals. Principles and goals that may be applicable to the requested zone change are as follows:

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

Goal ECH1-5 – **Fair Housing:** Provide a range of attainable and affordable housing throughout the community with equal access to fair housing. (Pg. 3-5)

Section 17.68.020 of the Municipal Code lists the following land uses as being permitted in the proposed C-2 (General Business) zoning district.

1. Animal clinics and animal treatment centers;
2. Apartments located within a business structure;
3. Arcades/amusement centers;
4. Assisted living;
5. Automobile park, sales area or service center;
6. Automobile service stations;
7. Banks, savings and loans, and finance companies;
8. Bars, taverns, retail liquor stores, and cocktail lounges;
9. Bed and breakfast;
10. Bed and breakfast homestay;

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

51. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

The Planning and Zoning Commission voted to unanimously support the plat and zone change after a public hearing on September 19, 2019. There were no public comments 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 Council agenda page of the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

Not applicable

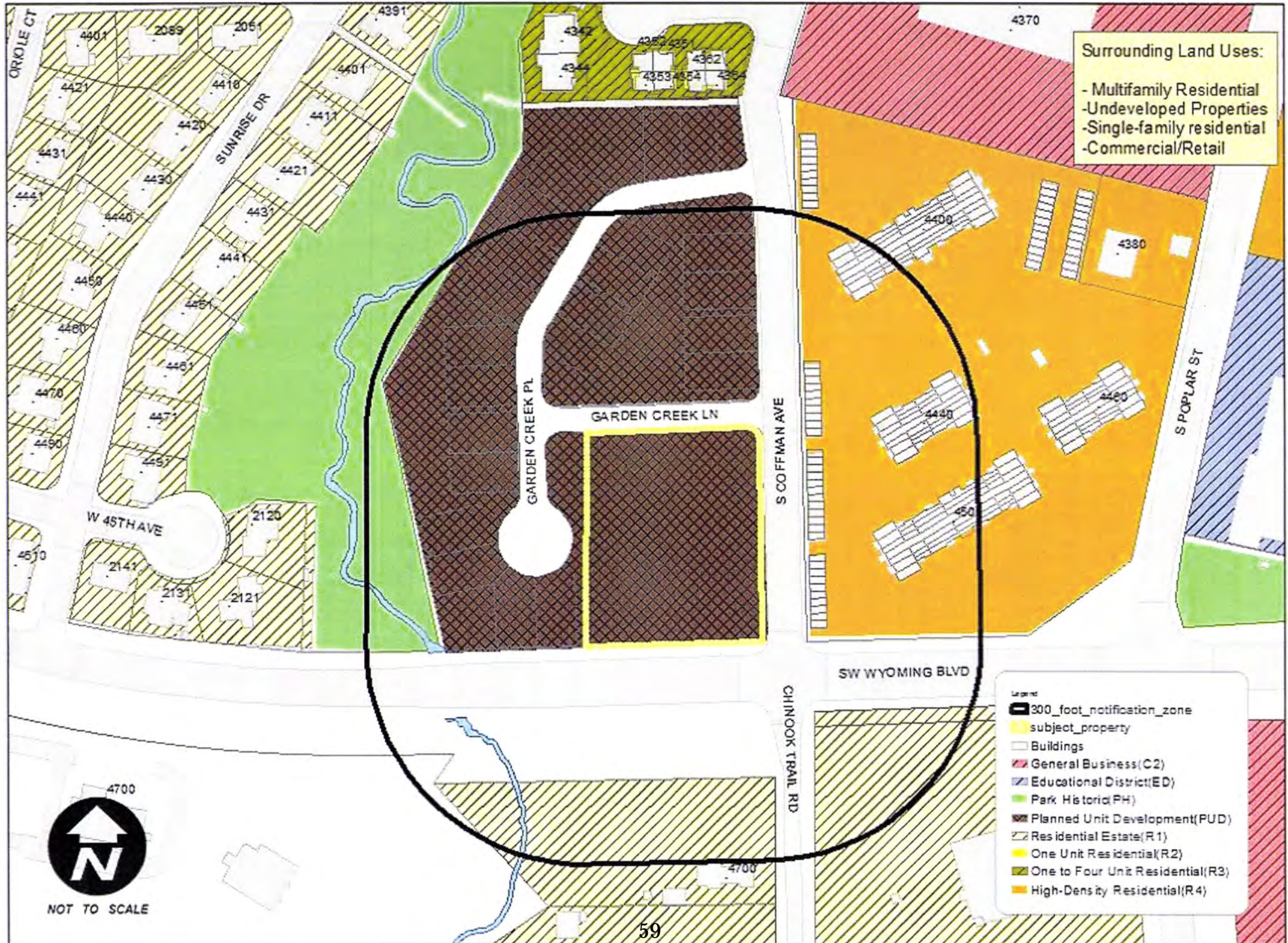
Oversight/Project Responsibility:

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

Attachments:

Location Map

Coffman Zone Change



Surrounding Land Uses:

- Multifamily Residential
- Undeveloped Properties
- Single-family residential
- Commercial/Retail

Legend

- 300_foot_notification_zone
- subject_property
- Buildings
- General Business (C2)
- Educational District (ED)
- Park Historic (PH)
- Planned Unit Development (PUD)
- Residential Estate (R1)
- One Unit Residential (R2)
- One to Four Unit Residential (R3)
- High-Density Residential (R4)

September 9, 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 *Am L*

SUBJECT: Establish Public Hearing Date for a Transfer of Location for Retail Liquor License No. 19 Ridleys Family Market, Inc, d/b/a Ridleys Family Market, Located at 1375 CY Ave, to Ridleys Family Market, Inc, d/b/a Ridleys Family Market, Located at 3037 CY Ave.

Meeting Type & Date

Regular Council Meeting
October 1, 2019

Action type

Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish October 15, 2019 as the public hearing date for a transfer of location for Retail liquor license No. 19, Ridley's Family Market, Inc, d/b/a Ridley's Family Market, located at 1375 CY Ave, to Ridley's Family market, Inc, d/b/a Ridley's Family Market, located at 3037 CY Ave.

Summary

An application has been received requesting a transfer of location for Retail liquor license No. 19, Ridley's Family Market, Inc, d/b/a Ridley's Family Market, located at 1375 CY Ave, to Ridley's Family Market, Inc, d/b/a Ridley's Family Market, located at 3037 CY Ave.

The building Ridley's is moving to is the building that was previously Blockbuster Videos. If this transfer is approved they will open immediately.

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

September 25, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: John Henley, City Attorney 
Fleur Tremel, Assistant to the City Manager/City Clerk
Carla Mills-Laatsch, Licensing Specialist
SUBJECT: Revised Parade Ordinance

Meeting Type & Date

Regular Session
October 1, 2019

Action Type

Public Hearing and 1st Reading of Revisions to Article I Chapter 10.72 – Parades of the Casper Municipal Code

Recommendation

That Council review the proposed Ordinance revisions (greatest changes 10.72.020A, 10.72.030, 10.72.050, 10.72.070) and the most recent proposed Special Events Planning Guide and Policy revisions and determine if the revised Parade Ordinance should move forward.

Summary

Council passed Resolution 18-259 and the Special Event Guide in December of 2018 and set application fees. Staff has made several proposed revisions to the Event Policy Guide. Some of these were for clarity, but most were to simplify the process. Additionally, staff changed the classifications of event on the event impact chart, as Staff believes this will alleviate the burden on smaller events to apply for a Special Event Permit.

Following the September 10, 2019 Work Session, the timelines in the Ordinance were removed and placed into the Special Event Planning Guide and Policy.

In addition, the questions and concerns expressed by some Council members about constraints on speech-whether it be for protest or religious speech, led to some other inserted changes for your review. In the Special Events Guide, there are now provisions for indigent considerations.

In the Ordinance, itself, under 10.72.020 A, there is a provision for an "unpermitted pedestrian parade" which will be allowed upon notice to the Casper Police Department, in either the Conwell Park or City Park, between the hours of 7 AM to 7 PM, if no other organized event is present or has previously reserved the use of the park.

Thus, a demonstration or protest or worship service could go to a usual public gathering place without the need for a parade permit. This would permit a gathering of people in the event of a

national disaster-for some type of remembrance or memorial service, or upon some contemporary event which motivated people to show their solidarity with a particular group or idea or show their solidarity against a particular group or idea, or to have an ad hoc prayer service or other gathering.

The restriction is that of limited hours and also that it be a pedestrian parade.

In the Special Events Planning Guide and Policy is also a provision for a parade permit to be issued expeditiously, in the event of a contemporary event, should the group desiring to march or worship or protest seek a different location than one of the two larger parks in Casper, for its gathering/parade.

Finally, the special Event Planning Guide and Policy also provides for fees, insurance and cost waivers, due to indigence. Of course, an appeal to Council is still permitted (17.72.080).

Financial Considerations

There will be a minimal loss of revenue from the reduction of fees.

Oversight/Project Responsibility

John Henley, City Attorney

Fleur Tremel, Assistant to the City Manager/City Clerk

Carla Mills-Laatsch, Licensing Specialist

Attachments

Revised Parade Ordinance

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ORDINANCE NO. 24-19 AMENDED

AN ORDINANCE AMENDING ARTICLE I – PARADES –
SECTIONS 10.72.010-10.72.140

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

That Article I – Parades – Sections 10.72.010-10.72.140 of the Casper Municipal
Code is hereby amended to read as follows:

Article I. – Parades

10.72.010 – Definitions.

For the purposes of this article, the following words and phrases shall have the meanings
respectively ascribed to them by this section:

- A. “Chief of police” means the chief of police of the city or the chief’s designee.
- B. “Parade” means any parade, march, ceremony, show, exhibition, pageant or procession of any kind, or any similar display, in or upon any street, park or other public place in the city.
- C. “Parade permit” means a permit as required by this article.
- D. “Business days” are Mondays through Fridays which are not official Holidays recognized by the State of Wyoming for purposes of closing State offices.

(Prior code § 24-124)

10.72.020 – Permit – Required when.

- A. No person shall engage in, participate in, aid, form or start any parade, unless a parade permit shall have been obtained from the chief of police, except:
 - 1. “An unpermitted pedestrian parade” is allowed upon notice to the Casper Police Department in Conwell Park or City Park, between the hours of 7:00 a.m. to 7:00 p.m., if no other organized event is present or has previously scheduled the park for the same date and time;
 - 2. A pedestrian march or gathering to exercise the constitutional rights of free speech or religion is allowed on the sidewalks adjacent to government office buildings or schools between the hours of 7:00 a.m. to 7:00 p.m., so long as other pedestrian traffic and ingress to

47 and egress from the government buildings or schools are not
48 impeded;

49
50 3. Funeral processions;

51
52 4. Students going to and from school classes or participating in
53 educational activities; provided, that such conduct is under the
54 immediate direction and supervision of the proper school
55 authorities.

56
57 5. A governmental agency acting within the scope of its functions.
58

59 (Prior code § 24-126)

60
61 10.72.030 – Permit – Application – Filing period.

62
63 A. A person seeking issuance of a parade permit shall file an application pursuant to
64 the Special Events Planning Guide and Police of the City of Casper.

65
66 B. An application for a parade permit shall be filed pursuant to Casper’s Special
67 Events Planning Guide and Policy.

68
69 C. The application for a parade permit shall set forth the following information:

70 1. The name, address and telephone number of the person seeking to conduct
71 such parade;

72
73 2. If the parade is proposed to be conducted for, on behalf of, or by an
74 organization, the name, address and telephone number of the headquarters
75 of the organization and of the authorized and responsible heads of such
76 organization;

77
78 3. The name, address and telephone number of the person who will be the
79 parade chairman and who will be responsible for its conduct;

80
81 4. The date when the parade is to be conducted;

82
83 5. The route to be traveled, the starting point and the termination point;

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85 6. The approximate number of persons who, and animals and vehicles which,
86 will constitute such parade, the type of animals and description of the
87 vehicles;

88
89 7. The hours when such parade will start and terminate;

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91 8. A statement as to whether the parade will occupy all or only a portion of the
92 width of the streets proposed to be traversed;

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9. The location by streets of any assembly areas for such parade;
 10. The time at which units of the parade will begin to assemble at any such assembly area or areas;
 11. The interval of space to be maintained between units of such parade;
 12. If the parade is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the chief of police a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his behalf;
 13. Any additional information which the chief of police shall find reasonably necessary to a fair determination as to whether a permit should issue.
- D. The chief of police, where good cause is shown therefor, shall have the authority to consider any application hereunder which is filed less than the minimum number of days before the date such parade is proposed to be conducted, pursuant to the City of Casper's Special Events Planning Guide and Policy.
- E. There shall be no fee for the issuance of parade permit, but the fees and charges to help pay for staff time and overtime and the requirements for insurance, as set forth in Casper's Special Event Planning Guide and Policy shall be collected and obtained as required therein.

(Prior code § 24-127)

10.72.040 – Permit – Contents.

Each parade permit shall state the following information:

- A. Starting time;
- B. Minimum speed;
- C. Maximum speed;
- D. Maximum interval of space to be maintained between the units of the parade;
- E. The portions of the streets to be traversed that may be occupied by the parade;
- F. The maximum length of the parade in miles or fractions thereof;

139
140 G. Such other information as the chief of police shall find necessary to the
141 enforcement of this article.

142
143 (Prior code § 24-133)
144

145 10.72.050 – Permit – Conditions for issuance.

146
147 I. The chief of police shall issue a permit as provided for under this article when, from a
148 consideration of the application and from such other information as may otherwise be
149 obtained, if the Chief finds that:

- 150
151 A. The conduct of the parade will not substantially interrupt the safe and orderly
152 movement of other traffic contiguous to its route; and
153
154 B. The conduct of the parade will not require the diversion of so great a number of
155 police officers of the city to properly police the line of movement and the areas
156 contiguous thereto as to prevent normal police protection to the city; and
157
158 C. The conduct of such parade will not require the diversion of so great a number of
159 ambulances to prevent normal ambulance service to portions of the city other than
160 that to be occupied by the proposed line of march and areas contiguous thereto; and
161
162 D. The concentration of persons, animals and vehicles at assembly points of the parade
163 will not unduly interfere with proper fire and police protection of, or ambulance
164 service to, areas contiguous to such assembly areas; and
165
166 E. The conduct of such parade will not interfere with the movement of fire-fighting
167 equipment in route to a fire; and
168
169 F. The conduct of the parade is not reasonably likely to cause a clear and present
170 danger of injury to persons and property; and
171
172 G. The parade is scheduled to move from its point or origin to its point of termination
173 expeditiously and without unreasonable delays in route; and
174
175 H. The parade is not to be held for the sole purpose of advertising any product, goods
176 or event, and is not designed to beheld purely for private profit.

177
178 II. The chief of police shall decline to issue a permit as provided for under this article when,
179 from a consideration of the application and from such other information as may otherwise
180 be obtained, if the Chief finds:

181

- 182
183 A. The application for permit (including any required attachments and submissions) is
184 not fully completed, executed, and any fees or insurance are not paid or obtained;
185 or
186
187 B. The application for permit contains a material falsehood or misrepresentation; or
188
189 C. The applicant is legally incompetent to contract or to sue and be sued; or
190
191 D. The applicant or the person on whose behalf the application for permit was made
192 has on prior occasions damaged City's or private property and has not paid in full
193 for such damage, or has other outstanding and unpaid debts to the City; or
194
195 E. The use or activity intended by the applicant would conflict with previously
196 planned programs organized or authorized by the City and previously scheduled for
197 the same time and place; or
198
199 F. The use or activity intended by the applicant would present an unreasonable danger
200 to the health or safety of the applicant, or other users of the City property, City
201 employees or of the public.
202

203 (Prior code § 24-128)

204
205 10.72.060 – Permit – Notice to city and other officials.
206

207 Immediately upon the issuance of a parade permit, the chief of police shall send a copy
208 thereof to the following:
209

- 210 A. City manager;
211
212 B. Fire chief;
213
214 C. Director of the department or public works;
215
216 D. City clerk.
217

218 (Prior code § 24-132)

219
220 10.72.070 – Permit
221

222 The chief of police shall act upon the application for a parade permit pursuant to the time
223 requirement established in the Special Events Planning Guide and Policy.
224

225 (Prior code § 24-129)
226

227
228 10.72.080 – Permit – Appeal procedure.

229
230 Any person aggrieved shall have the right to appeal the denial of a parade permit to the city
231 council. The appeal shall be taken within three business days after the e-mailed notice of
232 disapproval. The appeal must state the grounds therefore and the relief requested and must be e-
233 mailed to the Chief of Police, the City Manager, the City Attorney and hand-delivered to the City
234 Clerk. The city council shall act upon the appeal at the next scheduled regular work session
235 meeting occurring no less than three business days after the City Clerk’s receipt of the appeal.

236
237 (Prior code § 24-130)

238
239 10.72.090 – Alternative permit procedure.

240
241 The chief of police, in denying an application or a parade permit, shall be empowered to
242 authorize the conduct of the parade on a date, at a time or over a route different from what named
243 by the applicant. An applicant desiring to accept an alternate permit shall, within two days after
244 notice of the action of the chief of police, file a written notice of acceptance with the chief of
245 police. An alternate parade permit shall conform to the requirements of, and shall have the effect
246 of, a parade permit under this article.

247
248 (Prior code § 24-131)

249
250 10.72.100 – Permit – Compliance with regulations – Possession during parade.

251
252 A. A permittee under this article shall comply with all permit directions and conditions
253 and with all applicable laws, the current Special Event Planning Guide and Policy
254 conditions, and ordinances.

255
256 B. The parade chairman or other person heading or leading such activity shall carry
257 the parade permit upon his person during the conduct of the parade.

258
259 (Prior code § 24-134)

260
261 10.72.110 – Permit – Revocation conditions.

262
263 The chief of police shall have the authority to revoke a parade permit issued under this
264 article upon violation of the standards for issuance as set forth in this article or for violation of the
265 conditions as set forth pursuant to the Special Event Planning Guide or Policy.

266
267 (Prior code § 24-135)

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10.72.120 – Parking restrictions on parade route – Signs.

The chief of police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade. The chief of police shall post signs to such effect, and it shall be unlawful for a person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this article.

(Prior code § 24-125(c))

10.72.130 – Driving through parades prohibited.

No driver of a motorized or pedaled vehicle, shall drive between the vehicles or animals or persons in a parade when such vehicles, animals or persons are in motion and are within a conspicuously designated parade.

(Prior code § 24-125(b))

10.72.140 – Obstruction and interference prohibited.

No person shall unreasonably hamper, obstruct or impede, or interfere with any parade or a parade assembly or with any person, vehicle of animal participating or used in a parade.

(Prior code § 24-125(a))

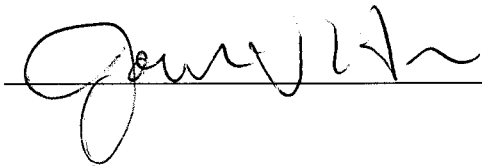
PASSED on 1st reading the ____ day of _____, 2019

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

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

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APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

September 27, 2019

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

FROM: Liz Becher, Community Development Director *LB*
Craig Collins, AICP, City Planner

SUBJECT: Consideration of a Resolution Rescinding Resolution Number 17-207, and Adopting Revised Historic Preservation Program Rules and Regulations.

Meeting Type & Date:
Regular Council Meeting

Action Type:
Resolution.

Recommendation:
Staff recommends that the City Council approve a Resolution rescinding Resolution number 17-207, and adopting revised Historic Preservation Program Rules and Regulations.

Summary:
Earlier this year the City Council was approached by members of the Casper Historic Preservation Commission who requested that the Council consider revising the Rules and Regulations for the Commission, as they relate to a limitation on the number of terms that volunteers are allowed to serve. The members of the Commission felt that finding good volunteers to serve on the Commission is difficult, and that continuity and “institutional knowledge” would suffer by having excessive turnover. Case in point, at the end of 2019, six (6) out of the eleven (11) current members of the Commission are scheduled to turn over because they will have served their maximum of two (2) terms.

In reviewing Section 2.40.070 of the Casper Municipal Code, it was discovered that although the Code specifies that the term for volunteers on the Historic Preservation Commission is for three (3) years, it does not provide a limitation on the number of terms that may be served. The limitation on terms is only found in the Rules and Regulations, adopted separately, by Resolution number 17-207. Staff proposes removing the limitation on the number of terms that volunteers may serve, and making the Rules and Regulations consistent with City Code.

Financial Considerations:
Not applicable.

Oversight/Project Responsibility:
Community Development Department

Attachments:
Resolution

RESOLUTION NO. 19-196

A RESOLUTION RESCINDING RESOLUTION NUMBER 17-207, AND ADOPTING REVISED HISTORIC PRESERVATION PROGRAM RULES AND REGULATIONS FOR THE CITY OF CASPER, WYOMING

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

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

WHEREAS, in November of 2017 the City Council rescinded previous resolutions, and adopted new Historic Preservation Program Rules and Regulations via Resolution Number 17-207; and,

WHEREAS, Section 2 of the adopted Rules and Regulations limits membership on the Historic Preservation Commission to no more than two (2) consecutive three (3) year terms; and,

WHEREAS, the City Council greatly appreciates the contribution of the Historic Preservation Commission volunteers, and desires to remove the limitation on the number of terms that may be served, which is consistent with Section 2.40.070 of the Casper Municipal Code, which does not provide for a limitation on the number of terms that may be served; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Resolution Number 17-207 is hereby rescinded, and the City of Casper Historic Preservation Program Rules and Regulations (Revised 2019) are hereby adopted to read as follows:

Section 1. Title.

These revised rules and regulations for the Historic Preservation Program for the City of Casper, Wyoming, for the implementation of Ordinance No. 66-87, are entitled City of Casper Historic Preservation Program Rules and Regulations (Revised 2019).

Section 2. Commission Members.

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

2.4 Any member may be removed at the sole discretion of a majority of a then full City Council.

Section 3. Ethics and Conflict of Interest.

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

Section 4. Meetings.

The Commission shall meet a minimum of six (6) times per year at a date, time and place established by the Chairman or a majority of the Commission for the purpose of carrying out the functioning of the Commission. All meetings of the Commission shall be open to the public. To transact any official business, a quorum must be present. A quorum is a simple majority of the total current membership of the Commission.

Section 5. Officers.

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

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

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

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

5.5 Each elected officer shall serve for one year, or until his or her successor takes office.

Section 6. Minutes.

Minutes of the records of the proceedings of the Commission shall be available to the Casper City Council, as well as submitted for permanent record keeping to the Records Management office at city hall. The Commission shall monitor, or report to the State Historic Preservation Officer, any activity affecting significant property with its jurisdiction.

Section 7. Annual Report.

An annual report of the activities of the Commission shall be submitted to the Casper City Council and the State Historic Preservation Officer.

Such report shall include, but is not limited to, items such as the number and type of cases reviewed, review decisions, proposed nominations, updated resumes of Commission members, appointees to

the Commission, meeting attendance records, progress reports on survey activities, and National Register nominations received.

Section 8. Education/Training.

Each Commission member is ~~required~~ ENCOURAGED to attend at least one (1) informal or educational meeting per year, as sponsored by the State Historic Preservation Officer, Certified Local Government or other qualified organization that pertains to the work and function of the Commission for historic preservation. The State Historic Preservation Officer will provide information to all Historic Preservation Commissions.

Section 9. Funding.

The Commission shall have the right to receive and spend funds legally received from any and every source, both in and out of the State of Wyoming, for the purpose of carrying out the provisions of these rules and regulations.

Section 10. Petitions for Local Designation/Listings.

A landowner, or other interested party, may submit a recommendation to the Commission for consideration of local listings. The Commission must diligently process any petition.

Section 11. Notification of Certification.

Notice of proposed designations shall be sent by regular mail to the owner of property, as identified by the latest tax record on file in the Natrona County Assessor's Office, proposed for designation, describing the property proposed and announcing a public hearing by the Commission to consider said designation.

Section 12. Notification of Property Owners for Public Hearing.

The Commission shall attempt to notify owners of property which are proposed for designation. The City shall advertise the Public Hearing once in a daily newspaper, at least fifteen (15) days prior to public hearing.

12.1 At the public hearing:

- A. The Commission may solicit expert testimony regarding historical, architectural, cultural, or archeological importance of the site, building, structure, district, or facility under consideration for designation.
- B. The Commission may present testimony or documentary evidence of its own to establish a record regarding historical, architectural, cultural, or archeological importance of the proposed designation.
- C. The Commission shall afford to the owner of said property reasonable opportunity to present testimony or documentary evidence regarding the importance of the proposed designation.
- D. The Owner of the property proposed for designation shall be afforded the right to representation by counsel.

- E. In his/her interest, the party may present testimony or documentary evidence regarding the proposed designation at the public hearing.
- F. The Commission, after holding a public hearing, must submit its decision the City Council within thirty (30) days of the public hearing. The City Council will act upon the recommendation of the Commission within sixty (60) days. The decision may be appealed by either party to the local District Court.

Section 13. Owners Notified of Designation.

Owners must be notified of the designation decision within fourteen (14) days after the Commission meeting. The State Historic Preservation Officer and other agencies, as appropriate, shall be notified of designation by the commission within thirty (30) days of the date of which the Casper City Council ratified designation of the site, building, structure, district, or facility as worthy of preservation. The Commission shall cause to be filed, with the appropriate legal entity, a certificate of notification that such property is designated, and such certificate of notification shall be maintained in the office of the City Planner until such time as the designation may be withdrawn by the Commission.

Section 14. Rescind Designation of Site.

The Commission may recommend to the Council that the Council rescind the designation of any site, building, structure, district, or facility if, due to professional error, the property was incorrectly designated. The Commission shall follow the public notification procedures as specified above to rescind the previous designation.

Section 15. Participation in the National Register Process.

The Commission shall review each pending National Register Nomination that lies within the corporate limits of the City of Casper.

The Commission will comply with *The Certified Local Government Handbook* as written by the State Historic Preservation Officer and officially approved by the Department of Interior.

BE IT FURTHER RESOLVED: That upon passage and execution of this resolution in accordance with law, this resolution shall be filed with the office of the Natrona County Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

ORDINANCE NO.27-19

AN ORDINANCE APPROVING A VACATION, REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE CREATING THE JOHNNY J'S ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to vacate and replat Lots 1, 2, 3 and the north 20 feet of Lot 4, Block 95, Butler's Addition, to create the Johnny J's Addition Subdivision of the City of Casper, Wyoming; and,

WHEREAS, an application has been made to rezone the Johnny J's Addition from zoning classifications C-2 (General Business) and R-3 (One to Four Unit Residential), to entirely C-2 (General Business); and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the vacation and 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, zone change and subdivision agreement should be approved.

