COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, December 18, 2018, 6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.

II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, or Second or Third Reading Ordinance, Must Submit a Written Request to the City Clerk's Office by 12:00 Noon on the Monday Immediately Preceding the Council Meeting, or May Speak During the Communications From Persons Present.

III. When Speaking to the City Council Please:
- Clearly State Your Name and Address.
- Direct all questions/comments to the Mayor and only the Mayor.
- No personal attacks on staff or Council.
- Speak to the City Council with Civility and Decorum.

IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.

V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.

VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

AGENDA

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. CONSIDERATION OF MINUTES OF THE DECEMBER 4, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON DECEMBER 15, 2018

4. CONSIDERATION OF MINUTES OF THE DECEMBER 4, 2018 EXECUTIVE SESSION – POTENTIAL LITIGATION AND POTENTIAL DONATION

5. CONSIDERATION OF MINUTES OF THE DECEMBER 11, 2018 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON DECEMBER 18, 2018

6. CONSIDERATION OF MINUTES OF THE DECEMBER 11, 2018 EXECUTIVE SESSION – REAL PROPERTY TRANSACTION & PERSONNEL

7. CONSIDERATION OF BILLS AND CLAIMS

8. COMMUNICATIONS

   A. From Persons Present

9. ESTABLISH DATE OF PUBLIC HEARINGS

   A. Consent

      1. Establish January 8, 2019, as the Public Hearing Date for Consideration of:

         a. Review of **Proposed Bus Route Changes.**

         b. **Animal Care and Control Ordinance** of the Casper Municipal Code.

         c. **Liquor License Ordinance**.

10. PUBLIC HEARINGS

   A. **Annexation Compliance** with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **State Office Building Addition** Complies with W.S. 15-1-402.
      1. Resolution.
      2. Third Reading Ordinance Approving Annexation, and Zoning of the State Office Building Addition.

   B. Resolution

      1. Authorization of Submission of a **Wyoming Business Council Grant**, in an Amount up to $500,000, for the **First Street Reach of the North Platte River Restoration - Poplar Street Bridge to BNSF Bridge Project**.

10. PUBLIC HEARINGS (continued)

C. By Minute Action, **Cancel Public Hearing** and **Re-establish January 8, 2019, as Public Hearing Date** for Consideration of Same.

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

11. THIRD READING ORDINANCE

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

1. Communications from Persons Present

12. SECOND READING ORDINANCE

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

1. Communications from Persons Present

13. RESOLUTIONS

A. Consent

1. Authorizing a Procurement Agreement with **Municipal Treatment Equipment, Inc.**, in the Amount of $21,550, for One (1) **Storage Tank Mixer** for use at the Valley Hills Water Storage Tank.

2. Authorizing an Amendment to the Lease Agreement between the City of Casper and **Gary Marsh, Inc.**, to Extend the **Golf Pro Lease** to November 1, 2019.

3. Adopting **Customer Service Fees** for the City of Casper Public Services Department, **Public Utilities Division**.

4. Authorizing a Contract for **Outside City Water Service** with **John E. and Karen L. Woods**.

13. RESOLUTIONS (continued)

A. Consent

5. Authorizing the Mayor to Sign the FY18 **Casper Historic Preservation Commission Annual Report**.

6. Approving a Contract for Professional Services with **Ochs Law Firm, P.C.** to Represent the City of Casper, Wyoming for **MDL Opioid Litigation**.

7. Authorizing an Agreement with **Casper Mountain Racers** for the Operation of **Alpine Race Training and Race Events** at Hogadon Basin Ski Area.

8. Authorizing a Contract with **Communication Technologies, Inc.**, in the Amount of $111,034, for Installation of **GETAC Video Solution, Tablets, and Mounting Equipment**.

9. Authorizing a Contract with **PCN Strategies, Inc.,** in the Amount of $1,073,295 , for **GETAC Video Solution to Include In-car, Body Worn, and Interview Room Cameras**.

10. Authorizing a Contract with **PCN Strategies, Inc.**, in the Amount of $90,891, for **Cradle Point Routers.**

11. Authorizing a Contract with **HP, Inc.**, in the Amount of $334,000.20, for **GETAC Tablet**.

14. MINUTE ACTION

A. Consent

1. Re-Appointing of Members to the **Contractors' Licensing and Appeals Board**.

2. Appointing of **Terry Wingerter, and Chuck Davis**, and Re-Appointment of **Susan Frank and Fred Feth** to the **Planning and Zoning Commission** for Three-Year Terms, Expiring December 31, 2022.

3. Appointing **Carrie Merrill and Cynthia Grieve** to the **Casper Historical Preservation Commission** with Terms Expiring December 31, 2022.

4. Appointing of Property Owners Representatives to the **Old Yellowstone District Advisory Committee**.

5. Authorizing the **Discharge** of $126,766.63 of **Uncollectible Local Assessment District Accounts Receivable Balances**, Including Interest and Late Fees, in Accordance with W.S. 15-6-426.