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

SECTION 1:

That the above-described vacation and replat creating the Johnny J's Addition is hereby approved.

SECTION 2:

The zone change of the Johnny J's Addition is hereby approved, and said property shall be zoned C-2 (General Business).

The Johnny J's Subdivision Agreement is hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said document.

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 3rd day of September, 2019.

PASSED on 2nd reading the 17th day of September, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2019.

APPROVED AS TO FORM:

Wallace Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

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ORDINANCE NO. 28-19

AN ORDINANCE AMENDING CHAPTER 12.32
OF THE CASPER MUNICIPAL CODE

WHEREAS, the Casper Municipal Code provisions addressing trees and shrubs promotes the public's health and safety, the tree and landscaping companies' employees' health and safety as well as consumers' community's health and safety; and

WHEREAS, authority is granted to cities and towns by W.S. 15-1-103(a) (iv), (xiii) and (xli) to adopt ordinances and regulations for the health, welfare and safety of the city and to license and regulate business activities within the City for the health, safety and welfare of its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 12.32 of the Casper Municipal Code, and the Code Sections therein are hereby amended:

Chapter 12.32 - TREES AND SHRUBS

Sections:

12.32.010 - Purpose – Authority.

A. This Chapter addresses the care of trees and shrubs. The City recognizes the substantial economic, environmental, aesthetic and public health benefits of healthy trees and shrubs within the community. It is the policy of the City to protect and enhance the community's trees and shrubs. The purpose of this Chapter is to promote and protect the public safety and general welfare by providing regulation, and to establish policies regarding the planting, maintaining and removal of trees through recommended and accepted horticultural and arboricultural practices, and to establish and enforce professional standards for commercial arborists, pertaining to operating a tree maintenance business and/or a landscaping business with a tree maintenance component.

B. Authority is granted to cities and towns by Wyo. Stat. Section 15-1-103(a) (iv), (xiii) and (xli) to adopt ordinances and regulations for the health, welfare and safety of the city and to license and regulate business activities within the City for the health, safety and welfare of its citizens.

C. The requirements of this Chapter will not be deemed to impose any liability for damages or duty of care and maintenance upon the City or any of its officers, agents or employees.

(Ord. 29-83 (part), 1983: prior code § 38-1)

12.32.020 - Definitions.

1 The following definitions shall apply in the interpretation and enforcement of this Chapter:

2 As used in this Chapter:

- 3 A. "Aerial Operation" shall mean any tree trimming or pruning operation which is being
4 performed on tree branches 12 feet above the ground or greater, measured from the
5 ground where it intersects with the tree trunk, to the branch where it intersects with the
6 tree trunk, and all tree felling operations.
7
- 8 B. "City property" shall mean and include all real property owned by and leased to the
9 City of Casper, not including dedicated right-of-way, dedicated parks and developed
10 parks and public spaces.
11
- 12 C. "Commercial arborist" means any person, firm or corporation engaged in the business
13 of cutting, trimming, pruning, spraying, injecting chemicals, or removing trees or shrubs
14 for compensation.
15
- 16 D. "Maintenance" shall mean any and all work performed on trees including, but not
17 limited to, planting, watering, pruning, removing, stump grinding, treating for insects or
18 diseases, protecting and enhancing soils, and preserving and protecting trees during
19 construction.
20
- 21 E. "Noxious tree" means a tree that is designated a "designated noxious weed" by the
22 Wyoming Weed and Pest Control Act, Wyoming Statute § 11-5-101, et seq.
23
- 24 F. "Private property" means all land and improvements, including fixtures and a
25 appurtenances, located within the property lines of a property.
26
- 27 G. "Property owners" shall mean any person or entity having a legal interest in real
28 property and its fixtures and appurtenances.
29
- 30 H. "Responsible party" shall mean the property owner or an entity or person who, acting as
31 an agent for or in any other legal capacity on behalf of the owner, has authority over
32 property subject to this chapter or who is responsible for the maintenance or
33 management of said property.
34
- 35 I. "Tree" or "trees" shall mean any perennial woody plant, usually, but not necessarily,
36 single stem and long-lived with a height greater than overall spread.

37 (Ord. 11-97 § 1 (part), 1997: Ord. 29-83 (part), 1983: prior code § 38-2)

38 12.32.030 – Guidelines and Authority.

39 For the purpose of this chapter, the Parks Division of the Parks and Recreation Department
40 is charged with the duties and responsibilities of implementing the annual City tree plan.

41 (Ord. 29-83 (part), 1983: prior code § 38-3)

1 (Ord. No. 31-10, § 1, 12-21-2010)

2 12.32.040 - Powers and duties—City tree plan.

3 It shall be the responsibility of the Director of the Parks and Recreation Department, or the
4 Director's authorized agent, to develop, write and implement an annual, community tree and
5 shrub work plan.

6 (Ord. 29-83 (part), 1983: prior code § 38-4)

7 (Ord. No. 31-10, § 2, 12-21-2010)

8 12.32.050 - Enforcement—City Manager authority.

9 The City Manager or the Manager's duly authorized agent shall have full power, authority,
10 jurisdiction and control of planting, locating and replacing all trees on public streets and other
11 areas of public property, and shall likewise have supervision, direction and control of the care,
12 trimming and removal thereof, as well as the enforcement duties with respect to the obligations
13 imposed by this chapter.

14 (Ord. 29-83 (part), 1983: prior code § 38-5)

15 12.32.060 - Care of public trees—City authority.

16 The City shall have the right to plant, trim, spray, preserve and remove trees, plants and
17 shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may
18 be necessary to insure safety when servicing City utilities, or to preserve the symmetry and
19 beauty of such public grounds. The City may remove, or cause to be removed, any tree or part
20 thereof which is in an unsafe condition, or which, by reason of its nature, is injurious to sewers,
21 electric power lines, gas lines, water lines or other public improvements, or is affected with any
22 injurious fungus, insect or other pest.

23 (Ord. 29-83 (part), 1983: prior code § 38-8)

24 12.32.070 - Planting—Location and spacing.

25 A. Trees shall not be planted closer than two (2) feet to any curb or sidewalk.

26 B. No tree or shrub shall be planted closer than ten feet to any fireplug or utility pole.

27 C. Trees and shrubs planted near intersections shall be no closer to that intersection than as
28 provided in Sections 12.24.040 and 12.24.050 of this code.

29 D. No trees shall be planted under or within ten lateral feet of any overhead utility wire or
30 within five lateral feet of any underground water line, sewer line, transmission line, or
31 other utility.

32 E. No trees of the genus populus shall be planted within fifty feet of any underground water
33 line or sewer line.

1 F. Variances to location and spacing and species restrictions may be granted under special
2 circumstances, such as public beautification projects, wherein special consideration can
3 be made to accommodate the desired beautification and appearance. Such variances shall be
4 granted by the city manager or his/her designee upon review of submitted plans and
5 specifications. Existing trees and shrubs are specifically "grandfathered."

6 (Ord. 7-99 § 1, 1999; Ord. 29-83 (part), 1983: prior code § 38-7)

7 12.32.075 - Commercial arborist—License and insurance requirements—Suspension and
8 revocation—Appeal procedures.

9 A. All commercial arborists shall be licensed and insured. Any appropriate fees that may be
10 assessed for licensing shall be established by resolution.

11 B. Before a commercial arborist license will be granted, the applicant shall:

12 1. Successfully complete yearly, with a satisfactory score, a competency test
13 administered by the Wyoming Extension Office. Within three years of obtaining a
14 commercial arborist license from the City, each commercial arborist shall secure
15 certification from the International Society of Arboriculture as an ISA Certified
16 Arborist. Proof of such certification shall be filed with the City Clerk's Office.
17 Securing certification from the International Society of Arboriculture as an ISA
18 Certified Arborist, replaces the requirement for a yearly competency test administered
19 by the Wyoming Extension Office.

20
21 2. Prior to an arborist license being issued, applicants must file with the office of the
22 City Clerk proof of commercial general liability insurance coverage for the business of
23 the employer of the arborist or the business of the arborist, from a carrier authorized to
24 do business within the State of Wyoming in the following amounts: Commercial
25 general liability insurance coverage must be in the minimum amount of One Million
26 Dollars (\$1,000,000.00) per occurrence with a minimum general aggregate amount of
27 Two Million Dollars (\$2,000,000.00). The coverage document must list the City of
28 Casper, office of the City Clerk, as a certificate holder and contain a statement
29 indicating that any notice of cancellation issued to the applicant must also be provided
30 in writing to the City Clerk within thirty (30) days of effectiveness and Workers'
31 Compensation coverage as mandated by the Statutes of the State of Wyoming.
32

33 C. Failure of a commercial arborist to comply with the conditions set forth in this section shall
34 result in the City Clerk's revocation of such license. In the event of such revocation, except
35 and unless such license has been caused to be revoked by termination of insurance, the City
36 Council shall have the authority to overrule or otherwise modify the revocation of the City
37 Clerk with regard to license revocation. If an appeal of the City Clerk's decision is desired,
38 the appeal shall be filed with the Clerk with a copy to the City Attorney within ten (10)
39 calendar days from the date of the City Clerk's revocation of the arborist license. A hearing
40 by the City Council on an appeal shall be held within fifteen (15) days from the date the
41 appeal is filed with the City Clerk.

1 (Ord. 11-97 § 1 (part), 1997)

2 12.32.080 - Permit—Required when—Application.

- 3 A. It is unlawful for any person, firm, partnership or corporation to prune, trim, plant, remove
4 or replace any tree or shrub on public property, or within the public right-of-way, without
5 first having obtained a permit for such activity from the City Director of the City Parks and
6 Recreation or the Director’s designee.
- 7 B. Such permits shall be requested by written application, which shall specifically describe the
8 work to be done and the location thereof. Any permit issued pursuant to an application
9 previously submitted shall expire within sixty (60) days from the date of its issuance, or
10 within such shorter time as may be set forth within the permit. No charge shall be made for
11 any permit, or for the processing of any application requesting a permit pursuant to the terms
12 of this Chapter. Any work done without a permit required by this Section may result in a
13 criminal misdemeanor charge and may be punishable by a fine of up to \$750.00.
- 14 C. Such permit may direct the specific manner in which the trimming and cutting is to be
15 done. It shall be the responsibility of the Director or designee to establish reasonable
16 standards for these permits.
- 17 D. In the event a permit is denied, the basis for denial shall be given to the applicant, who shall
18 have the right to appeal the denial to the City Council. A written notice of appeal must be
19 filed with the City Clerk with a copy to the City Attorney within five (5) days of the denial.
20 Upon the receipt of a notice of appeal, the City Council shall hear and decide the appeal at
21 the next regular scheduled meeting occurring no less than three (3) days from when the
22 notice of appeal is filed with the Clerk.
- 23 E. No trees or shrubs shall be planted in or removed from any public street, public parking
24 strip or other public property within the City without the prior acquisition of a written permit
25 therefor from the Director of the Parks and Recreation Department. A violation of this
26 subparagraph may result in a criminal misdemeanor charge and may be punishable by a fine
27 of up to \$750.00.

28 (Ord. 2-85 § 1 (part), 1985; Ord. 29-83 (part), 1983; prior code § 38-10 (A) (part), (1))

29 (Ord. No. 31-10, § 3, 12-21-2010)

30 12.32.090 – Licensed Arborist responsibility

- 31 A. Arborist will be responsible for work activities performed by them or supervised by them in
32 conformance with all applicable city code provisions, and applicable Wyoming law.
- 33 B. The following provisions apply to licensee operations:
- 34 1. An ISA Certified Arborist must be on location at the job site at all times during an
35 aerial operation.
- 36
- 37 2. Safety measures and equipment must be utilized at all times to protect workers and the
38 public;

- 1 3. Adherence to notices or orders issued from the Director of the Parks and Recreation
2 Department or the Director's designee pertaining to work activities and operations; and
3 the
- 4 4. Maintenance of current physical and mailing and emailing address information, as well
5 as text information at the Office of the City Clerk for use in providing any written or
6 personal notification necessary from the Director.
- 7 5. A violation of Paragraphs 1-3 of this Section shall be punishable by a criminal
8 misdemeanor fine of up to \$750.00.

9

10 12.32.100 - Permit—Traffic control measures.

11 It shall be a condition of the permit required in Section 12.32.080 of this Chapter that the
12 permittee take appropriate measures to assure that, during the performance of the work, traffic
13 conditions shall be maintained as nearly normal as practicable, at all times. The permittee shall
14 route and control traffic, including his own vehicles, as required by the City Manual of
15 Specifications and Procedures for the use of traffic-control devices in construction and
16 maintenance areas, and other applicable City Ordinances.

17 (Ord. 2-85 § 1 (part), 1985: Ord. 29-83 (part), 1983: prior code § 38-10 (C))

18 12.32.110 - Permit—Not required for work by property owner.

19 A property owner or a member of his immediate family who trims or prunes any tree or
20 shrub within the public street which abuts his property shall not be required to obtain a permit as
21 set forth in Section 12.32.080 of this Chapter.

22 (Ord. 2-85 § 1 (part), 1985: Ord. 29-83 (part), 1983: prior code § 38-10 (B))

23 12.32.120 - Protection of trees during excavations.

24 In making excavations in street or other City property, care shall be taken to avoid injury to
25 the roots of any tree or shrub, wherever possible.

26 (Ord. 29-83 (part), 1983: prior code § 38-14)

27 12.32.130 - Attaching signs or notices prohibited.

28 It is unlawful to attach any sign, advertisement or notice to any tree or shrub on City
29 property or parkway.

30 (Ord. 29-83 (part), 1983: prior code § 38-12)

31 12.32.140 - Attaching wires or ropes prohibited.

- 1 A. It is unlawful to attach any wire or rope to any tree or shrub in any public street, parkway or
2 other City property without the permission of the City Manager or his duly authorized
3 representative.
- 4 B. Any person or company which maintains poles and wires in the streets, alleys or other City
5 property shall, in the absence of provision in the franchise concerning the subject, keep such
6 wires and poles free from and away from any trees and shrubs in such places as far as may
7 be possible, and keep all such trees and shrubs near wires and poles properly trimmed,
8 subject to the supervision of the City Manager or his duly authorized representative, so that
9 no injury shall be done either to the poles or wires or to the shrubs and trees by their contact.

10 (Ord. 29-83 (part), 1983: prior code § 38-13)

11 12.32.150 - Injuring trees or shrubs prohibited.

12 It is unlawful to purposely injure any tree or shrub planted or growing on City property or
13 parkway.

14 (Ord. 29-83 (part), 1983: prior code § 38-11)

15 12.32.160 - Prohibited species of trees and shrubs.

16 It is unlawful to plant or cause to be planted on public places, any of the following:

- 17 A. Any cotton-bearing cottonwood trees; except within forty (40) feet of the North Platte
18 River bank.
- 19 B. Any female box elder tree (*acer negundo*);
- 20 C. Any willows with a maximum height of ten (10) or more feet (*genus salix*), except
21 within forty (40) feet of the North Platte River bank.
- 22 D. Any State of Wyoming designated weeds (Wyoming Statute 11-5-102) which include
23 Russian olives and tamarisk.

24 (Ord. 7-99 § 2, 1999; Ord. 29-83 (part), 1983: prior code § 38-6)

25 12.32.170 - Dangerous trees deemed nuisance when—Remedies.

- 26 A. Any tree growing over a public alley, street or highway, or so located as to extend its
27 branches over a public alley, street or highway, shall be trimmed by the owner of the
28 property on which the tree stands, or his duly authorized agent, so that there shall be a clear
29 height of fifteen (15) feet above the surface of the street, alley or highway, and eight (8) feet
30 above the surface of sidewalks unobstructed by the branches, or so that the tree does not
31 obstruct the light from any streetlight or the view of any intersection. Additionally, such
32 owner or agent shall remove all dead branches and stubs on any tree or trees which have
33 become likely to fall on or across the public highways, streets or alleys of the City.
- 34 B. For purposes of maintaining visibility for traffic at intersections, existing hedges, shrubs or
35 other plant material within ten (10) feet from the face of the curb on a corner lot shall be

1 trimmed and maintained so as not to stand more than thirty-six (36) inches above the level
2 of the sidewalk. On corners where existing embankments, retaining walls or other objects
3 are placed, no plant material shall be planted unless a permit has previously been obtained
4 from the City Manager.

- 5 C. If vegetation, on private property, in any way other than as stipulated in this section causes
6 a hindrance to the general public, or in any way endangers the security and usefulness of any
7 public street, highway, alley, sewer or sidewalk, as determined, following an inspection, the
8 same is declared to be a public nuisance. The City Manager or his authorized agent shall
9 issue the property owner or his agent a written notice requiring the owner or agent to correct
10 or remove the nuisance within fifteen (15) days. If the owner or agent does not correct the
11 nuisance within the time specified, the city manager or his authorized agent shall cause the
12 same to be corrected or removed. In the event the city corrects or removes the tree, then all
13 costs thereof, including, but not limited to: cost of any contractors and administration; costs
14 and fees as established by the City Council; all collection fees, expenses, costs and
15 reasonable attorney's fees incurred by the City, shall be due and owing from the property
16 owner to the City. Such costs, expenses and fees may be collected in any manner prescribed
17 by law.

18 (Ord. 27-05 § 3, 2005; Ord. 18-99 § 1, 1999; Ord. 29-83 (part), 1983: prior code § 38-9)

19 12.32.180 - Interfering with city activities—Public hearings.

20 No person shall prevent, delay or interfere with the director of the public services
21 department, or any of his duly authorized agents or assistants in the execution or enforcement of
22 this chapter; provided, however, nothing contained in this chapter shall be construed as an
23 attempt to prohibit a public hearing, or to prohibit any legal or equitable remedy in any court of
24 competent jurisdiction for the protection of property rights by the owner of property within the
25 city.

26 (Ord. 29-83 (part), 1983: prior code § 38-15)

27 (Ord. No. 31-10, § 3, 12-21-2010)

12.32.190 - Violation—Penalty.

Any person violating any provision of this Chapter shall be guilty of a misdemeanor, the
penalty for which shall be that set forth in Chapter 1.28 of this code.

(Ord. 29-83 (part), 1983: prior code § 38-16)

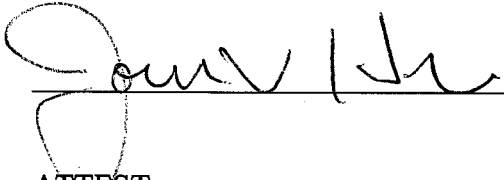
This Ordinance shall be effective twenty-one days, 2019.

PASSED on 1st reading the 17th day of September, 2019

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

ORDINANCE NO. 29-19

AN ORDINANCE AMENDING CASPER MUNICIPAL
CODE TO ESTABLISH A CODE OF ETHICS

WHEREAS, the members of the Casper City Council desire to conduct their business in a manner that is legally and ethically beyond reproach;

WHEREAS, the Casper City Council pursuant to Wyoming Statute § 15-1-103(a)(v) and (a) (xxxvii), is authorized to investigate “for cause” allegations, and potentially remove a person from office for “incompetency, neglect of duty or otherwise for cause,” provided an opportunity for hearing is established by ordinance - currently Code 2.64.

WHEREAS, the Casper City Council has determined that the principles in Title 9 Chapter 13 of the Wyoming Statutes – “Government Ethics” should be incorporated as stated below into the Casper Municipal Code as a “Code of Ethics.”

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING that Chapter 2.60 - Code of Ethics - of the Casper Municipal Code is created.

PREAMBLE

The Casper City Council has determined that a code of ethics is an appropriate addition to existing laws, rules and regulations providing direction and governing Casper’s public officials, public members and employees; accordingly, this Code of Ethics for the City of Casper is established.

Serving as a part-time City Council member poses unique challenges; most Council members have not worked in a municipal government setting and a significant number have spent most of their careers in the private sector where they were an owner or manager. To come into an organization, as a member of the body which determines the direction of the organization, but which body employs only three employees of the hundreds of employees working for the organization who answer to the City Manager is a different organizational dynamic. Failure to follow the separation of functions, control and responsibilities, within the organizational framework can result in a blurring of and potentially erosion of the chain of command, putting Council and employees at risk.

A purpose of this Code is to provide some road signs to help guide the Council members and the City’s employees along the various paths and around the occasional obstacles and the different dynamics of very public, public service jobs.

SECTION 2.60.01. DEFINITION OF TERMS

For the purpose of this Ordinance, the following terms, phrases, words and

abbreviations shall have the meanings ascribed to them below. Words not defined shall be given their common and ordinary meaning.

AI. “Anything of value” means:

- (i) a pecuniary item, including money or a bank bill or note;
- (ii) a promissory note, bill of exchange, order, draft, warrant, check or bond given for the payment of money;
- (iii) a contract, agreement, promise or other obligation for an advance, conveyance, forgiveness of indebtedness, deposit, distribution, loan, payment, gift, pledge or transfer of money;
- (iv) a stock, bond, note or other investment interest in an entity;
- (v) a right in action;
- (vi) a gift, tangible good, chattel or an interest in a gift, tangible good or chattel;
- (vii) a work of art, antiques or collectible;
- (viii) an automobile or other means of personal transportation;
- (ix) real property or an interest in real property, including title to realty, a fee simple or partial interest, present or future, contingent or vested within realty, a leasehold interest or other beneficial interest in realty;
- (x) an honorarium or compensation for services arising out of the person’s service as a public official, public member, or employee;
- (xi) the sale or trade of anything of value for consideration that would ordinarily not be available to a member of the public; or with a rebate or at a discount in its price, unless the rebate or discount is made in the ordinary course of business to a member of the public, or any group or category thereof, but without regard to that person’s status as a public official, official or public employee.
- (xii) a promise or offer of employment;
- (xiii) any other thing of value that is pecuniary or compensatory in value to a person.

A2. “Anything of value” does not mean a campaign contribution properly received and disclosed, as is necessary or required.

B. “Business” means a corporation, partnership, sole proprietorship, LLC, or other type of organization, entity, or association which may be engaged in the buying, selling, exchanging, of commodities, realty, services or anything of value.

C1. “Compensation” includes:

- (i). An advance, conveyance, forgiveness of indebtedness, deposit, distribution, loan, payment, gift, pledge or transfer of money or anything of value; or

(ii). A contract, agreement, promise or other obligation for an advance, conveyance, forgiveness of indebtedness, deposit, distribution, loan, payment, gift, pledge or transfer of money or anything of value, for services rendered or to be rendered.

C2. “Compensation” does not include:

(i) Contractual salary or wage, hourly wage, employment benefits, reimbursement of expenses, if the reimbursement does not exceed the amount actually expended for the expenses, and if the reimbursement is substantiated by an itemization of expenses; or

(ii) *Per diem* payments or mileage and/or vehicle allowances paid by the employing government entity in accordance with applicable law;

D. “Confidential information” means information which is defined by Wyoming as confidential; in this regard attorney-client privilege between the City Council and its attorney is a privilege belonging to the Council, as an assembly, and shall not be waived unless a majority of the body so directs.

E. “Domestic partner” means a person with whom a public official, public member or City employee maintains a household and an intimate relationship, other than to whom the public official, public member or employee is legally married.

F. “Employee” means every appointed, classified or unclassified, full-time or part-time employee of the City of Casper who receives a salary or wage as remuneration for their time, service and efforts.

G. “Family member” means an individual, who is the spouse, parent, sibling, child, grandparent or grandchild;

H. “Financial interest” means anything of value which yields directly or indirectly a benefit other than the authorized salary, wage and benefits and remuneration for services to the City, to the “employee” or “public official” or “public member”.

I. “Gift” does not include any loan, gift, gratuity, special discount or hospitality with a value of \$250 or less.

J. “Official responsibility and official capacity” means acting on a board or commission position, either exercisable alone or with others, and while acting in that position can vote to approve, disapprove, shape and/or otherwise direct the board’s or commission’s actions.

K. “Personal interest” is:

(i). With respect to a “public official,” “public member” or “employee” an interest which is direct and immediate as opposed to speculative and remote; and

(ii). An interest that provides the public official, public member, or employee, a greater benefit or a lesser detriment than it does for a large or substantial group or class of persons who are similarly situated.

L. "Public member" means a member of the public not employed by the City and who is not a "public official," who is appointed to a board or commission while acting within "official responsibility" or "official capacity" of the City of Casper.

M. "Public official" or "public member" means: every elected or appointed Casper City Council person, and every appointed board or commission member serving on a board or commission of the City of Casper.

SECTION 2.60.02- USE OF TITLE PRESTIGE OF PUBLIC OFFICE

(a). No public official, public member, or employee shall use his or her office or position for his or her private benefit.

(b). As used in this section, "private benefit" means the receipt by the public official, public member, or employee of a gift which resulted from his/her holding that office or position.

SECTION 2.60.03- NEPOTISM

(a). No public official, public member, or employee shall advocate or cause the employment, appointment, promotion, transfer or advancement of a family member or a domestic partner to an office or position of the City of Casper. A public official, public member, or employee shall not supervise or manage a family member or domestic partner who is in an office or position or has employment with the City of Casper, Wyoming.

(b). A public official, public member or employee, acting in his or her official capacity, shall not participate in his or her official responsibility or capacity regarding a matter relating to the employment or discipline of a family member or domestic partner.

SECTION 2.60.04- MISUSE OF OFFICE

A public official, public member, or employee shall not use public funds, time, personnel, facilities or equipment for his or her private benefit or that of another person or entity unless the use is authorized by law.

SECTION 2.60.05- OFFICIAL DECISIONS AND VOTES

(a). A public official or public member shall not make an official decision or vote on an official decision if the public official or public member has a personal interest in the matter. In determining whether he or she has a personal interest in a matter, the public official or public member shall recognize the importance of his or her right to represent his or her constituency and

shall abstain from voting only in clear cases of a personal interest, as defined in this subsection. A public official or public member shall not vote to give money or any direct financial benefit to himself or herself except for tax reductions affecting the general public. For purposes of this section, a personal interest is:

(i). with respect to the public official or public member, an interest which is direct and immediate as opposed to speculative and remote; and

(ii). an interest that provides the public official or public member, a greater benefit or lesser detriment than it does for a large or substantial group or class of persons who are similarly situated.

(b). A public official or public member, described by subsection(a) of this section shall abstain from voting on the decision and from making any official decision in the matter. The public official's or public member's abstention from voting must be recorded in the City's, board's or committee's official records.

(c) This section shall not be construed to supersede W. S. 15-9-220, or 16-6-118. Those provisions shall control to the extent inconsistent with this section.

SECTION 2.60.06-ACTIONS TAKEN WHILE NEGOTIATING FOR EMPLOYMENT

A public official, public member, or employee may not vote or take an official action in a matter affecting a person with whom the public official, public member, or employee is negotiating for prospective employment.

SECTION 2.60.07-CONSEQUENCES TO PUBLIC OFFICIALS, OFFICIALS AND EMPLOYEES

Violation of any provision of this act may constitute sufficient cause for termination of an employee's employment or for the censure of the public official or public member or the removal of a public official or public member from his office or position.

SECTION 2.60.08- EFFECTIVE DATE:

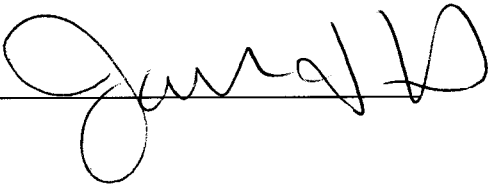
This Ordinance shall become effective 21 days after Council has approved the ordinance on third (3rd) reading.

PASSED on 1st reading the 17th day of September, 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:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING

A Municipal Corporation

Charles Powell
Mayor

September 24, 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: Rescinding Resolution No. 18-259 and Authorizing a new Resolution for the Event Policy Guide as Revised.

Meeting Type & Date

October 1, 2019
Council Meeting

Action type

Resolution

Recommendation

That Council, by resolution, rescind Resolution No. 18-259 and approve a new Resolution for the Event Policy Guide as Revised.

Summary

Council passed Resolution 18-259 and the Special Event Guide in December of 2018 and set application fees. Staff has made several revisions to the Event Policy Guide. Some of these were for clarity, but most were to simplify the process, by reducing the time frame needed to turn in an application, as well as lowering the fees for smaller events. Additionally, Staff changed the classifications of event on the event impact chart, as Staff believes this will alleviate the burden on smaller events to apply for a Special Event Permit.

Staff also made changes as requested by other entities and Council. For instance, the Casper-Natrona County Health Department asked that we add in language to direct citizens to their department when they planned to have food at a public event, and for help with emergency preparedness planning. Finally, Staff inserted language to inform event holders of the TIPS training now required by the liquor ordinance. All of the changes to the guide have been redlined for Council's consideration.

Council heard the changes and reviewed the guide at the July 16, 2019 Pre-Meeting and indicated support for the changes to move on for formal consideration.

On August 6, 2019, Council considered the resolution. After several concerns regarding the Parade Ordinance arose, Council decided to table the ordinance for further discussion and edits. Likewise, Council decided to table this resolution so that it might be updated to include the items which were to be removed from the Ordinance and instead placed into the Resolution. The item that Council requested was that the Chief of Police shall act upon the application within five (5) business days after he has received a copy of the application by the City Clerk's office. The Resolution has been updated accordingly for Council's approval.

Financial Considerations

There will be a minimal loss of revenue from the reduction of fees.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Event Policy Guide

Parade Fee and Costs Waiver

Resolution



CITY OF CASPER SPECIAL EVENTS PLANNING GUIDE AND POLICY

Dear Customer:

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

Please be aware that the application review process can take up to 30 days. City Staff encourages submitting your application as soon as possible.

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

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

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

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

Purpose and Definitions

PURPOSE

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

DEFINITIONS

➤ Special Event

A *special event* is generally defined as an organized activity that occurs outdoors on City property. Outdoor City Property is defined as:

- Any City owned park, trail, street, parking lot, alley, lawn or similar outdoor place. Property is “already under lease” to another entity if that other entity has day to day control of the property; property ‘under lease’ to another entity is not covered by this Special Events Planning Guide and Policy.

If your event is an *outdoor event* that occurs *on City property* and meets the requirements listed on page 4 of this guide, then your event is a Special Event. **If your event is NOT outdoors on City property, then this Guide does not apply to you, but please be aware that some activities still might need special permits from the City of Casper.**

➤ Extra Municipal Services

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

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

➤ Special Event Application, and Special Event Authorization

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

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

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

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

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

As of August 5, 2019 all employees, and agents of any business operating with a City of Casper issued liquor license (including catering and malt beverage permits) who are engaged in the selling or serving of alcoholic or malt beverages shall successfully complete an alcohol server training program as approved by W.S. 12-2-402. Please see the State of Wyoming Liquor Division’s website at <http://liquor.wyoming.gov/> for a list of approved training. This includes all volunteers.

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

All events involving food must contact Natrona County Health Department at 307-235-9340

Event Impact Classifications

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

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

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

EVENT IMPACT CHART

How to Use This Chart: Events that match the criteria of more than one classification will be assigned to the more restrictive level (for example: if an event meets criteria of both Low Impact and Moderate Impact events, the event will be classified as having a Moderate Impact).

Event Characteristics	CATEGORY
Anticipated attendance at the event will exceed 2,500 people and or event is expected to require more than \$1,000 worth of Extra Municipal Services	HIGH Impact Event Application Fee \$50
Anticipated attendance at the event exceeds 300 people and will require Extra Municipal Services, require a closure to a Public Right of Way, and/or alcohol will be consumed or sold. (i.e., street, sidewalk, trail, or similar thoroughfare).	MODERATE Impact Event Application fee \$30
Anticipated attendance at the event is more than 100 people but the event will require Extra Municipal Services, require a closure to a Public Right of Way, and/or alcohol will be consumed or sold. (i.e., street, sidewalk, trail, alley, or similar thoroughfare),	LOW Impact Event Application fee \$15
Anticipated attendance is <i>less than</i> 100 people, there will be minimal impediment to a Public Right of Way (i.e., street, sidewalk, trail, or similar thoroughfare), and/or minimal Extra Municipal Services will be needed from the City (see page 2).	Negligible Impact – Not Considered Special Event – However if a Parade permit is required, a parade application must be filed with the City Clerk’s office. The deadline will depend on if event is medium or high impact event.

APPLICATION DEADLINES

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

- High Impact Events

Applications for High Impact events must be received at least **30 days** prior to the proposed date of the event. High impact events may require a meeting before the application process begins. Please call to discuss available openings as many departments are involved. **If a Parade permit is required, a parade application must be filed with the City Clerk’s office, no later than 30 business days if the event is determined to be a high impact event. Applications for a parade permit in response to a specific contemporary event, may be submitted less than 20 days before the parade, and the city shall diligently act to timely grant such permit if the application fulfills the standards outlined in the parade ordinance in the Casper Municipal code (Chapter 10.72 Article I – Parades).**

- Moderate Impact Events

Applications for Moderate Impact events must be received at least **25 days** prior to the proposed date of the event. **If a Parade permit is required, a parade application must be filed with the City Clerk’s office, no later than 25 business days if the event is determined to be a moderate impact event. Applications for a parade permit in response to a specific contemporary event, may be submitted less than 20 days before the parade, and the city shall diligently act to timely grant such permit if the application fulfills the standards outlined in the parade ordinance in the Casper Municipal code (Chapter 10.72 Article I – Parades).**

- Low Impact Events

Applications for Low Impact events must be received at least **20 days** prior to the proposed date of the event–

- **Parade Permits; The Chief of Police shall act upon the application for a parade permit within five (5) business days after the Chief has been provided a copy of the application by the City Clerk’s Office.**

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

APPLICATION, AUTHORIZATION, and PERMITTING PROCESS

An application is not considered complete until the application form and the non-refundable application fee have been received. The review process will determine whether the event is to be authorized, it will identify which associated permits will be required, and it will help to determine if any Extra Municipal Services from the City will be required (for a definition of “Extra Municipal Service,” see page 2). A request for an application, insurance and service fee waiver may be made for the issuance of a parade permit by an applicant who is indigent.

As the City begins processing the application, the Licensing Specialist will contact the Customer with updates and requests to facilitate the approval process

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

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

APPLICATION PROCESS OVERVIEW

The granting or denial of an application for a parade permit shall be controlled by the criteria established in the parade ordinance in the Casper Municipal Code, consistent with the requirements or waiver of requirements (e.g. contemporary event, indigence) or provided herein.

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

- Every Special Event Application will need to be accompanied by, at a minimum:
 1. Application
 2. Recurring Events Schedule (if applicable)
 3. Application Fee (and Late Fees, if applicable)
 4. Site Plan/Route Map
 5. Public Notification Plan
 6. Restroom Plan
 7. Waste Management Plan
 8. Emergency Action Plan
 - a. Please contact the Natrona County Health department at 307-235-9340 for guidelines.

➤ **Step 2: Submitting the Application**

- Customer delivers the completed application to the Licensing Specialist, along with the Application Fee, (or request for indigent waiver in the event of a parade permit request.

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

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

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

➤ **Step 4: Public Notification**

- Public Notification Plan: The Customer will develop a Public Notification Plan. The Licensing Specialist will approve a plan that addresses the needs of the public. This may include a 2nd notice being sent out to the public if first notification was more than 2 months prior to the event.
- Customer executes the approved Public Notification Plan. Any feedback received by the Customer will be forwarded on to the Licensing Specialist. All feedback will be compiled and reviewed by City Staff and conditions may be placed upon the Event Authorization.

➤ **Step 5: Pulling it All Together**

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

➤ **Step 6: Timing of Authorization**

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

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

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

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

- Customer follows the payment plan in regards to Extra Municipal Services. Depending on the services needed, this might entail paying for all or a portion of the services prior to the event. Vendor list must be submitted to the Licensing Specialist two weeks before the event date.

➤ **Step 9: Day of the Event**

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

➤ **Step 10: After the Event**

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

APPLICATION CONDITIONS and DENIALS

Parades – Parade permits approval or denial shall be based upon the criteria established in the parade ordinance in the Casper Municipal Code, consistent with the requirements as provided herein, or the waiver requirements (e.g. Contemporary event, indigence) as provided herein.

Other Special Events – Other specific event applications shall be granted or denied:

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

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

- The application is not complete;
- Required forms and/or documents were not submitted;
- The application fee and/or permit fee(s) have not been paid;
- Required insurance has not been obtained;
- Goods or services will be sold at the event but the applicant has not produced any sales tax permits for itself or vendors for the event;
- The Customer cannot or will not pay the cost for any determined Extra Municipal Services;

- The application and/or its supporting forms contain a material falsehood or misrepresentation;
- It is reasonably believed that the event would cause undo harm or inconvenience to the participants, community or the surrounding neighborhood.
- The Customer and/or its organizational leaders have on prior occasions made material misrepresentations regarding the nature or scope of any event or activity previously authorized, permitted, or requested;
- The Customer and/or its organizational leaders violated the terms of a prior authorizations or permits issued to or on behalf of the applicant and/or its officers;
- The Customer is not legally competent to sign a contract or to be held responsible for its actions;
- The Customer has, on prior occasions, been required to pay for Extra Municipal Services or damages to City property and has not paid in full for such expenses or damages;
- City resources that would be necessary for the proper and safe conduct of the event are unlikely to be available at the time of the event.
- The special event use or activities intended by the Customer would conflict with previously planned events and programs which have been organized by others either through the use of City facilities or the unavailability of sufficient City resources for the proposed event;

The City reserves the right to revoke a previously issued Special Event Authorization (not parade permit) if any violation of law is reasonably believed to have occurred in conjunction with this event or the preparation for said event, or if the Customer is reasonably believed to have violated any City rule or policy in regards to his or her preparation for this event, and/or if the Customer has failed to meet his or her obligations as described under the Event Authorization and/or the associated documents therewith.

FEES

- *Application Fees* and *Late Fees* (if applicable) are due upon the submission of the Event Application. This fee is non-refundable, and the application will not be reviewed until the application fee has been received. Payment of the application fee does not guarantee event approval; however, Customers will have the option to modify dates, locations, and other aspects of the event in order to win approval.
 - The Licensing Specialist will assess the Event Impact Level for each event, consistent with the criteria stated herein, when the application is submitted. The Event Impact Level is used to calculate the application fee, and it will be used to determine whether the Event Application was submitted on time. If the application was submitted late (see page 7), then appropriate late fees will apply. Like Application Fees, late fees must be paid before the Application will be processed.

Event Type	Application Fee
❖ High Impact Event	❖ \$50
❖ Moderate Impact Event	❖ \$30
❖ Low Impact Event	❖ \$15

- A new classification may be assigned during application review, and this reclassification might affect the fees that will be due from the Customer.
- Payment of *Permit Fees* is due after the event application has been reviewed. The Special Event Authorization will not be issued until all Permit Fees have been paid.
- Payment for *Extra Municipal Services* is due upon invoice. The Customer shall be liable for and shall pay to the City the actual cost of all Extra Municipal Services provided by the City. Typical Extra Municipal Services include contracted police officers, dedicated EMT staffing, delivery and collection of trash containers, site preparation at City parks and facilities, and other such services.
- *Determining the Types, Amounts, and Costs of Extra Municipal Services*

Prior to any approval of a Special Event Authorization, the City Departments potentially affected by the proposed Special Event shall review the application and report their respective findings to the Customer and to the Licensing Specialist. These findings may indicate that Extra Municipal Services are needed.

If Extra Municipal Services are needed, officials from the impacted City Department will communicate this fact to the Customer, along with a cost estimate for the Extra Municipal Services to be provided. This communication will occur before the Event Authorization is issued; except for parade application's submitted in response to a specific contemporary event.

➤ Refund Policy

There is no reimbursement or refund of application fees or late fees except and unless the reimbursement would be due to a reclassification of the event from one Impact Level to another. Fees may be transferable toward future event applications and permits if the event is cancelled due to inclement weather or other emergency situations.

PUBLIC NOTIFICATION PLAN

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

➤ Identifying Affected Parties

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

➤ Notification Timeline

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

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

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

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

➤ Notification Components

Information to include on all notifications is listed below:

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

➤ Approved Notification Methods

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

- Option 1: Mailed Postcards.

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

- Option 2: Individual Communication.

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

- Option 3: Apartment or Business Complex Notification.

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

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

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

INSURANCE REQUIREMENTS and INDEMNIFICATION

Any Special event that will occur on City property will require the Customer to provide the City with a certificate of insurance. The required elements of the insurance policy will vary depending on the activities that your event will entail.

➤ Comprehensive General Liability - (Required for all events)

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

It is common for organizations such as non-profit and for-profit corporations to carry a comprehensive general liability insurance policy for that organization’s general activities, and it might be the case that events are already covered by that policy.

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

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

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

- Bonfires and open flames

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

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

- Liquor Liability - (Not applicable to all events)
- If the responsible organization will be supplying alcoholic beverages, then the general liability insurance must specifically include host liquor liability coverage. If the responsible organization is using a caterer or other vendor to supply alcohol, then that vendor must have liquor liability coverage in addition to the Customer’s host liquor liability coverage. If the responsible party intends to sell alcohol, then either the responsible party or the vendor providing the alcohol for sale must have a valid liquor sales license, and the vendor’s liquor liability coverage will need to specifically include coverage for the sale of alcohol. The limits for each of these coverages shall be no less than \$1,000,000.
Automobile Liability - (Not applicable to all events)

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

In Closing...

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

Parade Fee and Costs Waiver

I, _____, Applicant for the Parade Fee and Costs Waiver, do solemnly swear, subject to penalties for perjury, that the information contained herein is true and correct. I am not acting for or on behalf of any other person or entity in submitting a Parade Fee and Cost Waiver or Parade Application. I authorize the City of Casper to verify any or all of the information furnished by me in this Waiver.

(ALL BLANKS MUST BE FILLED IN. If something does not apply, put N/A.)

1. I reside at: _____

I own / rent (circle one) my residence.

My rent / mortgage payment (circle one) is: \$ _____ per month.

2. I receive the following income from all sources. (Include employment, social security, welfare, child support, workers' compensation, and gifts).

3. I own the following motor vehicles:

	Value
_____	\$ _____
_____	\$ _____

4. I have the following bank accounts or brokerage accounts (we do NOT need account number. Also, you do NOT need to list 401ks or IRAs):

	Amount
_____	\$ _____
_____	\$ _____

5. I own the following property: (please check those that apply)

	<u>Value</u>
Jewelry _____	\$ _____
Firearms _____	\$ _____
Boats equipment _____	\$ _____
Livestock _____	\$ _____
Money due me from another _____	\$ _____
Other (with value of \$500 or more) _____	\$ _____

6. I have the following monthly bills:

<u>Creditor</u>	<u>Amount</u>	<u>Balance</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I understand that the City of Casper may recover from me the costs of fees if it should be established that I am not entitled to the same.

I understand that if any of the information contained herein changes, I must immediately report the same to the Clerk's Office.

Wyoming Statute § 6-5-301 provides: "A person commits perjury if, while under a lawfully administered oath or affirmation, he knowingly testifies falsely or makes a false affidavit, certificate, declaration, deposition or statement, in a judicial, legislative or administrative proceeding in which an oath or affirmation may be required by law, touching a matter material to a point in question. Perjury is a felony punishable by imprisonment for not more than five (5) years, a fine of not more than five thousand dollars (\$5,000.00), or both."

DATED this _____ day of _____, 20____.

(SIGN HERE)

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

Before me personally appeared _____ who, being first duly sworn, states that the facts alleged herein are true and correct.

WITNESS MY HAND AND OFFICIAL SEAL this _____ day of _____, 20____.

Notary Public/Clerk

If your liquid assets (e.g. bank and brokerage balances, cash, paycheck balance to be received within the next 5 days, less mortgage or rent payment, utility payment, insurance payments, and

child support payments) are less than two times the amount of the prospective costs plus reimbursement charge plus anticipated insurance charge, which would be due pursuant to the special event guide and policy, and your other assets value is less than \$35,000 you qualify for the parade fee and costs waiver.

RESOLUTION NO. 19-159 AMENDED

A RESOLUTION RESCINDING RESOLUTION NUMBER 18-259 AND ADOPTING REVISED SPECIAL EVENT GUIDE AND POLICY AND APPLICATION AND FEES FOR SPECIAL EVENTS.

WHEREAS, the Special Event Guide and Policy and Application and fees were adopted on December 4, 2018; and,

WHEREAS, the Resolution adopted a process including an application format that would be all-encompassing for the services and permits needed; and, deadlines and fees would be clearly laid out depending on the size and type of event; and,

WHEREAS, through use of the guide, Staff felt that several revisions to the Event Guide and Policy to simplify process and that lower fees would be more appropriate; and,

WHEREAS, the Casper-Natrona County Health Department asked that various provision be added to provide further information for citizens; and,

WHEREAS, Council amended the Liquor License Ordinance 5.08.520 (A) to require TIPS training for all staff and volunteers serving alcohol, and desired to have this information added to the Special Event Guide and Policy.

WHEREAS, Council directed the deadlines for parade permits to be added to the Special Event Guide and Policy and removed from ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that Resolution No. 18-259 and the previous Special Event Guide and Policy are hereby rescinded; and,

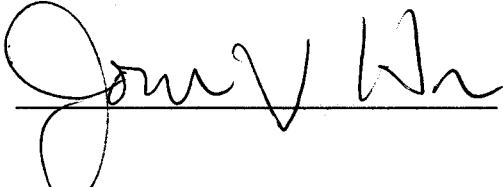
BE IT FURTHER RESOLVED, that the revised version 18 Special Event Policy and Guide, and application dated June 3rd, 2019 and fees are hereby adopted, effective immediately.

Special Event Fees

Low impact event	\$15
Medium impact event	\$30
High impact event	\$50

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2019.

APPROVED AS TO FORM:





ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

September 16, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Andrew Beamer, Public Services Director 
SUBJECT: Authorizing a License Agreement with Visionary Broadband for Installation of Buried Fiber Optic Cable Infrastructure

Meeting Type & Date

Regular Council Meeting

October 1, 2019

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a license agreement with Visionary Broadband to install buried fiber optic cable infrastructure within City right-of-way.

Summary

Visionary Broadband requests the City's permission to install underground fiber optic cable infrastructure within City right-of-way. Installation will occur along Circle Drive at the intersection with English Avenue to the intersection with North Glenn Road, and along North Glenn Road to the Natrona County School District office building at 970 North Glenn Road. Provisions in the license agreement call for Visionary Broadband to be responsible for all costs associated with construction and maintenance of the facilities and appurtenances, and restoration of the property should the license agreement be revoked.

Financial Considerations

Visionary Broadband is currently in the process of negotiating a franchise agreement with the City of Casper. Until that agreement is consummated, Visionary Broadband will pay an annual fee \$2,170.56 for the use of the right-of-way.

Oversight/Project Responsibility

Andrew Beamer, Public Services Director

Attachments

Resolution

Revocable License Agreement

**REVOCABLE LICENSE AGREEMENT
FOR INSTALLATION OF BURIED FIBER OPTIC CABLE
INFRASTRUCTURE**

FOR AND IN CONSIDERATION OF THE SUM OF Two Thousand One Hundred Seventy and 56/100 Dollars (\$2,170.56) per year, being \$1.20 per lineal foot of cable installed per year, the sufficiency of which is hereby acknowledged, the CITY OF CASPER, WYOMING, 200 North David, Casper, Wyoming 82601, hereinafter called the "**Licensor**," HEREBY GRANTS A REVOCABLE LICENSE ("**License**") to VISIONARY BROADBAND, PO Box 2799, Gillette, Wyoming 82717, hereinafter called the "**Licensee**," to construct, alter, operate, maintain, inspect, repair, replace, and remove underground fiber optic cable infrastructure, hereinafter called the "**Facility**," located upon the following-described land situated in the City of Casper, County of Natrona, State of Wyoming, to-wit:

(See attached Exhibit "A" consisting of one (1) page and Exhibit "B" consisting of five (5) pages)

THIS LICENSE is granted upon such express terms and conditions as are hereinafter set forth, and should the Licensee at any time violate any of the said terms and conditions, the Licensor, at its option, may immediately revoke this License; provided, however, Licensor first gives notice to Licensee of the alleged violation and provides to Licensee a reasonable opportunity to cure or rectify the alleged violation.

THIS LICENSE is subject to the following conditions:

1. Abandonment. If Licensee removes the Facility at any time for purposes other than maintenance or repair, this License shall be considered abandoned by the Licensee and automatically terminate.
2. Facility Condition. The work of constructing, altering, operating, maintaining, inspecting, repairing, replacing, or removing the Facility hereinabove referred to shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee, and in accordance with good construction practice and the applicable City of Casper Standard Specifications. The Licensee's responsibility shall include, but not be limited to, restoring all surfaces to the same condition they were in prior to the maintenance authorized by this License. The Licensor reserves the right to, but need not, inspect such work in order to ensure compliance with said standards. Such work of maintenance, repair, or removal of the Facility shall be done in such a manner as to not unreasonably interfere with the use of the licensed premises by the Licensor and the general public and in such manner as to in no way endanger the general public in the use of said premises.

3. Title. Licensee hereby acknowledges the title of Licensor to the above described licensed premises, and agrees never to sell, resist, deny or encumber any such title.
4. Indemnification. Licensee agrees to indemnify the Licensor, its elected officials, appointed officials, employees, and duly authorized agents against, and save them harmless from, all liability for damages to property, or injury to, or death of, persons, including the Licensor, its agents and employees, and including all costs and expenses incident thereto arising wholly or in part from, or in conjunction with, existence, maintenance, repair, renewal, operation, use, or removal of the said Facility, to the extent such damage or injury is caused by the acts of Licensee, its agents or employees.
5. Insurance Requirements.
 - A. In order to ensure the ability of the Licensee to indemnify the City, the Licensee shall obtain, at its sole cost and expense, public liability insurance coverage in an amount no less than the City's maximum liability under the Wyoming Governmental Claims Act, W.S. 1-39-101 *et seq.*, currently Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence, and Five Hundred Thousand Dollars (\$500,000) for all claims of all claimants arising out of a single transaction or occurrence.
 - B. Such insurance shall provide that it will not be cancelled or limits reduced without at least thirty (30) days prior written notification to the City, that the City is an additional named insured thereunder, and that it is primary insurance without any right of contribution from any other resource or insurance.
 - C. Licensee shall provide the City with certificates evidencing such insurance as described above immediately after execution of this License and prior to use of the licensed premises.
 - D. Licensee shall further provide the City with copies of its insurance policy and/or policy endorsements listing the City of Casper as an additional insured. The City's failure to request or review such policies, endorsements, and certificates shall not affect the City's rights or the Licensee's obligation hereunder.
 - E. It is recognized by and between the Parties to this License that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statute Section 1-39-101 *et seq.*
 - F. In the event the maximum liability allowed by law is altered, either during the initial Term of this License, then such insurance requirements as outlined above from the Licensee shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law.

- G. It is entirely the obligation of the Licensee to provide insurance for their personal property and for that of its participants, employees and agents.
6. Right of Use, Relocation, Revocation and Removal.
- A. The Licensor reserves the right to use, occupy, and enjoy the Facility in such a manner and at such times as it shall desire, the same as if this instrument had not been executed by them. If any such use shall, at any time, necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee within a reasonable time at the sole expense of said Licensee, upon the demand of the Licensor and the Licensor shall not be liable to said Licensee on account thereof, or on account of any damage growing out of any use which the Licensor may make of its Facility.
 - B. In addition to its right to revoke this License for cause, the Licensor shall have the right, at any time, to revoke this License without cause upon giving of not less than sixty (60) days' notice in writing to the said Licensee, and at the expiration of the time limited by said notice or upon the express revocation of this License for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Public Services Director, through the City Manager, remove the Facility and each and every part thereof hereby authorized, from the licensed premises and leave said premises in the same condition in which it was before the installation of the Facility.
 - C. If the Facility, or any portion thereof, is not removed within sixty (60) days of the receipt of the notice, or such additional time as may be granted in writing by the Licensor, then the Facility, or any part thereof, shall be considered to be abandoned and shall become the property of the Licensor. Upon the refusal or failure of Licensee to remove the Facility, when directed, the Licensor may remove the Facility, and each and every part thereof, and restore the premises to the same condition as before the granting of this License, and the Licensee hereby agrees to pay the Licensor the cost of said removal of the Facility or any part thereof.
7. Assignment. In the event the Facility is conveyed to another party, this License may also be assigned to said party, and upon said assignment said party shall become entitled to all of the rights and privileges granted and shall assume all of the obligations and duties herein provided.
8. Reservations. This License is granted to Licensee subject to all existing easements, rights-of-way, covenants, restrictions and reservations.

9. **NO WARRANTY. LICENSOR DOES NOT WARRANT OR REPRESENT THAT THE PREMISES ARE SAFE, HEALTHFUL, OR SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE PERMITTED TO BE USED UNDER THE TERMS OF THIS LICENSE, AND LICENSEE ACCEPTS THE LICENSED PREMISES “AS IS”.**
10. Governmental Claims Act. The Licensor does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming State Statutes Sections 1-39-101, *et seq.* The licensor specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.
11. Entire Agreement. This License contains the entire agreement between the parties hereto, the terms hereof may not be modified in any respect whatsoever unless in writing by both parties under the signature of the duly authorized representative of Licensor.
12. No Partnership, Joint Venture or Third Party Beneficiaries. Nothing herein contained shall constitute a partnership between or joint venture by the Parties hereto or constitute any Party the agent of the others. No Party shall hold itself out contrary to the terms of this Section and no Party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This License is not for the benefit of any third Party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
13. Changes. No modifications to this License may be made unless they are made in writing, signed by both parties, and approved by the City.
14. Waiver. No failure by the City to insist upon the strict performance of any terms or conditions of the License, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial fee payments during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this License. No term or condition of this License required to be performed by the Licensee, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by all appropriate parties. No waiver of any breach shall affect or alter any term or condition of this License, and such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
15. Reimbursement of Default, Removal and Eviction Action Expenses. Licensee agrees to pay and indemnify the City against all legal costs and charges, and attorney’s fees, in obtaining possession of the licensed premises after a default of the Licensee, or after the Licensee’s default in surrendering possession of the licensed premises, or for the City enforcing any covenant of the License herein contained.

- 16. Compliance with Laws. Licensee shall comply with all federal, state or local laws and regulations, including all environmental laws. Licensee shall obtain all required permits, permission, licenses, etc. prior to performing any work on any additional work on City property, easements or rights-of-way.
- 17. Recording. This License shall be recorded in the Natrona County Clerk's office, and the Licensee shall, at Licensor's option, either pre-pay or reimburse the City of Casper for the cost therefor.
- 18. Notices. Until a different address is provided in a notice to the other party, all notices, demands or requests made by either party to the other which are required or permitted by the provisions of this License shall be in writing and shall be deemed sufficiently given if: (a) delivered by hand (against a signed receipt); (b) mailed by United States certified or registered mail, return receipt requested, postage prepaid); or (c) sent by nationally recognized commercial overnight delivery service at the following addresses:

Licensor
 Attn: Brian Worthen, CEO
 PO Box 82717
 Gillette, WY 82717

City of Casper
 Attn: Public Services Director
 200 North David
 Casper, WY 82601

Notwithstanding anything contained in this License to the contrary, any notice required to be given by Licensor or Licensee hereunder shall be deemed to be effective as of the date such notice is received or refused as reflected on said notice.

- 19. Severability. If any term of this License is found to be void or invalid, such finding shall not affect the remaining terms of this License, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.
- 20. License in City Rights-of-Way. The parties agree that this License covers facilities located in City rights-of-way. Facilities in City rights-of-way will be addressed in a forthcoming franchise agreement between the parties. This License for facilities in City rights-of-way is given as an accommodation to allow the Licensee to install fiber optic services to offices for Natrona County School District No. 1 before the start of the 2019-2020 school year, and before a franchise agreement can be completed. This License as it applies to the facilities located in City rights-of-way will terminate automatically, and those facilities will then be subject to the terms and conditions of the franchise ordinance when it takes effect, or will terminate on December 31, 2019, whichever occurs first. If a franchise is not in place by December 31, 2019, the facilities shall be removed unless the parties mutually agree to a time extension. This License shall remain in full force and effect for facilities located on City property that are not in City rights-of-way, and the yearly payment of Two

Thousand One Hundred Seventy and 56/100 (\$2,170.56) (1.20 per lineal foot of cable) per year shall remain.

IN WITNESS WHEREOF, the CITY OF CASPER, WYOMING, has caused this License to be executed on the 15 day of October, 2019.

APPROVED AS TO FORM:
(*Visionary Broadband – Fiber Optic*)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

THE UNDERSIGNED, the Licensee mentioned in the foregoing License, hereby accepts the same subject to the terms and conditions contained therein.

WITNESS:

Brian Worthen, CEO
Visionary Broadband

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on the _____ day of _____, 2019, by Charles Powell, as the Mayor of the City of Casper, Wyoming.

Notary Public

My commission expires: _____

STATE OF)
) ss.
COUNTY OF)

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____ .

Notary Public

My commission expires: _____



EXHIBIT "A"
5' WIDE LICENSED PREMISES
CITY OF CASPER

Easement No. 1:

Two five foot (5') wide strips of land within the Wyoming Industrial Park Subdivision, Casper, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof, being 2.50 feet on each side of the following described center line:

Commencing at the southeast corner of Lot 4, Block 13, Wyoming Industrial Park Subdivision, monumented by a tack and washer;

Thence S00°06'05"W, a distance of 84.37 feet to the Point of Beginning #1;

Thence N01°36'53"W, a distance of 97.76 feet to an angle point;

Thence N01°01'08"W, a distance of 292.92 feet to an angle point;

Thence N36°30'28"W, a distance of 61.50 feet to an angle point;

Thence N31°25'23"E, a distance of 360.79 feet to an angle point;

Thence N30°51'23"E, a distance of 363.93 feet to an angle point;

Thence N41°47'25"E, a distance of 62.98 feet to an angle point;

Thence N48°58'54"W, a distance of 103.13 feet to the Point of Termination #1, located on the easterly line of Lot 4, Block 15, Wyoming Industrial Park Subdivision.

The above described strip of land contains 0.15 acres, (6715.10 S.F.), more or less, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

Easement No. 2:

Commencing at the northeast corner of Lot 4, Block 15, Wyoming Industrial Park Subdivision, monumented by an aluminum cap;

Thence S20°02'39"W, a distance of 29.40 feet to the Point of Beginning #2, located on the east line of said Lot 4, Block 15;

Thence N29°58'13"E, a distance of 20.07 feet to a point of curvature;

Thence along a curve to the left having a radius of 54.50 feet, through a central angle of 67°20'34", a distance of 64.06 feet, having a chord bearing of N11°07'18"W, a distance of 60.43 feet to the end of curve;

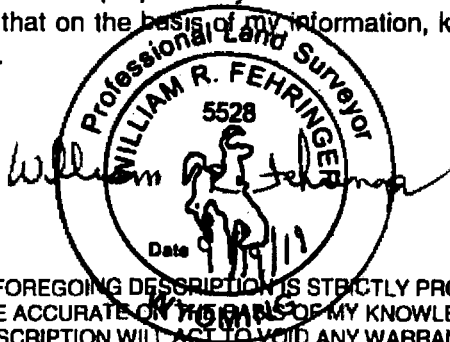
Thence N45°27'46"W, a distance of 378.51 feet to an angle point;

Thence N44°51'04"E, a distance of 49.07 feet to the Point of Termination located on the northeasterly line of Glenn Road..

The above described strip of land contains 0.06 acres, (2558.55 S.F.), more or less, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

Bearing Basis: Wyoming State Plane Coordinate System – East Central Zone.

I hereby certify that this description was prepared by me from notes taken during an actual survey made under my direct supervision in August, 2019, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

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N36°30'28"W
61.50'

MATCH LINE - SHEET 2

LOT 1
CASPER
CONTRACTOR'S
SUPPLY

CIRCLE DRIVE

CENTER OF PROPOSED
EASEMENT

LOT 5
HRM DEVELOPMENT

N1°01'08"W
292.92'

N0°56'25"W

LOT 4
HRM DEVELOPMENT

LOT 3

EXISTING PROPERTY
LINE

BLOCK 13

SE CORNER
LOT 4
WASHER & TACK

N89°04'29"E

N1°36'53"W
97.76'

S0°06'05"W
84.37'

ENGLISH AVE.

S89°04'29"W

EXISTING
PULL BOX

LOT 1

BLOCK 12

POINT OF
BEGINNING #1

LOT 13
VERSATAL
COMMUNICATIONS



SCALE: 1" = 40'



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com

EXHIBIT B
5' WIDE LICENSE AGREEMENT
Wyoming Industrial Park Subdivision

NE 1/4 SE 1/4 & E 1/2 NE 1/4
Section 5, T.33N., R.79W.
Natrona County, Wyoming
September, 2019

W.O. 19-211
Sheet 1 of 5

MATCH LINE - SHEET 3

LOT 3
778 NORTH CIRCLE, LLC

CENTER OF PROPOSED
EASEMENT

EXISTING PROPERTY
LINE

N31°25'23"E
360.79'

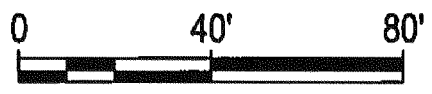
LOT 2
778 NORTH CIRCLE, LLC
BLOCK 14

LOT 9
GINO ARIOSTO

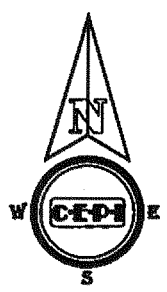
LOT 8
BEAUTIFUL WYOMING

N36°30'28"W
61.50'

MATCH LINE - SHEET 1



SCALE: 1" = 40'



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com

EXHIBIT B
5' WIDE LICENSE AGREEMENT

Wyoming Industrial Park Subdivision

NE $\frac{1}{4}$ SE $\frac{1}{4}$ & E $\frac{1}{2}$ NE $\frac{1}{4}$
Section 5, T.33N., R.79W.

Natrona County, Wyoming
September, 2019

W.O. 19-211
Sheet 2 of 5

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MATCH LINE - SHEET 4

POINT OF TERMINATION #2

LOT 11
CHESTER REAL ESTATE
BLOCK 8

N48°58'54"W
103.13'

N41°47'25"E
62.98'

LOT 4
J & K ASSET
MANAGEMENT, LLC
BLOCK 15

CENTER OF PROPOSED
EASEMENT

EXISTING PROPERTY
LINE

LOT 3
RICHARD FAIRSERVIS

N30°51'23"E
363.93'

LOT 8
WILCARE
MANAGEMENT, LLC
BLOCK 9

LOT 9
WILCARE
MANAGEMENT, LLC

MATCH LINE - SHEET 2



SCALE: 1" = 40'



EXHIBIT B
5' WIDE LICENSE AGREEMENT
Wyoming Industrial Park Subdivision

NE $\frac{1}{4}$ SE $\frac{1}{4}$ & E $\frac{1}{2}$ NE $\frac{1}{4}$
Section 5, T.33N., R.79W.
Natrona County, Wyoming
September, 2019

W.O. 19-211
Sheet 3 of 5



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com

LOT 1
NATRONA COUNTY
SCHOOL DISTRICT #1
BLOCK 18

N45°27'46"W
378.51'

CENTER OF PROPOSED
EASEMENT

NE CORNER
LOT 4, BLOCK 15
ALUMINUM CAP

S20°02'39"W
29.40'

N29°58'13"E
20.07'

POINT OF
BEGINNING #2

R=54.50
L=64.06'
Δ=67°20'34"
CH B=N11°07'18"W
CH L=60.43

EXISTING PROPERTY
LINE

LINE LOCATED WITHIN
EXISTING 10' WIDE
UTILITY EASEMENT

MATCH LINE - SHEET 3



SCALE: 1" = 40'



Civil Engineering Professionals, Inc.
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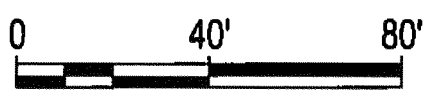
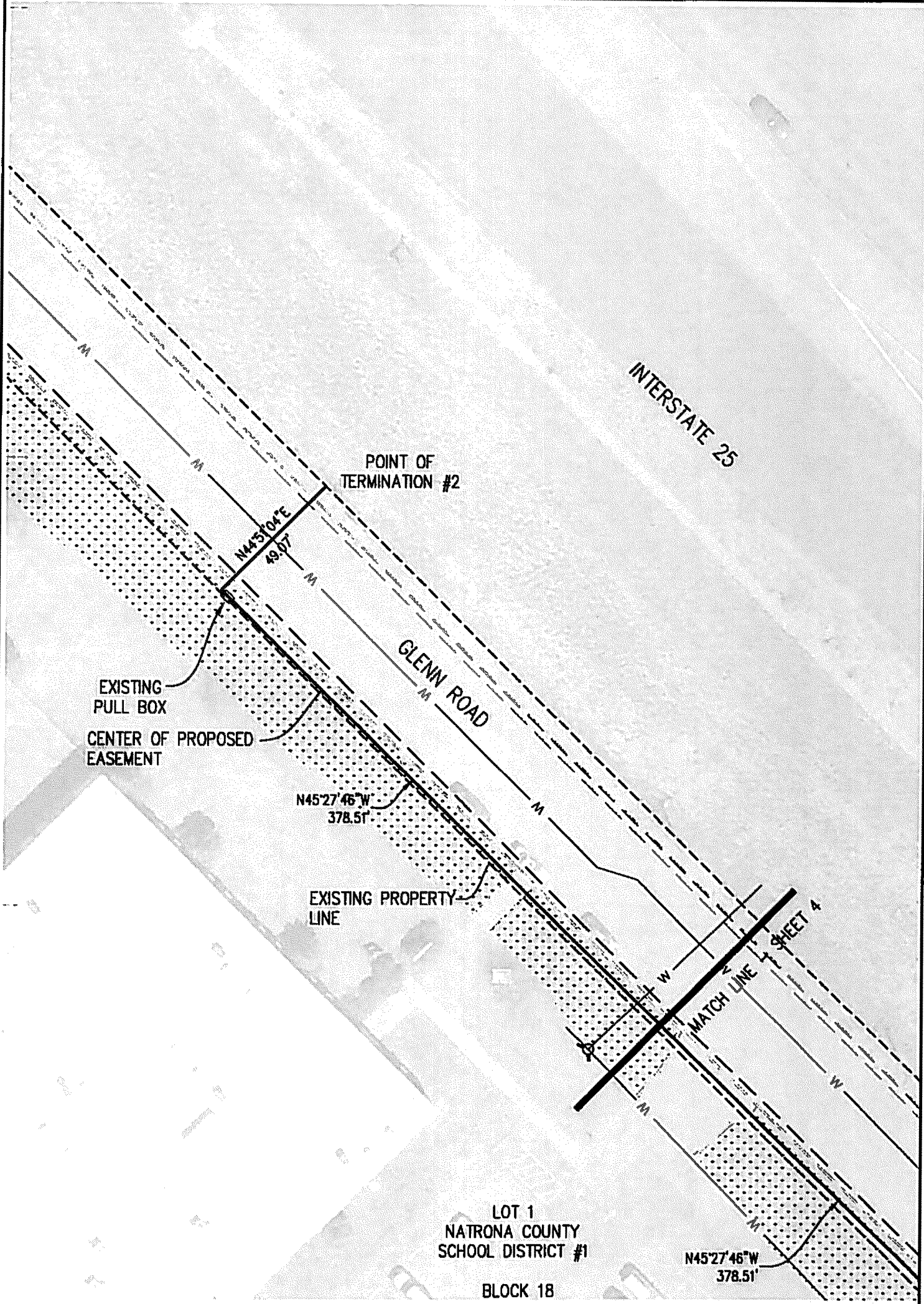
EXHIBIT B
5' WIDE LICENSE AGREEMENT
Wyoming Industrial Park Subdivision

NE 1/4 SE 1/4 & E 1/4 NE 1/4
Section 5, T.33N., R.79W.
Natrona County, Wyoming
September, 2019

W.O. 19-211
Sheet 4 of 5

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M:\Land 2019\Surveying\19-211 Visionary\19-211_basemap.dwg, 9/13/2019, Bill



SCALE: 1" = 40'



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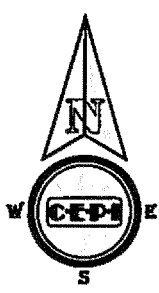


EXHIBIT B
5' WIDE LICENSE AGREEMENT
 Wyoming Industrial Park Subdivision
 NE $\frac{1}{4}$ SE $\frac{1}{4}$ & E $\frac{1}{4}$ NE $\frac{1}{4}$
 Section 5, T.33N., R.79W.
 Natrona County, Wyoming
 September, 2019
 W.O. 19-211
 Sheet 5 of 5

RESOLUTION NO. 19-197

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH VISIONARY BROADBAND TO INSTALL BURIED FIBER OPTIC CABLE INFRASTRUCTURE WITHIN CITY RIGHT-OF-WAY PROPERTY.

WHEREAS, Visionary Broadband has requested permission from the City to use City right-of-way for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing underground fiber optic cable infrastructure along Circle Drive and North Glenn Road; and,

WHEREAS, the City of Casper has determined that the use of said City right-of-way will not unreasonably interfere with the use thereof by the City or the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a license agreement with Visionary Broadband for the purpose of using certain City right-of-way for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing underground fiber optic cable infrastructure, more particularly described in said license agreement, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

September 16, 2019

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

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

SUBJECT: Authorizing Amendment No. 2 to the Contract for Professional Services with Civil Engineering Professionals, Inc., in the amount of \$25,000, for additional Construction Administration for the East Casper Zone III Water System Improvements Project, No. 13-38

Meeting Type & Date:
Regular Council Meeting
October 1, 2019

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize Amendment No. 2 to the contract for professional services with Civil Engineering Professionals, Inc. (CEPI), in the amount of \$25,000, for additional construction administration for the East Casper Zone III Water System Improvements Project, No. 13-38.

Summary:
CEPI is under contract for easement acquisition, engineering design services, and construction administration related to the improvements for the East Casper Zone III Water System Improvements Project, No. 13-38. The project is complete and included 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.

Amendment No. 2 is necessary due to project delays related to required repairs to the new water storage tank. The tank coating system did not meet project specifications at the time of project completion, and Andreen-Hunt Construction (AHC) agreed to make the repairs, which required a winter shutdown period for suitable coating temperatures. A total of \$10,000 in liquidated damages were accrued up until the winter shutdown period began in the fall of 2018. In July of 2019, AHC began repairs with the accrual of \$15,000 in liquidated damages. The total amount of liquidated damages assessed is \$25,000. These are real costs which CEPI has accumulated from the additional construction oversight of the water tank repairs.

Memo
Amendment No. 2
East Casper Zone III Water System Improvements
Project, No. 13-38
CEPI

Page 1 of 2

Financial Considerations:

Funding for Amendment No. 2 will be withheld from project retained funds. The project has been paid in full except for the project funds retained for which AHC, the City of Casper, and ANB Bank have a joint account agreement. The amount of retainage yet to be paid is \$177,460. The deduction of \$25,000 will be withheld from release to AHC to cover the costs of Amendment No. 2.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Amendment No. 2

Resolution

CEPI letter dated September 12, 2019

**AMENDMENT NO. 2 TO THE CONTRACT
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this 1st day of October, 2019, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.

2. Civil Engineering Professionals, Inc. (CEPI) (“Consultant”), 6080 Enterprise Drive, Casper, Wyoming 82609.

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

RECITALS

A. On December 2, 2014, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for the East Casper Zone III Water System Improvements, Project No. 13-38.

B. On August 7, 2018, the City and Consultant executed Amendment No. 1 to the Contract for Professional Services (“Contract”) for the East Casper Zone III Water System Improvements, Project No. 13-38.

C. The project requires additional professional services for the East Casper Zone III Water System Improvements, Project No. 13-38.

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

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment.

2. AMENDMENT TO PART I - AGREEMENT, 1. SCOPE OF SERVICES

Add the following: “Complete the additional services as outlined in Exhibit “A” – letter from CEPI dated September 12, 2019, Subject Re: East Zone III Improvements Project – Contract Agreement Amendment No. 2, attached hereto and hereby made part of this agreement.”

3. AMENDMENT TO PART I - AGREEMENT, 3. COMPENSATION

The first sentence which begins with “In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Seven Hundred Twenty-Four Thousand Four Hundred Dollars (\$724,400.00)” is deleted in its entirety and replaced with the following:

“In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Seven Hundred Forty-Nine Thousand Four Hundred Dollars (\$749,400.00)”

3. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

--THE FOLLOWING SPACE INTENTIONALLY LEFT BLANK TO END OF PAGE--

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

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS:

CONSULTANT
Civil Engineering Professionals, Inc.

By: Sami Hedt

By: William Fehring

Printed Name: Sami Hedt

Printed Name: William Fehring

Title: Office Manager

Title: V.P.



September 12, 2019

Mr. Alex Sveda
City Engineering Department
200 N. David
Casper, WY 82601

Re: East Zone III Improvements Project – Contract Amendment No. 2

Dear Alex:

Civil Engineering Professionals, Inc. (CEPI) would like to formally request an amendment to our engineering contract on the referenced project. We are requesting additional fees for the additional construction administration services that have been necessary on this project.

The project encountered issues regarding the water storage tank coating system. The water storage tank was improperly coated and did not meet the project requirements. The water storage tank coating system was repaired and recoated, which caused additional delays and additional construction administration costs. The contractor is being assessed liquidated damages which will cover the additional construction administration costs that are being requested.

The Substantial Completion date and Final Completion date for the water storage tank were July 20, 2018, and August 19, 2018, respectively. The project was completed on August 2, 2019. The City of Casper, CEPI, and the contractor discussed all factors associated with this project and agreed upon a \$10,000.00 liquidated damages assessment for the year 2018 and a \$15,000.00 liquidated damages assessment for the year 2019 for a total liquidated damages assessment of \$25,000.00. CEPI's construction administration service costs associated with the water storage tank issues has slightly exceeded \$25,000.00; however, CEPI has agreed to a contract amendment of \$25,000.00

CEPI requests consideration for the additional construction administration costs due to the water storage tank coating issues. The contractor is being assessed liquidated damages to cover the additional construction administration costs. Please review this information and if you have any questions or concerns please contact me.

Sincerely,
Civil Engineering Professionals, Inc.

A handwritten signature in black ink that reads 'Nicholas Larsen'.

Nicholas Larsen, PE
Project Manager

RESOLUTION NO.19-198

A RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING DESIGN PROFESSIONALS, INC. (CEPI), FOR ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES FOR THE EAST CASPER ZONE III WATER SYSTEM IMPROVEMENTS PROJECT.

WHEREAS, CEPI, is under contract for easement acquisition, engineering design services, and construction administration related to the improvements for the East Casper Zone III Water System Improvements Project, No. 13-38; and,

WHEREAS, additional services outside the original scope of work are required for the project; and,

WHEREAS, the City of Casper desires to extend the scope of work with CEPI, to provide these additional services; and,

WHEREAS, CEPI, is able and willing to provide those services as specified in Amendment No. 2.

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, Amendment No. 2 to the contract for professional services between the City of Casper and CEPI, for additional engineering services associated with the East Casper Zone III Water System Improvements Project, No. 13-38, in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).

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 an additional amount not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), for a total contract amount of Seven Hundred Forty-Nine Thousand Four Hundred Dollars (\$749,400.00).

(--This Section Intentionally Left Blank--)

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

September 17, 2019

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a pre-application submittal to the Wyoming State Loan and Investment Board (SLIB) for an Eight Million Dollar (\$8,000,000) Clean Water State Revolving Fund (CWSRF) Loan for the North Platte Sanitary Sewer Interceptor Rehabilitation Project.

Meeting Type & Date

Regular Council Meeting
October 1, 2019

Action type

Authorization

Recommendation:

That Council, by resolution, authorize a pre-application submittal to the Wyoming State Loan and Investment Board for an Eight Million Dollar (\$8,000,000) Clean Water State Revolving Fund (CWSRF) Loan for the North Platte Sanitary Sewer Interceptor Rehabilitation Project.

Summary:

The North Platte Sanitary Sewer Interceptor (NPSSI) is a 47,000 foot long pipeline that begins on the west side of Paradise Valley, collects wastewater from homes and businesses from Casper, Bar Nunn, Mills, and several Water & Sewer, and Improvement & Service Districts, and conveys the wastewater to the Sam Hobbs Regional Wastewater Treatment Plant (WWTP). The interceptor ranges in diameter from 24 to 54 inches and is constructed of unlined reinforced concrete pipe (RCP). The pipeline was designed and constructed during the early 1980's at a time when Casper was expected to grow significantly. The interceptor was sized to accommodate the anticipated growing population. However, Casper did not experience the growth expected, leaving a pipeline that is oversized and underutilized. Low, slow flows in the interceptor allow for the creation of hydrogen sulfide gas (H₂S), a chemical that is toxic and highly corrosive to concrete pipe. Concerns regarding the extent of corrosion in the interceptor prompted a risk-based condition assessment of the NPSSI.

CH2M HILL Engineering Inc. conducted the North Platte Sanitary Sewer Condition Assessment Study in two phases. During Phase I of the study, each manhole along the pipeline was inspected. Additionally, a pole mounted zoom camera was used to visually inspect 25-75 feet of pipeline in both directions out of each manhole. During this initial assessment, just over 12,000 feet of pipeline was identified as potentially having extensive corrosion. During Phase II of the study, these pipes were televised using closed circuit television (CCTV), which provided more comprehensive pipeline condition data. Additionally, core samples of the pipe walls were taken and tested to determine pipe integrity at two locations expected to have a high degree of corrosion.

The final report of the North Platte Sanitary Sewer Interceptor Condition Assessment Study identified three areas of capital improvements that are necessary to extend the dependable service life of the NPSSI: 1) drop connection improvements, 2) pipeline rehabilitation, and 3) manhole rehabilitation. Drop connections are pipes that drop wastewater from a tributary sewer pipeline into the interceptor. Currently, three of these connections cause turbulence at the junction, which releases increased amounts of H₂S gas and accelerates deterioration. Drop connection improvements will limit turbulence and retard corrosion of the adjacent RCP. Reconstruction of these drop connections is estimated to cost \$530,000.

Trenchless pipeline rehabilitation was recommended for 10,696 feet of interceptor pipeline that either displayed signs of advanced H₂S corrosion, pipe wall loss of more than one inch, exposed pipe reinforcement, and other major structural flaws, or had notable corrosion and was adjacent to a high priority area. Depending on the technology used, the project may include a combination of temporary installation pits, new manhole structures, and/or surface restoration. Pipeline cleaning, bypass pumping, and appropriate odor control measures must also be incorporated into the rehabilitation design. The estimated cost for the pipeline rehabilitation is \$6,070,000.

Finally, it was recommended that all connected manhole structures on the pipelines identified for improvements also be rehabilitated. This includes chemical grouting, coating, and corrosion proof lining of 44 manholes. These improvements may extend the life of the manholes 30-40 years. The estimate for manhole rehabilitation is \$275,000.

The total NPSSI rehabilitation cost is estimated at \$6.875 million. Assuming standard design costs of 10% and a construction administration cost of 8%, the total project cost is anticipated to be just over \$8,000,000.

A facility for liquid phase chemical treatment and corrosion mitigation was completed in FY17 to help inhibit further degradation of the pipeline from hydrogen sulfide gas. In the past, summertime flushing flows from the Paradise Valley wells were used to help control H₂S generation in the NPSSI, but these flushing flows are high in selenium.

Combined, these capital improvements and corrosion mitigation will save tens of millions of dollars in future pipe repairs and replacements while extending the service life of the pipeline another 30+ years.

Council considered and conceptually approved this pre-application submittal at its February 12, 2019 Council Work Session. Furthermore, Council adopted Resolution 19-33 at its March 5, 2019 meeting authorizing submittal of the loan application. At that time, the Opportunity Fund was identified as a possible repayment source, along with Wastewater Treatment Plant Fund user charges and Wastewater Treatment Plant system investment charges. As the Opportunity Fund is no longer being considered as a repayment option, SLIB is requiring an updated Resolution with that repayment option removed. The resolution has been changed to reflect that repayment will be from Wastewater Treatment Plant Fund user charges and/or collected Wastewater Treatment Plant system investment charges.

Financial Considerations

The CWSRF loan will be for \$8 M and will be eligible for 25% principal forgiveness.

Oversight/Project Responsibility

Andrew Beamer, P.E., Public Services Director

Bruce Martin, Public Utilities Manager

Attachments

Resolution

RESOLUTION NO.19-199

A RESOLUTION AUTHORIZING SUBMISSION OF A PRE-APPLICATION FORM TO THE STATE LOAN AND INVESTMENT BOARD FOR A LOAN THROUGH THE STATE REVOLVING FUND ON BEHALF OF THE CITY COUNCIL OF THE CITY OF CASPER FOR THE PURPOSE OF THE NORTH PLATTE SANITARY SEWER REHABILITATION PROJECT.

WHEREAS, the City of Casper desires to participate in the State Revolving Fund program to assist in financing rehabilitation of the North Platte Sanitary Sewer (the "project"); and,

WHEREAS, the City Council for the City of Casper recognizes the need for this project; and,

WHEREAS, the State Revolving Fund program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and,

WHEREAS, the City of Casper plans to repay the requested State Revolving Fund Loan from the following sources: 1) Wastewater Treatment Plant Fund user charges; and/or 2) Collected Wastewater Treatment Plant system investment charges.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That a loan application as described above in the amount of Eight Million Dollars (\$8,000,000) be submitted to the State Loan and Investment Board for consideration at the State Loan and Investment Board meeting to assist in funding the North Platte Sanitary Sewer Rehabilitation Project.

BE IT FURTHER RESOLVED: That the City Manager of the City of Casper, or his designee, is hereby designated as the authorized representative of the City of Casper to act on behalf of the Governing Body on all matters relating to this loan application.

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

September 10, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tim Cortez, Parks and Recreation Director *TC*
Randy Norvelle, Parks Manager *RN*
SUBJECT: Accepting (4) Warranty Deeds (2) from Eastgate Ranch, LLC (1) from Granite Peak Development Limited Partnership, and (1) from Natrona Land Holdings, LLC, all Dated September 2019 for Acreage of Open Space to the City of Casper.

Meeting Type & Date:
Regular Council Meeting
October 1, 2019

Action Type:
Resolution

Recommendation:
That Council, by resolution accept (4) Warranty Deeds (2) from Eastgate Ranch, LLC (1) from Granite Peak Development Limited Partnership, and (1) from Natrona Land Holdings, LLC, all Dated September 2019 for Acreage of Open Space to the City of Casper.

Summary:
During the development of the McMurry Business Park Planned Unit Development (PUD) in 2005, (4) parcels of open space was identified, and left undeveloped, for the use and benefit of the residents of the development. Planned Unit Developments (PUD's) require a certain percentage of "usable open space" be provided, which is meant to serve as outdoor/recreational amenities for the residents and land owners within the area. Although the open space was set aside by the developer, no improvements/amenities have been developed.

The City of Casper 2014 Park and Open Space Improvement Plan, adopted by the City Council, identified a need for public parks/open space on the east side of Casper where residents and property owners are currently underserved. In 2017, City staff worked cooperatively with the developers of the McMurry Business Park PUD for the broader use of the general public. In recognition of the need for public outdoor amenities in the area, the developers agreed to transfer ownership of the (4) parcels.

Parcel A: Eastgate Ranch, LLC, Dated September 2019 for Eastgate Ranch Pond, 9.21 Acres of Open Space. This parcel has been identified as a potential location for the development of a dog park and pedestrian path.

Parcel B: Eastgate Ranch, LLC, Dated September 2019 for 1.49 Acres of Open Space. This parcel has been identified as a potential location for the development of a pedestrian path with connectivity to East 2nd Street.

Parcel C: Granite Peak Development Limited Partnership, Dated September 2019 for Heights Walk Area, 23.49 Acres of Open Space. At this time there are no plans to develop or maintain this area.

Parcel D: Natrona Land Holdings, LLC, Dated September 2019 for Lot 8, Park Ridge Medical Campus No. 2, 9.62 Acres of Open Space. At this time there are no plans to develop or maintain this area.

Financial Considerations:

If the parcel is platted in the future, the cost will be assumed by the City.

If the parcel is developed or rough mowing is required, the cost will be assumed by the City.

Oversight/Project Responsibility:

Tim Cortez, Director of Parks and Recreation

Randy Norvelle, Parks Manager

Parcel A:

Attachments:

Approval as to Form

Resolution

Warranty Deed

Exhibit 'A' Eastgate Ranch Pond

Exhibit 'B' Eastgate Ranch Pond

Parcel B:

Attachments:

Approval as to Form

Resolution

Warranty Deed

Exhibit 'A' 1.49 Acres of Open Space

Exhibit 'B' 1.49 Acres of Open Space

Parcel C:

Attachments:

Approval as to Form

Resolution

Warranty Deed

Exhibit 'A' Business Park Open Spaces Association (Page1)

Exhibit 'A' Business Park Open Spaces Association (Page2)

Exhibit 'A' Business Park Open Spaces Association (Page3)

Parcel C:

Attachments:

Approval as to Form

Resolution

Warranty Deed

Exhibit 'A' Lot 8, Park Ridge Medical Campus No. 2 (Page1)

Exhibit 'A' Lot 8, Park Ridge Medical Campus No. 2 (Page2)



**EXHIBIT "A"
EASTGATE RANCH POND**

A parcel of land situate within the SE¼SW¼ and the SW¼SE¼ of Section 8, T.33N., R.78W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B, attached hereto and by this reference made a part hereof, being more particularly described as follows:

Commencing at the southeast corner of said Section 8;

Thence N62°12'39"W, a distance of 2153.64 feet to the northeast corner of the parcel located on the south line of the Creekside Professional Center Addition, monumented by an aluminum cap and being the Point of Beginning;

Thence S18°02'11"W, a distance of 282.33 feet to a point monumented by an aluminum cap;

Thence S67°19'26"W, a distance of 674.08 feet to a point monumented by an aluminum cap;

Thence N73°20'20"W, a distance of 239.64 feet to the southwest corner of the parcel, located on the east line of Venture Way, monumented by an aluminum cap;

Thence N15°30'05"E, along the east line of Venture Way, a distance of 640.29 feet to the northwest corner of the parcel, also being the southwest corner of the Meadowlands No. 1 Simple Subdivision, monumented by an aluminum cap;

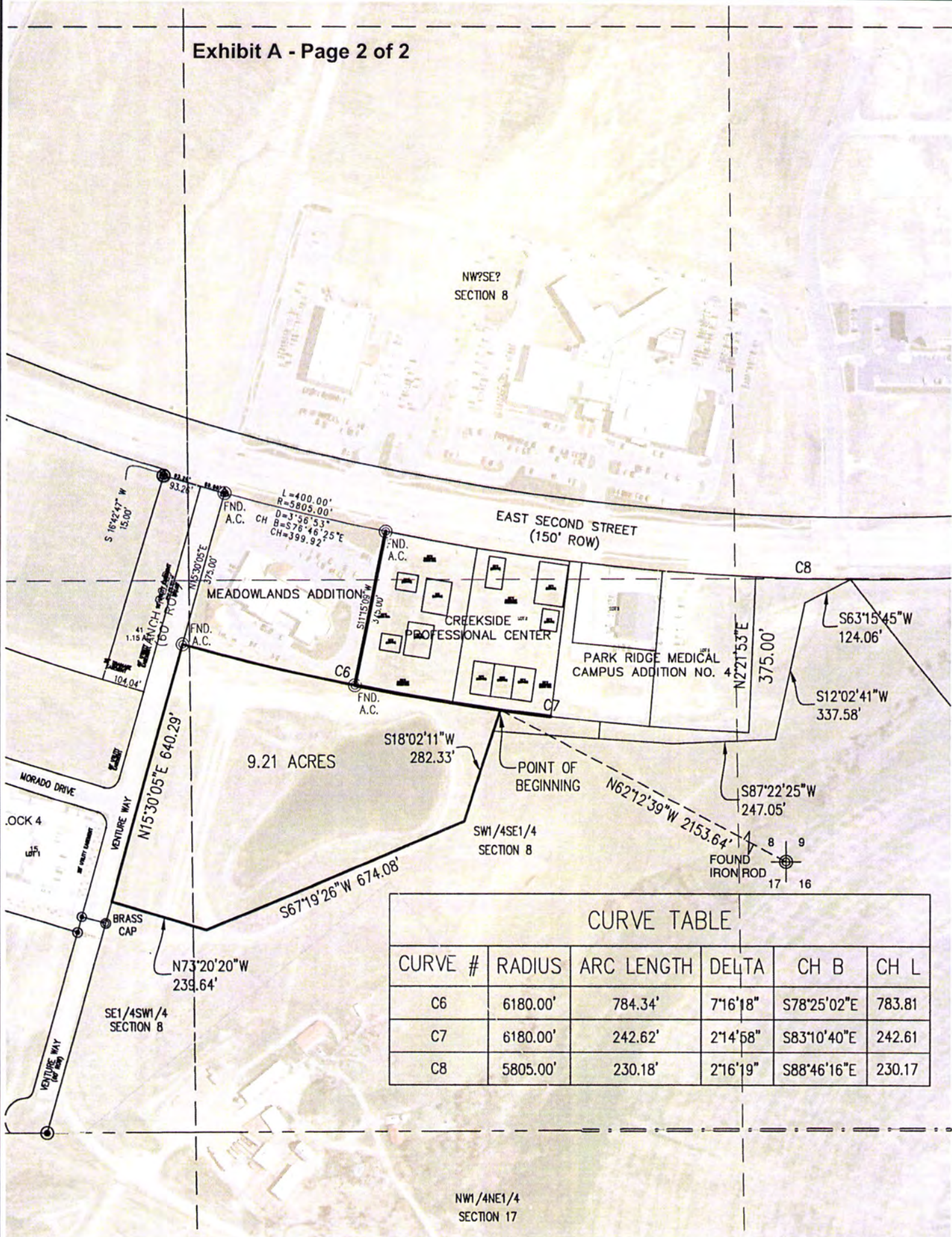
Thence along a curve to the left, also being the south line of the Meadowlands No. 1 Simple Subdivision and the Creekside Professional Center Addition, having a radius of 6180.00 feet, through a central angle of 7°16'18", a distance of 784.34 feet, having a chord bearing of S78°25'02"E, a distance of 783.81 feet to the Point of Beginning.

The above described parcel contains 9.21 acres, more or less, and is subject to any rights-of-way and/or easements, reservations, and encumbrances which have been legally acquired.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land in October, 2016, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



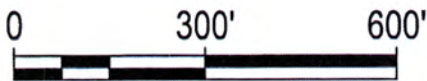
MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.



CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CH B	CH L
C6	6180.00'	784.34'	7°16'18"	S78°25'02"E	783.81
C7	6180.00'	242.62'	2°14'58"	S83°10'40"E	242.61
C8	5805.00'	230.18'	2°16'19"	S88°46'16"E	230.17



BASIS OF BEARINGS: Wyoming State Plane
Coordinate System,
East Central Zone, NAD 1983



SCALE: 1" = 300'



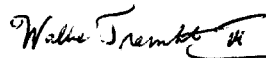
Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com

EXHIBIT 'B'
EASTGATE RANCH POND
SE $\frac{1}{4}$ SW $\frac{1}{4}$ & SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 8, T.33N., R.78W., 6th P.M.
Natrona County, Wyoming
October, 2016
W.O. 13-31

APPROVAL AS TO FORM

I have reviewed the attached *Warranty Deed from Eastgate Ranch, LLC, for 9.21 Acres of Open Space to the City of Casper, Natrona County, Wyoming*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: August 2, 2019.



Wallace Trembath III
Deputy City Attorney

RESOLUTION NO.19-200

RESOLUTION ACCEPTING A WARRANTY DEED
FROM EASTGATE RANCH, LLC FOR 9.21 ACRES
OF OPEN SPACE TO THE CITY OF CASPER,
NATRONA COUNTY, WYOMING.

WHEREAS, pursuant to the Open Space Annexation Agreement and the McMurry Business Park PUD Guidelines (both as amended), Eastgate Ranch, LLC, agreed to convey 9.21 acres of open space to the City of Casper, Natrona County, Wyoming; and,

WHEREAS, Eastgate Ranch, LLC, has issued a Warranty Deed to convey the property described above; and,


WHEREAS, the Casper City Council finds that the Warranty Deed should be accepted by the City of Casper.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized, and the City Clerk to attest, this Resolution accepting a Warranty Deed from Eastgate Ranch LLC, as Grantor, conveying, 9.21 acres of open space to the City of Casper, Natrona County, Wyoming, as Grantee.

BE IT RESOLVED: That the Warranty Deed shall be recorded in the office of the Natrona County, Wyoming, Clerk.

PASSED, APPROVED, AND ADOPTED THIS ____ day of _____, 2019.

APPROVED AS TO FORM



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor



EXHIBIT A
1.49 Acre Open Space Area

A parcel of land situate within the SE $\frac{1}{4}$ SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, T.33N., R.78W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit A, Page 2 of 2, attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the southeast corner of said Section 8 monumented by an iron pipe;

Thence N38°46'38"W, a distance of 1692.86 feet to the northeast corner of the parcel, located on the south line of East Second Street and being the Point of Beginning;

Thence S63°15'45"W, a distance of 124.06 feet to a point;

Thence S12°02'41"W, a distance of 337.58 feet to the southeast corner of the parcel;

Thence S87°22'25"W, a distance of 247.05 feet to a point;

Thence N86°07'38"W, a distance of 435.00 feet to a point;

Thence N18°02'11"E, a distance of 54.95 feet to the northwest corner of the parcel located on the south line of the Creekside Professional Center Addition;

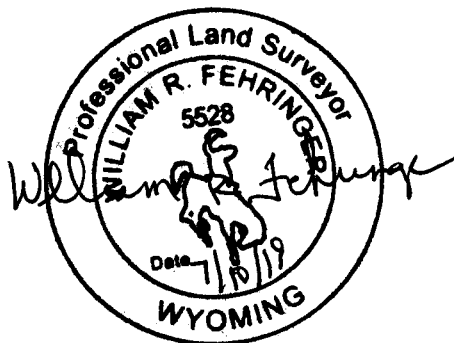
Thence southeast along the south line of the Creekside Professional Center Addition and the Park Ridge Medical Campus Addition No. 4, and a curve to the left having a radius of 6180.00 feet, through a central angle of 05°34'56", a distance of 602.11 feet, having chord bearing of S84°50'39"E, a distance of 601.87 feet to the southeast corner of the Park Ridge Medical Campus Addition No. 4;

Thence N02°21'53"E, along the east line of the Park Ridge Medical Campus Addition No. 4, a distance of 375.00 feet to the northeast corner of said Addition, located on the south line of East Second Street;

Thence southeast along the south line of East Second Street and a curve to the left having a radius of 5805.00 feet, through a central angle of 02°16'19", a distance of 230.18 feet, having a chord bearing of S88°46'16"E, a distance of 230.17 feet to the Point of Beginning.

The above described parcel contains 1.49 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from notes taken during actual surveys made by me or under my direct supervision between April, 2003 and April 2013, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

NW1/4SE1/4
SECTION 8

EAST SECOND STREET
(150' ROW)

R=5805.00
L=230.18'
Δ=216°19"
CH B=S88°46'16"E
CH L=230.17

POINT OF
BEGINNING

FND.
A.C.

CREEKSIDE
PROFESSIONAL CENTER

PARK RIDGE MEDICAL
CAMPUS ADDITION NO. 4

R=6180.00
L=602.11'
Δ=5°34'56"
CH B=S84°50'39"E
CH L=601.87

N2°21'53"E 375.00'

1.49 ACRES

S63°15'45"W
124.06'

N138°46'38"W
1692.86'

S11°15'09"W
362.00'

FND.
A.C.

N18°02'11"E
54.95'

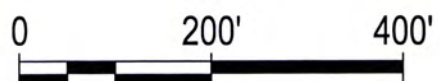
TOBIN
POND
AREA

SW1/4SE1/4
SECTION 8

N86°07'38"W 435.00'

S87°22'25"W 247.05'

SE1/4SE1/4
SECTION 8



SCALE: 1" = 200'



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com

EXHIBIT B
McMURRY BUSINESS PARK
OPEN SPACE AREA
SE1/4SE1/4 & SW1/4SE1/4
Section 8, T.33N., R.78W. 6TH P.M.
Natrona County, Wyoming
July, 2019
W.O. 13-31

M:\Land 2013\Engr_Dwg\13-31 McMURRY PUD GUIDELINES\OPEN SPACE AREA - BY POND.dwg, 7/10/2019, Bill

APPROVAL AS TO FORM

I have reviewed the attached *Warranty Deed from Eastgate Ranch, LLC, for 1.49 Acres of Open Space to the City of Casper, Natrona County, Wyoming*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: August 2, 2019.



Wallace Trembath III
Deputy City Attorney

RESOLUTION NO. 19-201

RESOLUTION ACCEPTING A WARRANTY DEED
FROM EASTGATE RANCH, LLC FOR 1.49 ACRES
OF OPEN SPACE TO THE CITY OF CASPER,
NATRONA COUNTY, WYOMING.

WHEREAS, pursuant to the Open Space Annexation Agreement and the McMurry Business Park PUD Guidelines (both as amended), Eastgate Ranch, LLC, agreed to convey 1.49 acres of open space to the City of Casper, Natrona County, Wyoming; and,

WHEREAS, Eastgate Ranch, LLC, has issued a Warranty Deed to convey the property described above; and,


WHEREAS, the Casper City Council finds that the Warranty Deed should be accepted by the City of Casper.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized, and the City Clerk to attest, this Resolution accepting a Warranty Deed from Eastgate Ranch LLC, as Grantor, conveying, 1.49 acres of open space to the City of Casper, Natrona County, Wyoming, as Grantee.

BE IT RESOLVED: That the Warranty Deed shall be recorded in the office of the Natrona County, Wyoming, Clerk.

PASSED, APPROVED, AND ADOPTED THIS _____ day of _____, 2019.

APPROVED AS TO FORM



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

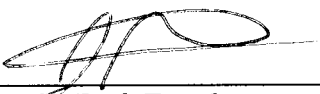
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Granite Peak Development Limited Partnership, a Wyoming limited partnership, "GRANTOR", for the consideration of TEN DOLLARS (\$10.00) in hand paid, the receipt of which is hereby acknowledged, CONVEYS AND WARRANTS to City of Casper, "GRANTEE", whose address is 200 N. David, Casper, Wyoming 82601, all Grantor's right, title, and interest, in and to the real property, situate within Natrona County, State of Wyoming, particularly described on "Exhibit A" attached hereto and incorporated herein by this reference for all purposes.

Grantor is releasing and waiving all rights under and by virtue of the homestead exemption laws of the state. This conveyance is subject to covenants, conditions, easements and encumbrances of record, if any.

WITNESS, the hand of the Grantor:

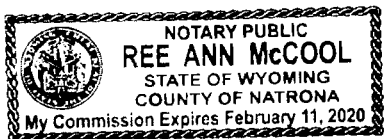
Dated this 13TH day of AUGUST, 2019.

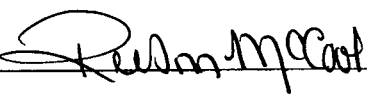
By: 
Granite Peak Development Limited Partnership
Joshua Jamison – Manager

STATE OF WYOMING)
)
COUNTY OF NATRONA)

This instrument was acknowledged before me on August 13, 2019 by Joshua Jamison as Manager of Granite Peak Development Limited Partnership.

(Seal)




Notary Public

My commission expires: Feb 11, 2020



EXHIBIT A
Business Park Open Spaces Association

A parcel of land situate in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7, the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 8 and the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 18, T.33N., R.78W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit A, Page 3 of 3, and by this reference made a part hereof and being more particularly described as follows:

Commencing at a found brass cap marking the E $\frac{1}{4}$ corner of said Section 7;

Thence S00°38'51"E, along the east line of said Section 7, a distance of 1458.24 feet to an aluminum cap being the Point of Beginning;

Thence N41°47'00"E, along the west line of the parcel and along the centerline of an access road that is the property line between lands owned by Business Park Open Spaces Association and East Elkhorn Ranch, LLC, a distance of 119.12 feet to an angle point;

Thence N52°14'00"E, continuing along the west line of the parcel and along the centerline of an access road, a distance of 360.30 feet to an angle point;

Thence N26°10'11"E, continuing along the west line of the parcel and along the centerline of an access road, a distance of 141.10 feet to an angle point;

Thence N30°25'11"E, continuing along the west line of the parcel and along the centerline of an access road, a distance of 233.70 feet to an angle point;

Thence N11°06'11"E, continuing along the west line of the parcel and along the centerline of an access road, a distance of 115.30 feet to the most northerly corner of the parcel, said point lies on the west right-of-way line of Morado drive in The Heights;

Thence in a southerly direction, along the east side of the parcel, said west right-of-way line, and along the arc of a true curve to the right having a radius of 590.50 feet, through a central angle of 02°03'46", an arc distance of 21.26 feet, said curve having a chord bearing of S01°01'53"E, a distance of 21.26 feet to the end of curve;

Thence S00°00'00"E, along the east line of the parcel and the west line of The Heights, a distance of 401.40 feet to an angle point;

Thence S41°34'39"W, continuing along the east line of the parcel and the west line of The Heights, a distance of 872.68 feet to a brass cap at an angle point;

Thence S15°37'30"W, continuing along the east line of the parcel and the west line of The Heights, a distance of 1492.94 feet to a brass cap at the southwest corner of The Heights;

Thence N90°00'00"E, along the south line of The Heights, a distance of 66.33 feet to an aluminum cap;

Thence S12°58'10"W, along the east line of the parcel, a distance of 450.22 feet to an aluminum cap;

Thence S18°49'07"W, continuing along the east line of the parcel a distance of 787.50 feet to an aluminum cap;

Thence S14°25'15"W, continuing along the east line of the parcel, a distance of 865.34 feet to an aluminum cap at the southeast corner of the parcel of land, said point lies on the north line of a parcel of land owned by Pacificorp;

Thence N74°27'37"W, along the south line of the parcel and the north line of said Pacificorp parcel, a distance of 225.67 feet to the southwest corner of the parcel and the northwest corner of said Pacificorp parcel, said point being referenced by a brass cap witness corner located S74°27'37"E, 20.00 feet from said corner;

Thence N14°21'25"E, along the west line of the parcel, and the centerline of an access road that is the property line between lands owned by Eastgate ranch, LLC and East Elkhorn Ranch, LLC, a distance of 869.64 feet to an aluminum cap;

Thence N18°49'07"E, continuing along said common line, a distance of 784.62 feet to an aluminum cap;

Thence N12°58'10"E, continuing along said common line, a distance of 378.37 feet to an aluminum cap;

Thence N03°30'33"W, continuing along said common line, a distance of 312.85 feet to an aluminum cap;

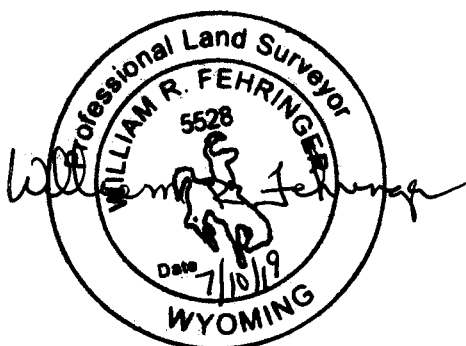
Thence N14°31'22"E, continuing along said common line, a distance of 856.88 feet to an aluminum cap;

Thence N34°19'10"E, continuing along said common line, a distance of 493.11 feet to an aluminum cap;

Thence N26°02'58"E, continuing along said common line, a distance of 246.31 feet to the Point of Beginning.

The parcel of land as described above contains 23.49 acres, and is subject to any and all rights of way and/or easements, reservations and encumbrances which have been legally acquired.

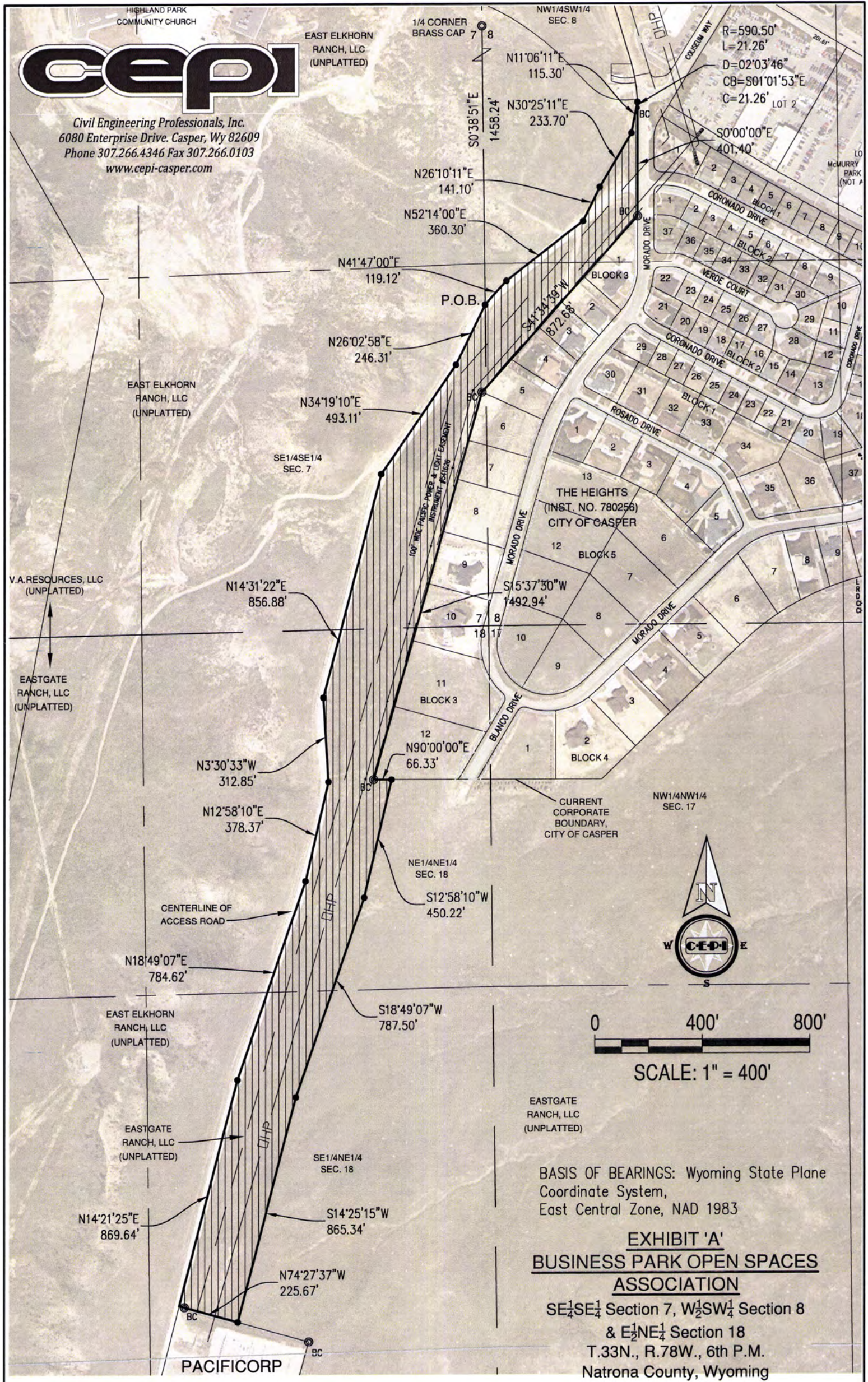
I hereby certify that this description was prepared by me, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com



BASIS OF BEARINGS: Wyoming State Plane
Coordinate System,
East Central Zone, NAD 1983

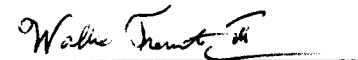
EXHIBIT 'A'
BUSINESS PARK OPEN SPACES
ASSOCIATION

SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 7, W $\frac{1}{2}$ SW $\frac{1}{4}$ Section 8
& E $\frac{1}{2}$ NE $\frac{1}{4}$ Section 18
T.33N., R.78W., 6th P.M.
Natrona County, Wyoming
October, 2016
W.O. 13-31

APPROVAL AS TO FORM

I have reviewed the attached *Warranty Deed from Granite Peak Development Limited Partnership, for 23.49 Acres of Open Space to the City of Casper, Natrona County, Wyoming*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: August 2, 2019.


Wallace Trembath III
Deputy City Attorney

RESOLUTION NO. 19-202

RESOLUTION ACCEPTING A WARRANTY DEED
FROM GRANITE PEAK DEVELOPMENT LIMITED
PARTNERSHIP FOR 23.49 ACRES OF OPEN SPACE
TO THE CITY OF CASPER, NATRONA COUNTY,
WYOMING.

WHEREAS, pursuant to the Open Space Annexation Agreement and the McMurry Business Park PUD Guidelines (both as amended), Granite Peak Development Limited Partnership agreed to convey 23.49 acres of open space to the City of Casper, Natrona County, Wyoming; and,

WHEREAS, Granite Peak Development Limited Partnership has issued a Warranty Deed to convey the property described above; and,

WHEREAS, the Casper City Council finds that the Warranty Deed should be accepted by the City of Casper.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized, and the City Clerk to attest, this Resolution accepting a Warranty Deed from Granite Peak Development Limited Partnership, as Grantor, conveying, 23.49 acres of open space to the City of Casper, Natrona County, Wyoming, as Grantee.

BE IT RESOLVED: That the Warranty Deed shall be recorded in the office of the Natrona County, Wyoming, Clerk.

PASSED, APPROVED, AND ADOPTED THIS ____ day of _____, 2019.

APPROVED AS TO FORM



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Natrona Land Holdings LLC, a Wyoming limited liability company, "GRANTOR", for the consideration of TEN DOLLARS (\$10.00) in hand paid, the receipt of which is hereby acknowledged, CONVEYS AND WARRANTS to City of Casper, "GRANTEE", whose address is 200 N. David, Casper, Wyoming 82601, all Grantor's right, title, and interest, in and to the following real property, situate within Natrona County, State of Wyoming, particularly described as;

Lot 8, Park Ridge Medical Campus No. 2 specifically described on "Exhibit A" attached hereto and incorporated herein by this reference for all purposes.

Grantor is releasing and waiving all rights under and by virtue of the homestead exemption laws of the state. This conveyance is subject to covenants, conditions, easements and encumbrances of record, if any.

WITNESS, the hand of the Grantor:

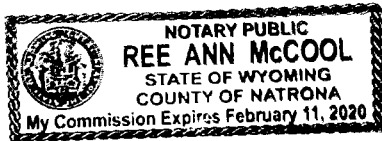
Dated this 13TH day of AUGUST, 2019.

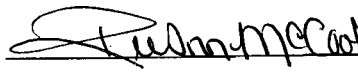
By: 
Natrona Land Holdings LLC
Joshua Jamison – Manager

STATE OF WYOMING)
)
COUNTY OF NATRONA)

This instrument was acknowledged before me on August 13, 2019 by Joshua Jamison as Manager of Natrona Land Holdings LLC.

(Seal)




Notary Public

My commission expires: Feb 11, 2020



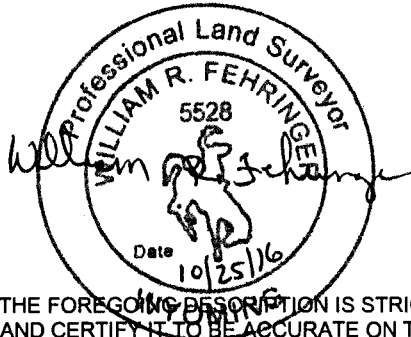
EXHIBIT "A"
LOT 8, PARK RIDGE MEDICAL CAMPUS NO. 2

A parcel of land situate within the NE¼SE¼ and the SE¼NE¼ of Section 8, T.33N., R.78W., 6th P.M., Natrona County, Wyoming, as shown on page 2, attached hereto and by this reference made a part hereof, being more particularly described as follows:

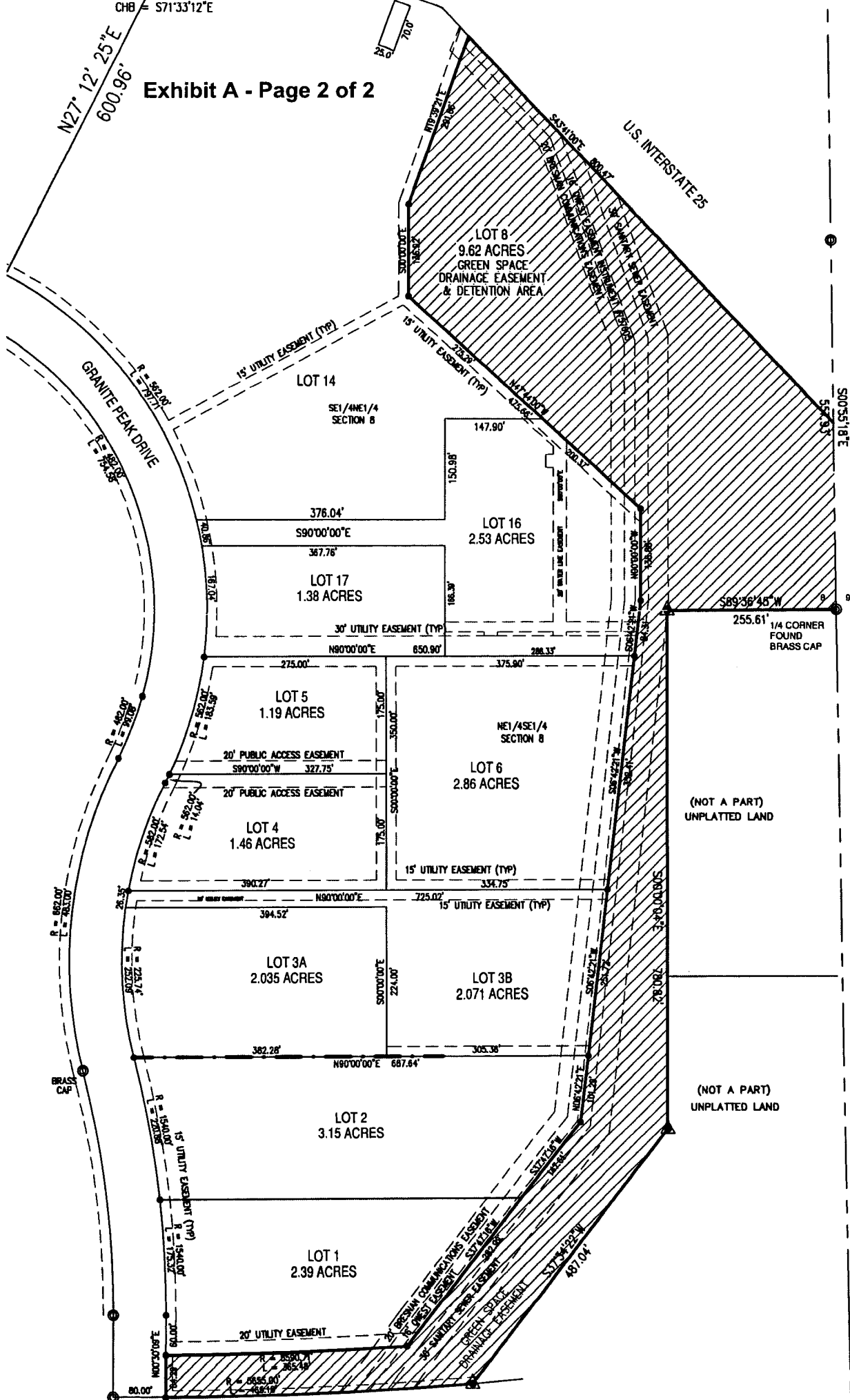
Lot 8, Park Ridge Medical Campus No. 2 Addition to the City of Casper, recorded as Instrument No. 805996, Excepting therefrom any portion deeded to the Wyoming Department of Transportation.

The above described parcel contains 9.62 acres, more or less, and is subject to any rights-of-way and/or easements, reservations, and encumbrances which have been legally acquired.

I hereby certify that this description was prepared by and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.



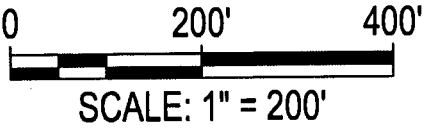
BLOCK 5
BROOKS-HAT SIX
INDUSTRIAL PARK
(NOT A PART)

(NOT A PART)
UNPLATTED LAND

(NOT A PART)
UNPLATTED LAND

CURVE DATA
L = 545.18'
R = 5655.00'
D = 05°31'25"
CH = 544.97'
CHB = S88°08'30"W

BASIS OF BEARINGS: Wyoming State Plane
Coordinate System,
East Central Zone, NAD 1983



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com



Lot 8, Park Ridge Medical Campus No. 2
Portion of NE 1/4 SE 1/4 & SE 1/4 NE 1/4
Section 8, T.33N., R.78W., 6th P.M.
Natrona County, Wyoming
October, 2016
W.O. 13-31

M:\land 2013\Engr_Dwg\13-31_McMURRY PUD GUIDELINES\LOT 8 PARK RIDGE.dwg, 10/25/2016, Bill

APPROVAL AS TO FORM

I have reviewed the attached *Warranty Deed from Natrona Land Holdings LLC, 9.62 Acres of Open Space to the City of Casper, Natrona County, Wyoming*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: August 2, 2019.



Wallace Trembath III
Deputy City Attorney

RESOLUTION NO. 19-203

RESOLUTION ACCEPTING A WARRANTY DEED
FROM NATRONA LAND HOLDINGS, LLC, FOR 9.62
ACRES OF OPEN SPACE TO THE CITY OF CASPER,
NATRONA COUNTY, WYOMING.

WHEREAS, pursuant to the Open Space Annexation Agreement and the McMurry Business Park PUD Guidelines (both as amended), Granite Peak Development Limited Partnership agreed to convey 9.62 acres of open space to the City of Casper, Natrona County, Wyoming; and,

WHEREAS, Natrona Land Holdings, LLC, is the successor in interest to the 9.62 acres of open space from Granite Peak Development Limited Partnership; and,

WHEREAS, Natrona Land Holdings, LLC, has issued a Warranty Deed to convey the property described above; and,

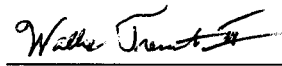
WHEREAS, the Casper City Council finds that the Warranty Deed should be accepted by the City of Casper.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized, and the City Clerk to attest, this Resolution accepting a Warranty Deed from Natrona Land Holdings, LLC, as Grantor, conveying, 9.62 acres of open space to the City of Casper, Natrona County, Wyoming, as Grantee.

BE IT RESOLVED: That the Warranty Deed shall be recorded in the office of the Natrona County, Wyoming, Clerk.

PASSED, APPROVED, AND ADOPTED THIS _____ day of _____, 2019.

APPROVED AS TO FORM




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

August 26, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Tim Cortez, Director of Parks and Recreation 
Chris Smith, Superintendent of Hogadon Ski Area

SUBJECT: Memorandum of Understanding – Hogadon Night Skiing

Meeting Type & Date
Regular Council Meeting
October 1, 2019

Action type
Resolution

Recommendation

That Council adopt, by resolution, an MOU between Friends of Hogadon and the City of Casper. This MOU will pertain to the Hogadon Night Skiing Project and allow the City to accept the gift of infrastructure to allow for night skiing at Hogadon Basin under the conditions set forth.

Summary

In 2017, John Lutz and the Friends of Hogadon asked the City if they could gift a lighting project to Hogadon Ski Area. The lighting project would light at least two slopes (Boomerang and Park) for the purposes of night skiing. The total construction cost of the project is between \$385K and \$405K. The total amount raised by the Friends of Hogadon to this date is \$410K.

This MOU will assure the City receives infrastructure that is built to the standards set forth in the Comprehensive Plan. By doing this, there will be adequate lighting to provide a safe skiing area at night. Furthermore, the MOU allows the Friends of Hogadon to be held harmless after the gift is received. There are other stipulations within the MOU and plan but those are the two main items.

A local philanthropist has agreed to backstop any operational losses, up to \$60K per year, for the next three years. City staff feels this amount of time would allow us to collect the data to determine if night skiing is sustainable.

It is the full intent of staff to ensure subsidy requirements do not increase for the facility. If the night skiing operations were not economically feasible, the lights would only be used when revenue is expected to exceed expenses.

Financial Considerations

The full amount of construction costs are being provided for by the Friends of Hogadon. Any operational costs will have a privately funded backstop up to \$60K per year for three years. This amount of backstop is a worst-case scenario and staff feels it is more than adequate.

Oversight/Project Responsibility

Tim Cortez, Director of Parks and Recreation
Chris Smith, Superintendent of Hogadon Ski Area

Attachments

Resolution
Memorandum of Understanding
Comprehensive Plan for Night Skiing

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, entered into as of this 1st day of October, 2019, by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, and the Friends of Hogadon (“Donor”), 152 North Durbin Street, Suite 320, Casper, Wyoming 82601.

WITNESSETH:

The City of Casper, Wyoming, is the owner of real property generally described as the Hogadon Ski Area.

The Friends of Hogadon desire to donate lighting at Hogadon Ski Area to promote nighttime skiing activities.

The City of Casper agrees to accept the donation subject to the following conditions:

Lighting shall be at least of the quality, standards, and specifications of the “Comprehensive Plan” attached as Exhibit “A” or better, in the sole discretion and judgment of the City of Casper.

Lighting shall meet all ski and lighting industry standards for safety and functionality.

Donor shall be responsible for installation of the lighting in compliance with all applicable safety and functionality standards and subject to approval of the City of Casper.

Donor shall ensure that the City of Casper is provided with a Warranty of ten (10) years covering the design, materials, workmanship, and installation of the lighting.

The City of Casper will maintain the lighting once installed to its satisfaction.

Donor shall reimburse the City of Casper for increased electric utility costs due to the lighting and increased ski area operational costs due to the extended operational hours attributable to the lighting for three (3) years from the date of the first use of the lighting. This reimbursement obligation is limited to Sixty Thousand Dollars (\$60,000.00) per year for three (3) years.

During the installation, donor will ensure all contractors involved in the project have automobile, builders’ risk and commercial general liability insurance naming the Friends of Hogadon and the City of Casper as additional insured with at least \$250,000/\$500,000 limits. Said insurance shall remain in effect through the contractors’ labor and installation warranty periods. Workers’ compensation shall also be provided by the contractor in statutory amounts.

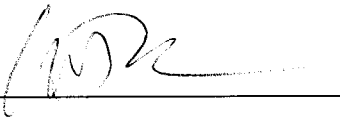
Upon acceptance by the City of the lighting and its installation, Donor shall be released from liability for any events occurring at the site of the lighting installation at the Hogadon Ski Area.

The City of Casper 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.

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

IN WITNESS WHEREOF, the City of Casper, Wyoming and the Friends of Hogadon have executed this Memorandum of Understanding as of the date first above written.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

FRIENDS OF HOGADON

Ray Bader
Friends of Hogadon



Hogadon Night Skiing & Snowboarding Project

COMPREHENSIVE PLAN

KELLY BOYLE
PROJECT MANAGER
AUGUST 2019

Night Skiing & Snowboarding at Hogadon Ski Basin

To provide the community of Casper, as well as the surrounding regions, with the opportunity to participate in night skiing and snowboarding throughout the week!

- Establish lighting infrastructure on two of Hogadon's main runs, 'Park Avenue' and 'Boomerang' for night skiing & snowboarding.
- Also, establish lighting infrastructure on the beginner hill, 'Bunny', as well as the chairlift and a portion of the parking lot.
- Projected to complete the project in time for the 2019-2020 ski season.

PROJECT LEADERSHIP ROLES & RESPONSIBILITIES

John F. Lutz Jr. – as Project Director, John serves as primary fund raiser and general project overseer. John will continue to help the Hogadon Night Skiing & Snowboarding Project stay on track to be funded and completed for the 2019-2020 ski season. John will continue to help oversee many aspects of the project going forward.

Kelly Boyle – Owner of City Service Electric, is the Project Manager, officially leading the implementation and installation of the Hogadon Night Skiing & Snowboarding Project. His company will be doing the entire electrical infrastructural buildout of the project, as well as overseeing any other contractors involved with the project going forward. His company will fully insure their electrical for the project.



TorcSill – District Manager, Greg Roper and Business Developer, Bob McGee, will contract for the installation of 45 light pole foundations. Their process will include establishing 45 helical piling systems to be used for the foundation of each lighting pole. TorcSill will provide Professional Engineering foundational design, insure the load capacity, ensure the installation safety and as well as any damage to machinery, soil or ground conditions.



Ray Bader – Board Member of Friends of Hogadon (a non-profit 501 c 3 entity). Ray will continue to receive and deposit all contributions made on behalf of the Hogadon Night Skiing & Snowboarding Project. He will also continue to distribute funds, for the various expenses incurred by the project, as the ordering of materials and construction phases move forward.

Tim Cortez – Manager of the City of Casper Parks & Recreations Division. Tim will continue to be the person in charge of the entire project, as well as the liaison between all entities connected with the project, the City Manager and the Casper City Council.

Chris Smith – Manager of the Hogadon Ski Basin. Chris will guide and assist the construction phase of the Hogadon Night Skiing & Snowboarding Project. He will work with Kelly Boyle and TorcSill with the implementation of the lighting foundations, the electrical and the final testing of the lights.

Ultra-Tech Lighting – Sales Representative & Executive Officer, Philip Gotthelf, will be overseeing the manufacturing and delivery of the outdoor lighting. They will be responsible for providing approximately 205 magnetic induction, 'lumentec', 100,000 hours, 'Snow-Bright' lamps for the Hogadon Night Skiing & Snowboarding Project. Each lamp will have a 10-year warranty behind it. Their product has been designed for the exact application of night skiing.

LightMart.com – Sales Representative Amy Bartz has quoted the materials needed for the project, to include the wind sustainability for the light poles to be 120 mph. They guarantee their light poles and brackets for 10 years.

Tube Pro Inc. Sales Representative, Bill Pawson, has quoted the delivery of 45 Closed Cell Foam Post Pads with Straps to pad our light poles. The Tube Pro Padding is used by the major ski resorts in the country, include Vail Resorts.



Phase I: Test Run

TorcSill has agreed to secure five helical pile systems, in various locations, across the Hogadon Ski Basin, in order to conduct a test run of the viability of their product. Their goal with the test run of five helical pile foundations, is to secure the probability of a successful outcome for the entire project. By gauging the success rate of the five preliminary foundations, we will determine how the TorcSill foundations, in various soil conditions, will perform.

- This test application is planned to be completed by the first half of August 2019.
- The five locations will be chosen by Chris Smith, from the designated locations mapped out by Kevin Schilling P.E.
- TorcSill to complete the drilling and establishing of (5) helical piles successfully.
- The City Council provides final approval for the project to move forward.

Phase II: Ordering of Materials

Phase I has been successfully completed as of 8.20.2019. The project will plan to move forward as scheduled. Phase II is now underway, to include the following:

- Order the remaining 40 helical pile systems through TorcSill, with a planned 1-2-week delivery, arriving at the end of August 2019, to be installed within the first week of September 2019.
- Order the fiberglass light poles, light fixtures & brackets, scheduled to arrive 5-7 weeks from the order date; arrive at Hogadon Ski Basin by the end of September

2019. These materials will plan to be staged at a designated area at or near Hogadon Ski Basin, determined by the City of Casper.

- Kelly Boyle of City Service Electric, the Project Manager, will order all the materials needed for the electrical buildout. Most of the materials needed are on location in Casper, WY. There may require the need to order some additional materials, which would require a 2-3-week delivery time. Kelly will also plan the machinery, equipment and personal needed for the light pole installation and electrical buildout.
- Maintain a minimum of One Foot Candle of lighting throughout the designated lighted slopes of the project.
- Tube Pro Inc. order the Protective Closed Cell Foam Post Pads with Straps (ANSI Standard), to be delivered within 4-7 weeks.
- Out-of-Bounds Barriers assist in the design of out-of-bound night skiing areas.
- Help design an emergency plan with the City of Casper and the Hogadon Ski Patrol, in the event of full loss of power to Hogadon Ski Basin while Night Skiing is in session.
- Solar lighting for added emergency safety purposes, at designated locations, per emergency requirements yet to be determined.

Phase III: Lighting Infrastructure Installation & Buildout

1. TorcSill will install the helical pile foundations, according to the Electrical Design Associates engineered drawing. Estimated completion within 7 days from their arrival.
2. The electrical buildout, to include trenching and wiring to each light pole location from power source, will be installed by City Service Electric. To begin directly after the helical piles are installed, in preparations for the arrival of the light poles, lights and the brackets.
3. The light poles, lights and brackets would arrive within 4-5 weeks after the foundations are completed.
4. City Service Electric will continue their electrical buildout once the light poles, light brackets and light fixtures arrive.
5. City Service Electric will also establish lighting in strategic locations around the three main building structures, which are: the Hogadon Lodge, the Ski Patrol Building and the CMR Building, to help light the parking lot as requested by the City of Casper. The main parking lot lighting will be completed by the City of Casper at the time of paving a portion of the Hogadon parking lot, as instructed by Tim Cortez. (Funding not included in this project).
6. Emergency Solar Lighting will be established at strategic locations along each ski run utilized for night skiing, for added safety purposes. Design to follow.

7. ANSI Standard Protective padding will be mounted and established to each light pole, in the color yellow, for the safety of Hogadon's skiers and snowboarders.
8. Out-of-Bounds Barriers assist in the installation of out-of-bound barriers for night skiing areas.
9. Once Phase III of the project infrastructure buildout is completed, testing and inspections will follow. If weather does not permit a safe and quality buildout, there will be no liquidated damages, and the project installation will be postponed to Spring of 2020.

Project Estimated Materials & Quantities

Quantity	Materials
45	Fiberglass Poles
34	3-Arm Light Pole Brackets
11	4-Arm Light Pole Brackets
1	4-Arm Wooden Pole Bracket
19	14-Inch One Arm Wall Bracket
195	Ultra-Tech Lights
Elect. Est.	City Service Electric
45	TorcSill Helical Pile & Installation
45	Tube Pro Pole Pad

Operational Expenses

The annual operational expenses for night skiing at Hogadon Ski Basin have been determined to be \$60,000/ per season. If there should be any revenue shortfall, Gail Zimmerman and The Family Foundation will cover any deficit below \$60,000 for the first three years.

Project Conclusion

Under expected conditions, we believe that these goals and objects will be achieved, to bring night skiing and snowboarding to Hogadon Ski Basin for the 2019-2020 Ski Season! Since there are many variables that exist in a project such as this, we must meet every challenge with resolve, knowing that together we can accomplish our goals!

RESOLUTION NO. 19-204

A RESOLUTION ESTABLISHING A MEMORANDUM OF UNDERSTANDING BETWEEN THE FRIENDS OF HOGADON AND THE CITY OF CASPER FOR THE HOGADON NIGHT SKIING PROJECT.

WHEREAS, the City of Casper has established criteria for accepting of an infrastructure gift at Hogadon Ski Area for the purposes of night skiing; and,

WHEREAS, the City of Casper desires to obtain a lighting product that is safe and meets all current applicable standards; and,

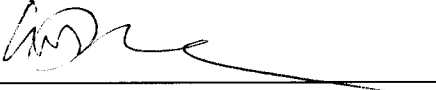
WHEREAS, the City of Casper will not incur any construction costs; and,

WHEREAS, the Friends of Hogadon will pay for the first sixty thousand dollars (\$60,000) in operational losses for the next three (3) years.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: The Memorandum of Understanding is in place for the Night Skiing Project at Hogadon Basin Ski Area, effective October 1, 2019.

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

September 16, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Tim Cortez, Director of Parks and Recreation 
BLu McGrath, Ice Arena Supervisor
SUBJECT: CAHC Lease Amendment No. 1

Meeting Type & Date
Regular Council Meeting
October 1, 2019

Action type
Resolution

Recommendation

That Council adopt, by resolution, an amendment to the agreement between the Casper Amateur Hockey Club (CAHC) and the City of Casper. This amendment will pertain to the use of the modular building attached to the Casper Ice Arena.

Summary

The Casper Bobcats have decided not to have their team in the upcoming hockey season. As a result, the Bobcat owners have transferred ownership of their modular building which is attached to the ice arena to the CAHC.

The City of Casper does not own the modular building but it is regulated by a lease since it is located on City property. As such, an amendment must be attached to the CAHC lease so the same conditions can apply to the building should it need to be removed.

Financial Considerations

Any repairs to the structure are the responsibility of CAHC.
If the building is removed, the associated expenses are the responsibility of CAHC.

Oversight/Project Responsibility

Tim Cortez, Director of Parks and Recreation
BLu McGrath, Ice Arena Supervisor

Attachments

Resolution
Amendment No.1

AMENDMENT NO. 1 TO LEASE AGREEMENT

15th This Amendment to the Lease Agreement ("Amendment") is entered into on this day of October, 2019, by and between the following parties:

1. The City of Casper of Casper, Wyoming ("City"), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Casper Amateur Hockey Club, a Wyoming non-profit corporation ("CAHC"), located in Natrona County, Wyoming.

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

RECITALS

A. On August 15, 2017, the City and CAHC entered into a *Lease Agreement* for Casper Ice Arena.

B. On July 3, 2018, the City and Wyoming Sports Management, LLC (WSM) entered into a separate *Lease Agreement* for Casper Ice Arena, whereby WSM built an 82 foot long x 20 foot wide portable building, which was used as a locker room during scheduled games and practice times.

C. WSM was responsible for the installation, set-up, utilities, maintenance and removal of the portable building, all in accordance with City standards and codes.

D. WSM is not leasing the Casper Ice Arena this year, and the Casper Amateur Hockey Club (CAHC) would like to take ownership of, and use the portable building.

E. On the 31st day of August, 2019 WSM transferred ownership of the portable building to CAHC.

F. This Amendment adds language to the City's Lease Agreement with CAHC to allow for the use of the portable building, under similar terms and conditions that applied to WSM in its Lease Agreement with the City

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Lease with CAHC as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment.

2. AMENDMENT TO ADD SECTION 16. Locker Room

Section 16 shall be added as follows:

16. Locker Room. CAHC shall be permitted to provide a portable building (locker room), not to exceed 82 feet long by 20 feet wide, on the cement pad located to the south of the exterior exit door nearest the southwest corner of the Ice Arena. Access from the Ice Arena to the portable building shall be from Locker Room #6. CAHC will have access to the Arena from the portable building during scheduled game and practice times. CAHC shall be solely responsible for the installation, set-up, removal and utilities for the portable building. The portable building must be in compliance with all City of Casper building codes and related ordinances, and maintained in a condition as to add value to the City property, all subject to the approval of the City Manager or his designee. If CAHC materially breaches any part of this Section 16, the City may, at its sole discretion require the immediate removal of the portable building by CAHC at CAHC's sole cost and expense, and CAHC shall cap all utilities at ground level, reseed any disturbed ground and remove all of its materials.

3. AMENDMENT TO ADD SECTION 17. Improvements.

Section 17 shall be added as follows:

17. Improvements: CAHC will complete the following improvements before May 31, 2020:

- a. Paint the exterior walls reddish-brown to match the brick color of the ice arena or install a matching brick facade.
- b. Replace the north exit stairs.
- c. Remove 2-inch wood strips from the north exterior wall.
- d. Add matching siding over plywood filler on north exterior wall.
- e. Repair, replace and paint all dilapidated or absent skirting and/or molding—entire perimeter.
- f. Install walls to separate the toilet from the shower room.

4. AMENDMENT TO ADD SECTION 18. Removal and Restoration.

Section 18 is added as follows:

18. Removal and Restoration. At the termination of this Lease Agreement, CAHC will, at its sole cost and expense, remove the portable building referred to in the preceding section and will cap all utilities at ground level, reseed any disturbed ground and remove all of its materials.

5. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

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

APPROVED AS TO FORM

Fleur D. Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

CASPER AMATEUR HOCKEY CLUB
A Wyoming Non-profit Corporation

By: _____

By: *Pat Bower*

Printed Name: _____

Printed Name: *Pat Bower*

Title: _____

Title: *CAHC board Director*

RESOLUTION NO.19-205

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE LEASE AGREEMENT BETWEEN THE CITY OF CASPER AND THE CASPER AMATEUR HOCKEY CLUB.

WHEREAS, on August 15, 2017, the City and CAHC entered into a *Lease Agreement* for Casper Ice Arena; and,

WHEREAS, on July 3, 2018, the City and Wyoming Sports Management, LLC (WSM) entered into a separate *Lease Agreement* for Casper Ice Arena, whereby WSM built an 82 foot long x 20 foot wide portable building, which was used as a locker room during scheduled games and practice times; and,

WHEREAS, WSM was responsible for the installation, set-up, utilities, maintenance and removal of the portable building, all in accordance with City standards and codes; and,

WHEREAS, WSM is not leasing the Casper Ice Arena this year, and the Casper Amateur Hockey Club (CAHC) would like to take ownership of, and use the portable building; and,

WHEREAS, on the 31st day of August, 2019 WSM transferred ownership of the portable building to CAHC; and,

WHEREAS, Amendment No.1 adds language to the City's Lease Agreement with CAHC to allow for the use of the portable building, under similar terms and conditions that applied to WSM in its Lease Agreement with the City.

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, Amendment No. 1 to the Lease Agreement between the City of Casper, Wyoming, and the Casper Amateur Hockey Club, under the terms and conditions therein.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

September 16, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Fleur Tremel, Assistant to the City Manager/Clerk
SUBJECT: Authorizing Amendment No. 1 to the Agreement with Platte River Trails Trust and Amendment No. 1 to the Agreement with Central Wyoming Senior Services, Inc.

Meeting Date & Type:

October 1, 2019
Council Meeting

Action Type:

Resolutions

Recommendation:

That Council, by resolutions, approve the contract amendments No. 1 to the Agreement with Platte River Trails Trust and Amendment No. 1 to the Agreement with Central Wyoming Senior Services, Inc.

Summary:

In 2014, the Casper City Council, after consideration of proposals submitted for the use of the Optional 1% #15 Sales Tax Special Projects Funds, approved contracts for the expenditure of said funds. Then the Optional 1% #15 Sales Tax was approved by the voters of Natrona County in November, 2014.

Two of the entities which were granted money in this 1% #15 allocation were the Platte River Trails Trust and Wyoming Central Senior Services, Inc. (the Senior Center). The Platte River Trails Trust contract was for \$767,544 for trail related projects. The Senior Center contract was for \$534,296 for the remodel and upgrade of the city-owned building at 1831 East 4th Street, which would include the dining room, entrance and other areas.

In the original contracts, the Platte River Trails Trust and the Senior Center were set to terminate in 2019. However, prior to the end of their contract, they requested that the funds which remained to be carried over to FY20. In order to do that, it is necessary to amend their contracts for the use of 1% #15 Sales Tax.

Financial Considerations

None, the financial impact of these extensions was already budgeted into FY20.

Project Oversight:

Fleur Tremel, Assistant to the City Manager

Attachments

Contract Amendments
Resolutions

**AMENDMENT NO. 1 TO THE CONTRACT
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this 1st day of October, 2019 by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.

2. Platte River Trails Trust, P.O. Box 1228, Casper, Wyoming 82601 (hereinafter referred to as “Contractor”).

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

RECITALS

A. On June 2, 2015, the City and Contractor entered into a *Contract for Professional Services* (“Contract”) for the use of Optional 1%#15 Sales Tax funds provided by City solely for the Senior Center.

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

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment.

2. AMENDMENT TO PART I – AGREEMENT, SECTION 2. TIME OF PERFORMANCE.

The TIME OF PERFORMANCE Section which says “Contractor shall complete the terms of this agreement no later than June 30, 2019,” is deleted in its entirety and replaced with the following:

“Contractor shall complete the terms of this agreement no later than October 31, 2020.”

3. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

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

RESOLUTION NO.19-206

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH PLATTE RIVER TRAILS TRUST, FOR USE OF OPTIONAL 1%#15 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#15 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on May 5, 2015, approved the projects and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#15 Sales Tax was approved by the voters of Natrona County in November, 2014; and,

WHEREAS, the Platte River Trails Trust wishes to amend its contract for the use of 1%#15 Sales Tax.

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 City Clerk to attest, an amendment to the agreement with Platte River Trails Trust, under terms and conditions more specifically delineated in the amendment.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

September 16, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Fleur Tremel, Assistant to the City Manager/Clerk
SUBJECT: Authorizing Amendment No. 1 to the Agreement with Platte River Trails Trust and Amendment No. 1 to the Agreement with Central Wyoming Senior Services, Inc.

Meeting Date & Type:

October 1, 2019
Council Meeting

Action Type:

Resolutions

Recommendation:

That Council, by resolutions, approve the contract amendments No. 1 to the Agreement with Platte River Trails Trust and Amendment No. 1 to the Agreement with Central Wyoming Senior Services, Inc.

Summary:

In 2014, the Casper City Council, after consideration of proposals submitted for the use of the Optional 1% #15 Sales Tax Special Projects Funds, approved contracts for the expenditure of said funds. Then the Optional 1% #15 Sales Tax was approved by the voters of Natrona County in November, 2014.

Two of the entities which were granted money in this 1% #15 allocation were the Platte River Trails Trust and Wyoming Central Senior Services, Inc. (the Senior Center). The Platte River Trails Trust contract was for \$767,544 for trail related projects. The Senior Center contract was for \$534,296 for the remodel and upgrade of the city-owned building at 1831 East 4th Street, which would include the dining room, entrance and other areas.

In the original contracts, the Platte River Trails Trust and the Senior Center were set to terminate in 2019. However, prior to the end of their contract, they requested that the funds which remained to be carried over to FY20. In order to do that, it is necessary to amend their contracts for the use of 1% #15 Sales Tax.

Financial Considerations

None, the financial impact of these extensions was already budgeted into FY20.

Project Oversight:

Fleur Tremel, Assistant to the City Manager

Attachments

Contract Amendments
Resolutions

**AMENDMENT NO. 1 TO THE CONTRACT
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this 15 day of October, 2019 by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.

2. Central Wyoming Senior Services, Inc., 1831 East 4th, Casper, Wyoming 82601 (hereinafter referred to as “Contractor”).

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

RECITALS

A. On June 2, 2015, the City and Contractor entered into a *Contract for Professional Services* (“Contract”) for the use of Optional 1%#15 Sales Tax funds provided by City solely for the Senior Center.

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

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment.

2. AMENDMENT TO PART I – AGREEMENT, SECTION 2. TIME OF PERFORMANCE.

The TIME OF PERFORMANCE Section which says “Contractor shall complete the terms of this agreement no later than June 30, 2019,” is deleted in its entirety and replaced with the following:

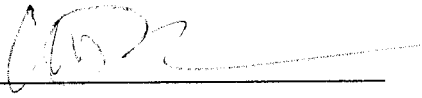
“Contractor shall complete the terms of this agreement no later than June 30, 2020.”

3. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

CONTRACTOR
Central Wyoming Senior Services, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

RESOLUTION NO.19-207

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH CENTRAL WYOMING SENIOR SERVICES, INC., FOR USE OF OPTIONAL 1%#15 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#15 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on May 5, 2015, approved the projects and committed said funds to the projects recommended; and,


WHEREAS, the Optional 1%#15 Sales Tax was approved by the voters of Natrona County in November, 2014; and,

WHEREAS, the Central Wyoming Senior Services, Inc. wishes to amend its contract for the use of 1%#15 Sales Tax.

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 City Clerk to attest, an amendment to the agreement with Central Wyoming Senior Services, Inc., under terms and conditions more specifically delineated in the amendment.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2019.

APPROVED AS TO FORM:





ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D Tremel
City Clerk

Charles Powell
Mayor

September 19, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Tim Cortez, Director of Parks and Recreation 
SUBJECT: Amendment No. 4 to Boys and Girls Club Lease

Meeting Type & Date
Regular Council Meeting
October 1, 2019

Action type
Resolution

Recommendation
That Council adopt, by resolution, an amendment authorizing the release of the Casper Skate Park from the Lease Agreement with the Boys and Girls Club of Central Wyoming.

Summary
On October 1, 2002, the Boys and Girls Club of Central Wyoming entered into a 25 year lease agreement for the land the current facility resides on which is owned by the City of Casper. The Casper Skate Park also resides on the property at this location.

Over the years, the maintenance, liability, and overall ownership of the skate facility has been unclear to different administrations. The Boys and Girls Club and City staff would like to make it unambiguous by writing the property out of their lease so it is clearly the City's responsibility, which it always has been.

The Boys and Girls Club will continue to help us monitor the property and be a valuable partner in the community.

Financial Considerations
None.

Oversight/Project Responsibility
Tim Cortez, Director of Parks and Recreation

Attachments
Resolution
Amendment No. 4 to the Lease Agreement
Survey Information
Map

AMENDMENT NO. 4 OF LEASE AGREEMENT

This Amendment No. 4 of Lease Agreement is entered into this 1st day of October, 2019, between the City of Casper, Wyoming, a municipal corporation, whose principal offices are located at 200 N. David, Casper, Wyoming 82601, hereinafter referred to as "Lessor," and Boys and Girls Clubs of Central Wyoming Endowment Foundation, Inc., a Wyoming non-profit corporation, 1701 East K Street, Casper, Wyoming 82601, hereinafter referred to as "Lessee," the Lessor and Lessee collectively referred to as the "Parties."

RECITALS

WHEREAS, the Lessor entered into a Lease Agreement, dated October 1, 2002, (the "Lease Agreement"), with the Boys and Girls Clubs of Central Wyoming as the original Lessee therein (later amended to the Boys and Girls Clubs of Central Wyoming, Inc.) wherein Lessor leased to said Lessee a tract of land as described therein for an initial term of twenty-five (25) years; and,

WHEREAS, the Parties, subsequent to entering into the Lease Agreement, entered into three amendments of the Lease Agreement, the first amendment being an "Amendment of Lease Agreement and Consent to Assignment" entered into on November 4, 2003, hereinafter referred as the "Amendment No. 1"); an "Amendment No. 2 of Lease Agreement" being entered into on March 6, 2012, (hereinafter referred to as Amendment No. 2), and an "Amendment No. 3 of Lease Agreement" being entered into on October 1, 2013, (hereinafter referred to as "Amendment No. 3"), said amendments being incorporated herein at this point as if fully set forth; and,

WHEREAS, Amendment No. 1 (to which a copy of the Lease Agreement was attached) was recorded in the real estate records of Natrona County as Instrument Number 730492 on November 7, 2003, with Amendment No. 2 being recorded in the real estate records of Natrona County as Instrument Number 924222 on March 7, 2012, with Amendment No. 3 being recorded in the real estate records of Natrona County as Instrument Number 959882 on October 2, 2013; and,

WHEREAS, the Boys and Girls Clubs of Central Wyoming, Inc., has, with the consent of the Lessor, assigned all of its right, title and interest in and to the Lease Agreement as amended to the Boys and Girls Clubs of Central Wyoming Endowment Foundation, Inc., which is now the current Lessee under the Lease Agreement as amended; and,

WHEREAS, the Parties desire to amend the Lease Agreement (as previously amended) by removing the portion of the leased property that is currently used as a skateboard park.

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

ARTICLE I: INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein at this point as if fully set

forth.

ARTICLE II. LEGAL DESCRIPTION AMENDMENT

The Parties now hereby amend Article I of the Lease Agreement as previously amended, to substitute the following legal description for the legal description set forth therein to define the real property being leased by the Lessee:

LOT 1 OF THE FIELD OF DREAMS ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING; EXCEPTING THEREFROM THE PORTION OF LOT 1 THAT IS CURRENTLY USED AS A CITY OF CASPER SKATEBOARD PARK AND THAT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT A, WHICH IS ATTACHED HERETO AND MADE A PART OF THIS AMENDMENT NO. 4.

Said parcel being subject to any and all reservations, easements and rights of way, or servitudes of record or as may otherwise exist.

ARTICLE III: RATIFICATION OF LEASE AGREEMENT AS PREVIOUSLY AMENDED

The Parties hereby ratify the Lease Agreement, dated October 1, 2002, as previously amended and as further amended hereby. All other terms and conditions of the Lease Agreement as previously amended, not otherwise amended hereby shall remain unchanged and shall remain in full force and effect between the Parties.

This Amendment No. 4 of Lease Agreement shall be recorded in the real estate records of Natrona County, Wyoming.

ARTICLE V: MISCELLANEOUS PROVISIONS

Each party executing this Agreement hereby states that they have the requisite authority on behalf of their respective principals to bind their principals to each and every term of this Agreement.

This Agreement constitutes the entire understanding and agreement of the parties, and no amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all Parties hereto.

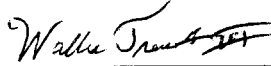
This Agreement may be executed in one or more copies, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 of Lease Agreement on the date first above written.

APPROVED AS TO FORM:



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

BOYS AND GIRLS CLUBS OF
CENTRAL WYOMING ENDOWMENT
FOUNDATION, INC.
A Wyoming Non-Profit Corporation



Printed Name: _____

Printed Name: Ashley K. Bright

Title: _____

President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

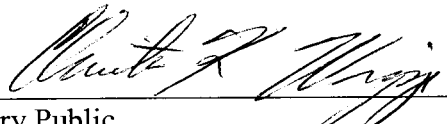
This instrument was acknowledged before me this _____ day of _____, 2019, by Charles Powell as Mayor of the City of Casper, Wyoming.

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 27th day of September, 2019, by Ashley K. Bright, President of the Boys & Girls Club of Central Wyoming Endowment Foundation, Inc., a Wyoming non-profit corporation.



Notary Public

My commission expires: 05/23/23





**EXHIBIT "A"
CITY OF CASPER
SKATEBOARD PARK**

A parcel of land situate within a portion of Lot 1, Field of Dreams Addition to the City of Casper, Wyoming, within the SW¼NE¼ of Section 3, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof, being more particularly described as follows:

Commencing at the southeast corner of said Lot 1, monumented by an aluminum cap and being the Point of Beginning;

Thence N89°56'51"W, along the south line of said Lot 1, a distance of 52.12 feet, to an angle point;

Thence N45°09'34"W, a distance of 53.46 feet to an angle point;

Thence N89°54'12"W, a distance of 100.35 feet to the southwest corner of the parcel;

Thence N00°07'45"W, a distance of 131.73 feet to the northwest corner of the parcel;

Thence N89°19'11"E, a distance of 181.26 feet to a point of curvature;

Thence along a non-tangent curve to the right having a radius of 15.00 feet, through a central angle of 44°49'44", a distance of 11.74 feet, having a chord bearing of S68°05'48"E, a distance of 11.44 feet to the end of curve, also being the northwest corner of the All American Center Addition;

Thence S00°24'19"W, along the east line of said Lot 1 and the west line of said All American Center Addition, a distance of 167.53 to the Point of Beginning.

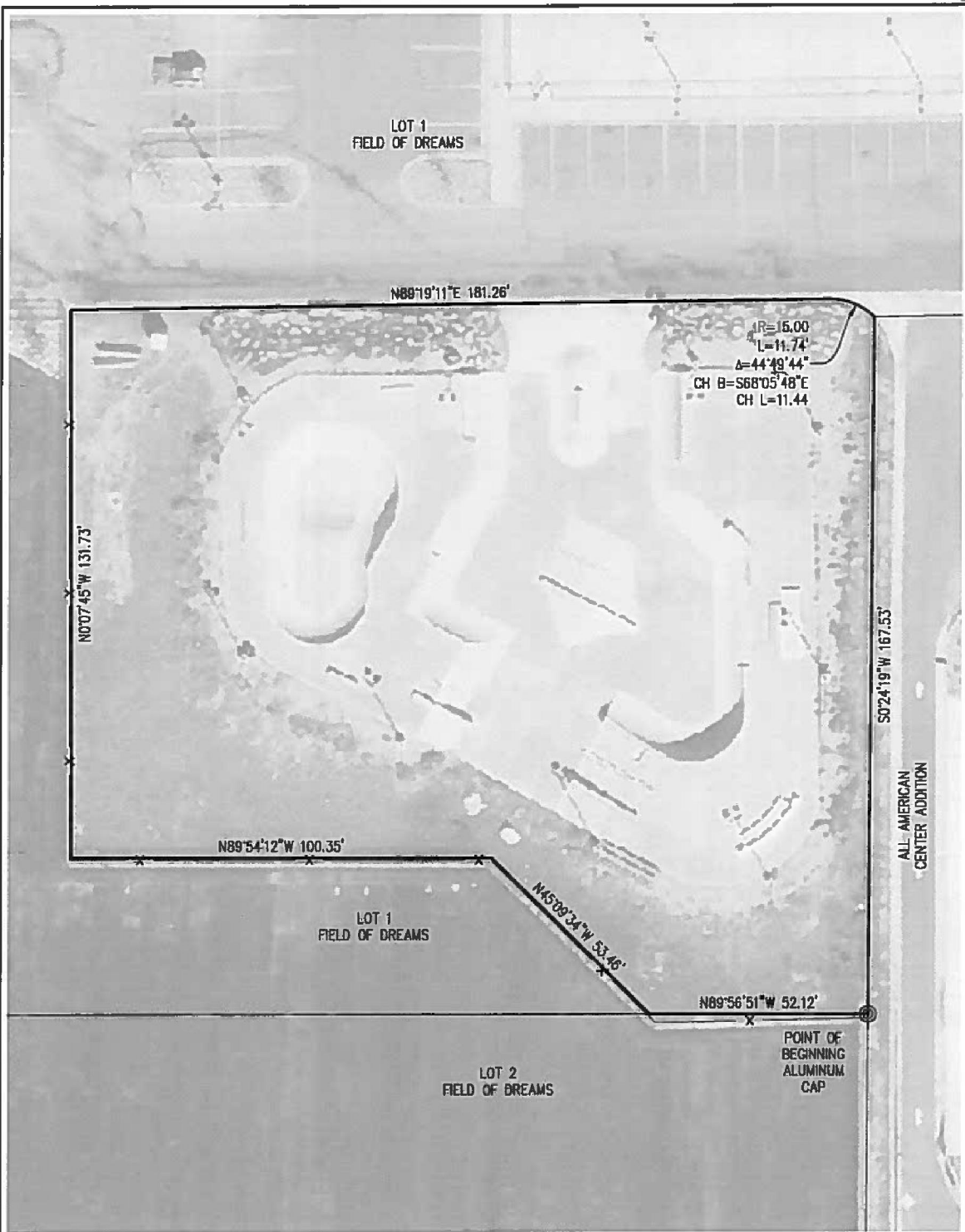
The above described strip of land contains 0.65 acres, (28,106.55 S.F.), more or less, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

Bearing Basis: Wyoming State Plane Coordinate System – East Central Zone.

I hereby certify that this description was prepared by me from notes taken during an actual survey made under my direct supervision in June, 2019, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.



M:\Land 2019\Surveying\19-171 Skateboard Park\SKATEBOARD PARK.dwg, 6/26/2019, Bill




 SCALE: 1" = 30'

 Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
 www.cepi-casper.com

EXHIBIT B
SKATEBOARD PARK
 Lot 1, Field of Dreams Addition
 City of Casper, Wyoming
 June, 2019
 W.O. 18-171

RESOLUTION NO.19-208

A RESOLUTION AUTHORIZING AMENDMENT NO. 4 TO
THE LEASE AGREEMENT BETWEEN THE CITY OF CASPER
AND THE BOYS AND GIRLS CLUB OF CENTRAL
WYOMING.

WHEREAS, the City of Casper entered into a Lease Agreement, dated October 1, 2002, (the "Lease Agreement"), with the Boys and Girls Clubs of Central Wyoming as the original Lessee therein (later amended to the Boys & Girls Clubs of Central Wyoming Endowment Foundation, Inc.), wherein Lessor leased to said Lessee a tract of land as described therein for an initial term of twenty-five (25) years; and,

WHEREAS, the parties, subsequently executed and recorded three Amendments to the Lease Agreement; and

WHEREAS, the parties desire to further amend the Lease Agreement (as previously amended) by removing from the Lease Agreement that the portion of the leased property that is currently used as a skateboard park.

WHEREAS, the City of Casper will obtain all rights to, and liability for costs associated with the area currently used as a skateboard park.

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, Amendment No. 4 to the Lease Agreement between the City of Casper, Wyoming, and the Boys & Girls Club of Central Wyoming Endowment Foundation, Inc., under the terms and conditions therein.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

September 23, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *lb*
Aaron Kloke, MPO Supervisor *AK*
Renee Hardy, MPO GIS Technician *RHS*
SUBJECT: Mills Main Street Corridor Study & Plan

Meeting Type & Date:

Regular Council Meeting, October 1, 2019.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with Nelson\Nygaard Consulting Associates, Inc., a firm based in Los Angeles, California, for the Mills Main Street Corridor Study & Plan, in an amount not to exceed \$74,892.

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn, Evansville, and Mills, and Natrona County. In addition to performing studies and plans in pursuit of transportation planning for the entire MPO area, the MPO is also committed to providing transportation expertise to its individual member agencies and municipalities.

The motivation for this Corridor Study & Plan is to:

1. Implement a Downtown Riverfront District that serves all users;
2. Recognize SW Wyoming Boulevard as a transportation backbone for the community of Mills, and utilize it to foster greater neighborhood and transportation system connectivity;
3. Improve commercial centers and key nodes along SW Wyoming Boulevard within the Town of Mills.

This plan will serve as a policy, management, and planning guide for future management and improvement of transportation infrastructure and the development of adjacent land along SW Wyoming Boulevard within the Town of Mills. This Corridor Study & Plan is consistent with the Mills Comprehensive Plan, adopted in 2017, and the Mills River Front Property Programming and Feasibility Study, adopted in 2016. In essence, this Study & Plan is the next logical step in determining the best strategies and designs to fulfill the Town of Mills's goal to develop successful commercial and public spaces to serve its residents and visitors.

The proposed project will:

1. Provide an in-depth traffic study of SW Wyoming Boulevard corridor from US 20/26 Bypass to 13th Street;
2. Gather inventory and provide analysis of the corridor regarding mobility use, land use, access management, safety, and natural assets;
3. Provide a Corridor Improvement Plan that is consistent with the existing Mills Comprehensive Plan and the Mills River Front Concept Development Plan;
4. Plan for the future of the transportation and land use elements of the corridor;
5. Begin an in-depth dialogue about the future of the SW Wyoming Boulevard with WYDOT;
6. Engage with Mills's residents, business owners, and key area stakeholders.

A Request for Proposals (RFP) was released on May 17, 2019. Six (6) consulting firms responded with proposals by the June 17, 2019 deadline. Proposals were reviewed on July 12, 2019 by a selection sub-committee consisting of Sara McCarthy, Councilwoman; Mike Coleman, Town Administrator; Kevin O'Hearn, Building Inspector; and Scott Radden, Town Planner.

The committee selected a team consisting of Nelson\Nygaard Consulting Associates, Inc., Logan Simpson Design Inc., and Arup Group Limited to partner with the MPO and Town of Mills to complete the Corridor Study & Plan based on the quality of the initial proposal, qualifications of proposed staff, and strong understanding of the plan objectives and the Town of Mills.

The Mills Town Council was briefed on the status of this project at a work session on July 24, 2019.

The proposed project is expected to be complete by June 30, 2020.

Financial Considerations:

The proposed contract shall not exceed \$74,892. Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$75,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for this project on March 14, 2019.

Oversight/Project Responsibility:

Renee Hardy, MPO GIS Technician, has been tasked with overseeing this project.

Attachments:

Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT is entered into on this 1st day of October, 2019, by and between the City of Casper, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, 82601 hereinafter referred to as the "Owner," and Nelson\Nygaard Consulting Associates, Inc., 2 Bryant Street, Suite 300, San Francisco, California, 94105, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, pursuant to this Agreement, Owner is undertaking professional services for a Mills Main Street Corridor Plan and Study, hereinafter referred to as the "Project"; and,

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

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

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

I. SCOPE OF SERVICES.

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

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

II. TIME OF PERFORMANCE:

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

B. The Project shall be completed on or before June 30, 2020.

III. COMPENSATION:

In consideration of the performance of services rendered under this Agreement, the Consultant shall be compensated for services performed in accordance with this Agreement, not to exceed a fee of Seventy-Four Thousand Eight Hundred Ninety-Two Dollars (\$74,892). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits, overhead, and fee (profit).

Invoices shall be accepted on a monthly basis for services provided in the prior month. It is understood that Owner will retain ten percent (10%) of total Project cost, or Seven Thousand Four Hundred Eighty-Nine Dollars (\$7,489), until the Community Development Director provides written notice of final acceptance of the Project.

IV. METHOD OF PAYMENT:

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

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

V. TERMS AND CONDITIONS:

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

Exhibit A: Scope of Services, Project Budget, and Project Schedule

Exhibit B: MPO Policy Committee Approval

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

Exhibit D: Certification of Contractor

Exhibit E: Certification of Agent

Exhibit F: Certification of Suspension or Debarment

VI. EXTENT OF AGREEMENT:

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

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

APPROVED AS TO FORM:

Walter D. ...

ATTEST:

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

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS:

Nelson\Nygaard Consulting Associates, Inc.,
as Consultant:

By: Jennifer Dang

By: Cathy Guillermo

Printed name: Jennifer Dang

Printed name: CATHY GUILLERMO

Title: Contracts Assistant

Title: FINANCE MANAGER

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

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

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

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

“hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.

- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers’ compensation programs before and during performance of work under this Agreement, if applicable.

- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.
- AA. **Entirety of Agreement.** This Agreement, consisting of sixteen (16) pages; Exhibit A, Scope of Services, Project Budget, and Project Schedule, consisting of nine (9) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1984 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; and Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- BB. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Consultant’s profession.
- CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature

of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.

- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.

- GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

- HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.

- II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such

original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

- JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- KK. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.
- a. **Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

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

- i. Exclusions from coverage;
- ii. Claims in progress which could significantly reduce the annual aggregate limit; and
- iii. Any applicable deductible amounts.

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

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

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

NN. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Consultant, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys’ fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign or governmental immunity.

OO. **Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

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

QQ. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.

RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

TT. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws

VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 50% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove

any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.

- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.
- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- AAA. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

- BBB. Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.
- CCC. Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.
- DDD. Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.
- EEE. Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.
- FFF. Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

EXHIBIT “A” (Part 1 of 3)

SCOPE OF SERVICES

Task 1.1 Project Management and QA/QC

Task 1.1 Ongoing Project Management

Nelson\Nygaard will establish procedures for reporting, communications, and administration of the project at the beginning of the contract and will review and update these procedures as necessary during the course of the project. A regular schedule of project management meetings will be established up to two meetings per month.

Task 1.2 Kickoff Meeting

An internal kickoff meeting will be held with the MPO and Town to review and finalize the scope of work, establish communication procedures, and collect area studies, reports, GIS/AutoCAD data, and other information that will be used throughout the project. Key project team members will meet with MPO and Town staff to clarify roles, stakeholder contacts, potential community meeting locations, and the Plan’s vision. We will also confirm contact information and develop consistent graphic elements to be used during the outreach process.

Deliverables

- Final Scope and Project Schedule

Task 2 Existing Corridor Conditions and Traffic Study

Task 2.1 Existing Corridor Conditions

The Project Team will conduct an inventory and analysis of existing corridor conditions including the following:

- Determine level of bicycle and pedestrian friendliness (Level of Traffic Stress)
- Review and summarize existing and future land use, density, and form
- Assess access management
- Assess roadway safety and analysis of crashes
- Assess stormwater management and utilities
- Assess natural assets

This task will be accomplished through quantitative analysis of infrastructure, land use, crash, and utility data provided by the MPO/Town and through a qualitative manual walking/biking audit of the corridor.

Task 2.2 Travel Time Study

Nelson\Nygaard will conduct a manual vehicle travel time study for the project limits. It is intended that this effort will be done during the project kickoff and walking/biking audit task, and will be conducted over the course of 1 to 2 weekdays. AM Peak, PM Peak, and off-peak travel time runs will be made in both directions for the project corridor. Multiple travel time runs will be documented and reported on. The detailed methodology of the travel time study will be confirmed with the client before being conducted.

The results of the travel time study will be processed and the data will be geocoded into a GIS format suitable for incorporation into the Casper MPO’s travel demand model. It is assumed that Nelson\Nygaard will not be making any edits to the travel demand model.

Task 2.3 Traffic Analysis

Nelson\Nygaard will utilize the most recent WYDOT automatic traffic recording locations along SW Wyoming Boulevard and conduct daily level of service calculations for the segments based on local standards as well as assess the general daily traffic conditions and number of travel lanes against best practices.

In addition to the travel time study, Nelson\Nygaard will obtain signal timing data for SW Wyoming Boulevard and make an assessment on the general intersection operations with respect to cycle length and phasing schemes. The team will look for capacity constraints within the system as well as opportunities for potential improvements to improve multimodal conditions.

In case signal timing data is not available, the timing will be estimated during the initial site visit during the biking/walking audit.

Task 2.4 Existing Conditions and Traffic Report

The Project Team will compile the findings from Task 2.1 – Task 2.3 in a succinct report that outlines the existing multimodal and traffic conditions, street right-of-way, and roadway geometry. Additionally, the report will identify the key takeaways and visions from previous planning and policy efforts such as the Mills Comprehensive Plan, River Front Property Programming and Feasibility Study, and Mills Transportation Plan.

Deliverables

- Travel Time Study Data Package for Model
- Existing Conditions and Traffic Report

Task 3 Public Engagement

Task 3.1 Public Engagement Implementation

Logan Simpson will lead public engagement efforts with Mills residents, business owners, and key area stakeholders. The approach to public involvement will be multi-faceted using both new technology and traditional methods. Logan Simpson will provide content and occasional updates for the existing MPO and Town websites that gives an overview of the process and goals. Communication and regular check-ins with WYDOT, the Town of Mills, and the MPO will be critical throughout the process. We will begin the process with stakeholder interviews including Mills Public Works and Planning departments, adjacent landowners and businesses, and regional groups such as the Platte River Trails group, along with elected officials.

Once design concepts are developed, we propose using high profile 3D images of what the site could become with links to text polling surveys. This could be kiosk sized graphics along the corridor or smaller election type signs to get the attention of motorists and pedestrians (within the sign code). This method will reach a large number of people—provoking commuters to get involved and draw support. For the pedestrian users, kiosks will be placed at Fort Caspar and along the River Trail with similar renderings and questions about possible visions and future development.

To celebrate a preferred design concept, we will work with the Town of Mills and Casper MPO to hold a small community BBQ, similar to the event for the MPO Transportation Element, where the community will be invited to review graphics of the concept. Working with WYDOT and Mills Public Works, we will create a model street, possibly on the corridor itself or a Mills side street. During the event we can use Facebook Live to solicit additional interest and feedback. Throughout the process, efforts will be made to gather opinions from the entire community. We recommend tracking demographics throughout the public engagement process to ensure we have heard from residents from different neighborhoods, a variety of stakeholders, and different demographic sectors. Because the study area is rich in history, represents a major connection corridor, and provides recreation and

scenic opportunities against the North Platte River, it supports ample opportunity to become a major asset for Mills. This public involvement approach will ensure that citizens are aware of the process and that they will want to provide input to make it their own.

Deliverables

- Stakeholder Interviews (10)
- Concept Alternatives Review and Online Questionnaire
- Community BBQ Event
- Website Updates

Task 4 Technical Stakeholder Engagement

Task 4.1 Corridor Technical Discussion

Nelson\Nygaard and ARUP will convene with WYDOT staff via videoconference to engage in an in-depth dialogue about the future of SW Wyoming Boulevard and the connecting roadway network. Items to be addressed will include, but are not limited to the following:

- Discuss technical feasibility of proposed improvements
- Assess opportunities for limiting truck traffic on the corridor through utilization of the West Belt Loop
- Identify resources needed for modifications to the corridor and to meet the needs of the Riverfront Corridor District
- Identify cost sharing opportunities with proposed improvements and planned projects.

Meetings

- Videoconference with WYDOT Staff

Task 5 Corridor Improvement Plan

Task 5.1 Draft Corridor Improvement Plan

The Project Team will develop a Draft Corridor Improvement Plan that is consistent with the existing Mills Comprehensive Plan and the Mills River Front Concept Development Plan. Mobility recommendations will be based on the principles of Complete Streets which ensures that facilities are designed to provide safe and equitable access for all users regardless of mode, age, or ability. Mobility recommendations will also consider opportunities to enhance connectivity between Mills neighborhoods and from the River Front to adjacent communities by better leveraging the existing transportation network including trails, paths, and sidewalks. All recommendations will closely consider quality of life and public health, fiscal sustainability, and economic resiliency of the corridor in correspondence to the goals of the community and the Downtown Riverfront District.

Elements to be considered in the plan will include, but are not limited, to the following:

- Capacity and arterial speed management including streetscape design, road diets, and traffic calming for existing and future demand
- Enhanced and new pedestrian crossings, signal and timing adjustments, and Complete Streets treatments
- Bicycle and pedestrian connectivity and safety including off-street trail network
- Transit access

- Parking demand and management
- Integration of lighting
- Gateway design and wayfinding
- Stormwater and utility improvements
- Landscaping and beautification improvements
- Underpass adjacent to existing boat ramp
- Future land development design guidelines and principles
- Code and land use specific updates

In addition, Logan Simpson will lead development of three concept plans presenting distinctly different design options for the corridor exploring varying number of lanes, connections to 3rd and 4th street, landscape treatments, and amenities.

Task 5.2 *Final Corridor Improvement Plan*

Upon receipt of one set of non-conflicting edits and comments, the project team will revise the plan for submittal of a Final Corridor Improvement Plan. From the three design concepts, the team will develop 3D renderings of the preferred concept including road profile, possible median enhancements, walk/trail locations, and landscaping. A preliminary example 3D render of a design concept for the corridor is provided below.

Deliverables

- | | |
|---|---|
| <ul style="list-style-type: none"> ▪ Draft Corridor Improvement Plan ▪ Corridor Design Concepts (3) | <ul style="list-style-type: none"> ▪ Final Corridor Improvement Plan ▪ 3D Rendering of Preferred Design Concept |
|---|---|

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget amendment on March 14, 2019 for a Mills Main Street Corridor Plan and Study to not exceed Seventy-Five Thousand Dollars; and,

WHEREAS, on July 12, 2019, the Consultant Selection Committee approved the hiring of Nelson\Nygaard Consulting Associates, Inc. to complete the Mills Main Street Corridor Plan and Study.

WHEREAS, Nelson\Nygaard Consulting Associates, Inc. is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into an agreement with Nelson\Nygaard Consulting Associates to complete the Mills Main Street Corridor Plan and Study in accordance with the scope of work and schedule included in this Agreement, for an agreement amount not to exceed Seventy-Four Thousand Eight Hundred Ninety-Two Dollars (\$74,892).

PASSED AND APPROVED THIS ____ day of _____, 2019.

ATTEST:

CASPER AREA METROPOLITAN PLANNING
ORGANIZATION POLICY COMMITTEE

Liz Becher
Community Development Director

Patrick Ford
Chairman

EXHIBIT "C"

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

During the performance of this Agreement, Nelson\Nygaard Consulting Associates, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations.

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

2. Nondiscrimination.

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

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

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

4. Information and Reports.

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in

the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

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

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

6. Incorporation of Provisions.

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

EXHIBIT "D"

CERTIFICATION OF CONTRACTOR

I hereby certify that I am the Finance Manager and duly authorized representative of the firm of Nelson\Nygaard Consulting Associates, Inc.; and that neither I nor the above firm I here represent has:

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

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

9/17/19
Date

Cathy Guillermo
Signature

CATHY GUILLERMO
Printed Name

FINANCE MANAGER
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

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

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

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

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

Charles Powell
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF CALIFORNIA)ss

COUNTY OF SAN FRANCISCO)ss

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

By: 
Title SECRETARY

Subscribed in my presence and sworn to before me this _____ day of _____, 2019, by:

PLEASE SEE ATTACHED
CALIFORNIA-REQUIRED JURAT

Notary Public

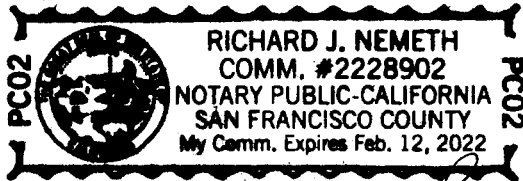
My Commission Expires

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

Subscribed and sworn to (or affirmed) before me on this 17
day of September, 2019, by Brodie Stephens

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script, appearing to read "Richard J. Nemeth", written over a horizontal line.

RESOLUTION NO.19-209

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND NELSON\NYGAARD CONSULTING ASSOCIATES, INC. FOR A MILLS MAIN STREET CORRIDOR STUDY & PLAN IN AN AMOUNT OF SEVENTY-FOUR THOUSAND EIGHT HUNDRED NINETY-TWO DOLLARS (\$74,892).

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

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

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

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

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on March 14, 2019, for a Mills Main Street Corridor Study & Plan, not to exceed Seventy-Five Thousand Dollars (\$75,000); and,

WHEREAS, the MPO released a request for proposal (RFP) for consulting groups specializing in corridor transportation planning on May 17, 2019; and,

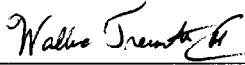
WHEREAS, the Project Selection Committee selected Nelson\Nygaard Consulting Associates, Inc. on July 12, 2019, to complete the Mills Main Street Corridor Study & Plan; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the MPO and Nelson\Nygaard Consulting Associates, Inc. on behalf of the Casper Area Metropolitan Planning Organization in the amount of Seventy-Four

Thousand Eight Hundred Ninety-Two Dollars (\$74,892) for a Mills Main Street Corridor Study & Plan.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2019.

APPROVED AS TO FORM:




ATTEST:



Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

September 25, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Pitlick, Financial Services Director 
Pete Meyers, Assistant Financial Services Director 

SUBJECT: Policy Update Regarding the City Manager's Purchasing Authority

Meeting Type and Date:
Regular Council Meeting
October 1, 2019

Action Type:
Resolution

Recommendation:
That Council, by resolution, approve an increase of the City Manager's purchasing authority to \$35,000 from its current level of \$20,000.

Summary:
The City of Casper is in the process of revising its financial policies. One of the proposed changes deals with the City Manager's purchasing authority.

Wyoming State Statute 15-4-203 (a)(v) specifies that the City Manager will serve as the City's purchasing agent. This authority allows the City Manager to make financial commitments on behalf of the City. In practice, this function involves the City Manager having limited signing authority for certain contracts and purchase agreements.

The size of the City Manager's purchasing authority is limited by state law and by the Casper City Council. This limit has changed over the years.

- In 1989, the Council set the City Manager's purchasing authority at \$7,500 per purchase. Anything larger than \$7,500 required Council action and inclusion on a Council agenda.
- In 1999, the Council increased the City Manager's purchasing limit to \$20,000, which matched the formal bid threshold specified under Wyoming State Statute 15-1-113.
- In 2008, the legislature amended WS 15-1-113 to increase the minimum bid threshold from \$20,000 to \$35,000.

Staff is now recommending that the authority be increased to \$35,000 per purchase. This is being recommended so that City policy can be better aligned with the updated state statute. The effect of this change would be to reduce the number of items that would need to be sent forward for Council approval.

It should be noted that this would have no impact on the bills and claims process. The City Council approves the issuance of all payments to all vendors. This is done at the beginning of every regular City Council meeting, and it involves the publication of a formal list of every payment being proposed, regardless of size.

Financial Considerations:

None – the increase of purchasing authority will allow the City Manager to sign purchase agreements valued at up to \$35,000, but the overall expenditure of city funds will not change.

Oversight / Project Responsibility:

Thomas Pitlick, Financial Services Director

Attachments:

Resolution to Establish the City Manager's Spending Authority

RESOLUTION NO.19-210

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE PURCHASES AND EXECUTE CONTRACTS IN AN AMOUNT NOT TO EXCEED THIRTY-FIVE THOUSAND DOLLARS (\$35,000).

WHEREAS, the City of Casper, Wyoming, is a Municipal Corporation, and as a Municipal Corporation, finds it necessary, on an on-going basis, to purchase goods and contracts for services in order to conduct business; and,

WHEREAS, it is desirable that the City Manager be authorized to approve purchases and execute contracts in an amount not to exceed thirty-five thousand dollars (\$35,000); and,

WHEREAS, Wyoming State Statute 15-4-203 authorizes and directs the City Manager to act as the City's purchasing agent.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager, pursuant to Wyoming State Statute 15-4-203, is hereby authorized to approve purchases and execute contracts for goods and services in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000).

BE IT FURTHER RESOLVED: That Resolution 99-254 is hereby rescinded.

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

Charlie Powell
Mayor

September 18, 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 Mini Skid Steer and Attachments, in the Total Amount of \$61,985.00, for Use by the Weed and Pest Section of the Parks and Recreation Department.

Meeting Type & Date

Regular Council Meeting

October 1, 2019

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new mini skid steer with attachments, from Vermeer of Colorado, Ft. Collins, Colorado, to be used in the Weed and Pest section of the Parks and Recreation Department, in the total amount of \$61,985.00.

Summary

On September 11, bids were publicly opened for one (1) new mini skid steer and attachments. Three (3) bids were received. The bid submitted by Bobcat of Casper was lower in cost however did not meet any specifications needed for this units' applications. The engine specifications were that it needed to be a minimum of 40 hp and the hydraulic system needed to produce a high flow of 15.5 gpm in order to operate the attachments efficiently. The Bobcat has a 24.8 hp engine and a hydraulic high flow rate of 12 gpm. The Bobcat is a much smaller unit that is not appropriately matched for the tasks performed by the Parks Division.

The mini skid steer and its attachments will be used in the weed and pest section for pruning trees, removing trees, planting trees, grinding stumps, and loading material. Historically, these tasks would have required many different pieces of equipment causing numerous trips to the work site. This new unit will allow the operator to perform all tasks with one trip using different attachments. The units that it is replacing will be added to our government surplus sales site once they are deemed surplus by council.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(1) Mini Skid Steer With Attachments	Vermeer of CO Ft. Collins, CO	\$61,985.00	\$0	\$61,985.00
(1) Mini Skid Steer With Attachments	Ditch Witch Billings, MT	\$64,548.69	\$0	\$64,548.69
(1) Mini Skid Steer With Attachments	Bobcat of Casper Casper, WY	\$40,589.00	\$0	\$40,589.00

The recommended purchase for the one (1) new mini skid steer and attachments from Vermeer of CO, Ft. Collins, CO complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY20 adopted budget and is funded by One Cent 14.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Randy Norvelle, Parks Manager in the Parks and Recreation Department, after the equipment is received.

Attachments

Bid Specification

temp/low-oil automatic shutdown.

HYDRAULIC SYSTEM:

The unit shall be equipped with a closed-loop, two-pump hydrostatic ground drive circuit. Unit shall have standard dual auxiliary quick connect hydraulic circuits. For the 40 hp engine the high flow is 15.5 gpm; 8.1 gpm low flow. The hydraulic reservoir shall have a minimum capacity of 12 gal.

ELECTRICAL SYSTEM:

Unit must have a low oil pressure and high-temperature shutdown with warning lights. An hour meter shall be provided. Unit shall have an auxiliary 12-volt power port. The unit shall be equipped with a 12-volt, 800 CCA battery and a positive battery connection on the exterior of the machine.

CONTROLS:

The unit shall be equipped with one pilot-operated joystick to control all ground drive functions of the machine, including counter-rotation. The unit shall have a single, dual-axis joystick to control functions of the loader (raise/lower and curl/dump). The unit shall be equipped with a dual auxiliary friction lock auxiliary control lever to control high flow for the attachment and a spring-centered control for low flow attachments. A handgrip bar must surround the controls. This bar must be designed to allow the operator to hold on with both hands while operating any of the joysticks at any time while the machine is in motion.

PLATFORM:

Unit must have a dedicated spring-cushioned ride-on platform with integrated operator presence sensor. This platform shall be integrated into the overall framework of the machine.

The platform must not be added or require a secondary object to support it.

TRACK SYSTEM:

The unit shall be designed to get through narrow gates and into tight access areas, with 9" tracks the unit shall not exceed 40.5". Each track shall driven by a high-mounted sprocket.

Tracks shall be mechanically adjusted by a threaded rod to provide proper tension.

PARK BRAKE:

The unit shall be equipped with a spring-applied hydraulic release parking brake. It shall be applied whenever the operator is off the operating platform.

**LOADER ARMS/
BOOM GEOMETRY:**

The unit shall come with loader arms that have a maximum lift height of 88" from the center point of the hinge pin to the ground. All pins and bushings for the loader arms shall be greaseable and supported by the frame on both sides of the bushing. The unit shall also be equipped with a loader arm support bar to be inserted while inspecting or servicing the unit when the loader arm is fully raised. The warranty on the frame and loader arms is 3 years or 3,000 hours.

**ATTACHMENT
STANDARD
BUCKET:**

42" width 4 cubic foot capacity.

**ATTACHMENT LOG
GRAPPLE:**

46" grapple opening manual rotation.

**ATTACHMENT TREE
FORKS:**

Width 25" Length 47".

ATTACHMENT VIBRATORY PLOW: Must be able to provide a minimum depth of 12".

ATTACHMENT TRENCHER: Must be able to provide a trench that is a minimum of 5" wide at a depth of 48".

ATTACHMENT BRUSH GRAPPLE: 42" wide.

ATTACHMENT STUMP GRINDER: Capable of handling flows up to 16 GPM. 18" cutting wheel capable of cutting 6" below grade. 24 replaceable carbide teeth.

WARRANTY: Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12 month period or 1300 hours. No field truck mileage, per-diem, freight, mechanic overtime to be charged while machine is under warranty. No deductibles to be charged while under warranty. The transporting of the machine to and from the vendor's shop for repairs will be free of charge. All warrantied items will be free of charge for any types of shipping.

DELIVERY: Skid shall be delivered with a full tank of fuel. Diesel fuel to be at least the minimum requirements of blended #2/#1 diesel fuel with proper additives to correspond with climate conditions. A copy of the order confirmation to be provided upon completion of order. Original title shall be provided within 30 days of unit delivery to 1800 E. K St., Casper, WY 82601. Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.

**PROPOSAL FOR FURNISHING
ONE (1) MINI SKID STEER AND
ATTACHMENTS FOR THE
PARKS DIVISION OF THE
PARKS & RECREATION DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated August 12, 2019.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for one (1) Mini Skid Steer and attachments as specified \$ _____
- II. Extended Warranty and Service Agreement \$ _____
- III. NET COST TO CITY (Total Price) \$ _____
- IV. Delivery: F.O.B. City of Casper within ____ 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 as per requirements of section II. 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: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) MINI SKID STEER AND ATTACHMENTS
FOR THE PARKS DIVISION
(Approved by the City Attorney, 2014)
Dated the 12th day of August, 2019**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid shall be provided for each bid submitted. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 E. "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with

appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to

the successful bidder.




XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

September 18, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Thomas Solberg, Fire Chief 
Daniel S. Griswold, Deputy Chief 
SUBJECT: Authorize the purchase of Seven (7) Zoll AutoPulse Systems for Use by
the Fire-EMS Department and in the Total Amount of \$109,665.00.

Meeting Type & Date:
Regular Council Meeting
October 1, 2019

Action type:
Minute Action

Recommendation:
That Council, by minute action, authorize the purchase of seven (7) Zoll AutoPulse Systems for Use by the Fire-EMS Department and in the Total Amount of \$109,665.00.

Summary:
The Zoll AutoPulse provides automated compressions to patients in cardiac arrest and has shown to improve outcomes, over manual compressions, in clinical trials. Casper Fire-EMS Department personnel are usually the first care providers to a patient in cardiac arrest and having the AutoPulse available on fire apparatus will allow for the patient to receive more effective compressions sooner. In addition, the AutoPulse takes over the role of providing compressions allowing for a firefighter to begin other life-saving measures and procedures.

The Fire-EMS Department did a two-month field evaluation of the AutoPulse and, after using the units on multiple cardiac arrests, determined it to be the most effective and efficient mechanical CPR device for a progressive agency providing pre-hospital emergency care to use. Many fire and EMS agencies around the country are using the AutoPulse and Casper Fire-EMS administration has determined that adding this equipment to the fleet will directly impact our service to the citizen by increasing their likelihood of survival.

Financial Considerations

This project was approved as a 1% 16 project within the Fire-EMS Department's FY20 capital budget.

Oversight/Project Responsibility
Daniel Griswold, Deputy Chief

Attachments
No attachments.