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

16. ADJOURNMENT

Upcoming Council meetings

Council meetings
6:00 p.m. Tuesday, January 8, 2019– Council Chambers
6:00 p.m. Tuesday, January 22, 2019 – Council Chambers

Work sessions
4:30 p.m. Tuesday, January 15, 2019 – Council Meeting Room
4:30 p.m. Tuesday, January 29, 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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
December 4, 2018

1. ROLL CALL
Casper City Council met in regular session at 6:09 p.m., Tuesday, December 4, 2018. Present: Councilmembers Hopkins, Huber, Humphrey, Johnson, Laird, Morgan, Powell, Walsh and Mayor Pacheco.

2. PLEDGE OF ALLEGIANCE
Mayor Pacheco, along with a Scout from Troop 935, led the audience in the Pledge of Allegiance.

3. MINUTES
Moved by Councilmember Walsh, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the November 20, 2018, regular Council meeting, as published in the Casper-Star Tribune on December 1, 2018. Motion passed.

4. BILLS & CLAIMS
Moved by Councilmember Morgan, seconded by Councilmember Walsh, to, by minute action, approve payment of the December 4, 2018, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims
12/04/18

AMBI	Services	$41.28
B Marshall	Reimb	$62.10
B Worley	Reimb	$75.00
Balefill	Services	$41,540.26
BankOfAmerica	Goods	$145,830.31
BHEnergy	Services	$16.58
CasperPubSafetyComm	Services	$5,624.50
CasperPubUtilities	Services	$135.95
CasperSoccerClub	Funding	$500.00
Centurylink	Services	$306.70
CityofCasper	Services	$6,119.62
CivilEngineeringProfessionals	Projects	$7,440.00
ClrtyinNmbrs	Services	$6,750.00
CommTech	Goods	$7,743.40
ComputerPros	Goods	$3,359.00
CowdinCleaning	Services	$884.00
CrimeSceneInfo	Services	$86.25
CrwnConst	Services	$17,500.00
DBeeson	Reimb	$75.00
Dell	Goods	$1,589.29
DmndVogl	Svc	$89.67

DrfldHldngsCorp	Services	$11,512.94
FirstData	Services	$108.48
FirstInterstateBank	Services	$115.20
FirstVetSupply	Goods	$297.48
FremontMtrCo	Services	$70,356.90
GarageDoorDudes	Services	$350.00
GeosyntecConsult	Consult	$1,227.40
GlobalSpect	Funding	$149,660.00
GolderAssociates	Services	$574.00
Grainger	Svc	$52.33
Homax	Goods	$2,306.81
InbergMillerEngineers	Services	$4,482.00
ISC	Supplies	$1,917.32
ITCElec	Services	$313.74
JApplsd	Supp	$4,900.00
JTLGroup	Services	$1,991.40
Kone	Services	$431.91
KubwaterResources	Goods	$5,398.90
LisasSpicnSpan	Services	$755.00
LongBuildingTech	Services	$4,237.25
LovelyFleur	Supplies	$123.00
MSutton	Reimb	$75.00
Nalco	Supp	$16,718.40
NCHealth Dept	Funding	$45,000.00
NicolaysenMuseum	Funding	$930.00
Nlsn/GaardCnslt	Services	$11,980.02
Pepsi	Goods	$3,460.25
Printworks	Supp	$551.10
ProforceLawEnforcement	Goods	$6,148.60
PwdrRiverConst	Services	$20,167.20
PwdrRvrConst	Services	$2,240.80
PwrSvc	Supp	$110.00
RockyMtnPower	Services	$101,594.57
RodBarstadsPnt	Services	$1,815.22
SamParsonsUpholstery	Services	$146.66
SkylineRanches	Services	$374.93
StwrtStev	Svc	$7,162.11
T Armijo	Reimb	$75.00
TretoConstruction	Projects	$31,825.50
UrgentCare	Services	$1,110.00
VeoliaWtr Tech	Services	$2,374.60
WardwellWater&Sewer	Services	$84.60
WarriorKit	Supplies	$3,291.84

WestlandPark	Services	$1,630.16
WorthingtonLenhart&Carpenter	Services	$1,267.00
WyDoorSvc	Reprs	$1,551.06
WyNotaryDivision	Goods	$30.00
		$768,595.59

5. BRIGHT SPOT

Mayor Pacheco then shared that this fall two City employees, Sean Ingledew and Brody Allen, who were working in the field helped a young boy repair his damaged bike. A neighbor witnessed the event and shared the experience on social media. Mr. Ingledew came forward and shared that City employees often go above and beyond to help out the community, but it is not often acknowledged. Mayor Pacheco thanked him for his service and presented him with a certificate of recognition. Mr. Allen was unable to attend.

6. COMMUNICATIONS FROM PERSONS PRESENT

Dale Zimmerle, 3035 Bellaire, requesting opening Council meetings with a prayer and allowing firearms in Council meetings, expressing concern about feral cats, and thanking Councilmembers for their service to the community.

7. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Hopkins, seconded by Councilmember Powell, to, by minute action: establish December 18, 2018, as the public hearing date for the consideration of the vacation and replat of Betty Luker Parkway Campus #2 and a portion of Elkhorn Valley No. 5, Lot 1, to create Elkhorn Village Addition, comprising 21.0 acres, more or less; and consideration of a request for rezoning of the proposed Elkhorn Village Addition from PUD (Planned Unit Development), AG (Urban Agriculture), and R-2 (One Unit Residential) to entirely R-2 (One Unit Residential), said property is generally located northeast of the intersection of Newport and E. 12th Streets; and authorization of submission of a Wyoming Business Council Grant, in an amount up to $500,000, for the First Street Reach of the North Platte River Restoration - Poplar Street Bridge to BNSF Bridge Project; and establish February 19, 2019 as the public hearing date for consideration of annual renewal of liquor licenses. Motion passed.

8.A PUBLIC HEARING - ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of the new distillery satellite tasting room ordinance. City Attorney Henley entered one (1) exhibit: correspondence from John Henley to J. Carter Napier, dated November 19, 2018. City Manager Napier provided a brief report. Speaking in support were: Chad and Dale Polluck, 1244 S. Wolcott. Councilmembers Hopkins and Huber asked questions which were addressed by City Attorney Henley and one of the applicants. There being no others to speak for or against the issues involving the distillery satellite tasting room, the public hearing was closed. Following ordinance read:

ORDINANCE NO. 24-18

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

Councilmember Laird presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Powell. Councilmembers made statements in support of the ordinance. Motion passed.

8.B PUBLIC HEARING - MINUTE ACTION

Mayor Pacheco opened the public hearing for the consideration of the transfer of location of Retail Liquor License No. 5, Travis Taylor, d/b/a Cocktail's, located at 134 North Center, to Travis Taylor, d/b/a9 Cocktail's, located at 138 South Kimball. City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated November 14, 2018; an affidavit of publication, as published in the Casper-Star Tribune, dated November 27, 2018; an affidavit of website publication, as published on the City of Casper website, dated November 13, 2018; an affidavit of notice of conspicuous posting, as posted at 138 S. Kimball, dated December 3, 2018; and the liquor license application filed November 2, 2018. City Manager Napier provided a brief report. Speaking in support was Travis Taylor, transfer applicant. Councilmembers asked about the intended use of the license and the conditions of the transfer. The applicant, City Attorney Henley, and City Manager Napier addressed these questions. Councilmembers expressed their desire for this license to be active. There being no others to speak for or against the issues involving Retail Liquor License No. 5, the public hearing was closed. Moved by Councilmember Johnson, seconded by Councilmember Powell, to, by minute action, authorize the transfer of location of Retail Liquor License No. 5. Councilmembers asked if there is a staff recommendation and about the compliance of the applicant. City Manager Napier indicated that staff wanted Council to be aware of the current status of the license, rather than make a recommendation. City Henley indicated that the applicant has been in compliance. Councilmembers expressed their concerns about the inactivity of the license and about the requirements mandated by the state liquor license laws. Councilmember Laird abstained from voting and Councilmember Hopkins voted nay. Motion passed.

9.A ORDINANCE– THIRD READING

Following ordinance read:

ORDINANCE NO. 21-18

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

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

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

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

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

9.18.010 — PURPOSE AND FINDINGS.

The City Council does hereby find that:

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

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

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

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

(e) Council further finds that certain forms of solicitation impede the orderly flow of pedestrian and vehicular traffic and leads to concerns regarding traffic and public safety, including that of the solicitor, particularly in congested roadways and sidewalks (as defined below to include highly traveled areas, lines to enter buildings, historic districts with narrow sidewalks or on traffic medians or the obstructing of traffic on high-speed or high-volume streets and highways); and,

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

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

9.18.020 — DEFINITIONS.

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

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

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

iii. Touching someone without his or her consent;

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

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

(1) Continuing to solicit in close proximity to the individual addressed after the person to whom the solicitation is directed has made a negative response, either verbally, by

physical sign, by attempting to leave the presence of the person soliciting, or by other negative indication;
(2) Blocking the passage of the individual solicited; or
(3) Otherwise engaging in conduct that could reasonably be construed as intending to compel or force a person to accede to a solicitation.
vi. Acting with the intent to intimidate someone into giving money, or
vii. Other conduct that a reasonable person being solicited would regard as threatening or intimidating in order to solicit a contribution or donation.
(b) "Areas with heightened personal security concerns" include the following locations:
i. Areas within, or within 20 feet of, a public parking garage, between dusk and dawn;
ii. Areas within 20 feet of a public bus stop or public transit entrance;
iii. Areas within 20 feet of access to building entrances, public events venues, public accommodations or commercial businesses;
iv. David Street Station and the sidewalks and streets adjacent thereto, during the hours of an event at the David Street Station location.
(c) "Areas with heightened personal privacy concerns" include the following:
i. Locations within 20 feet of an automated teller machine, or financial institution in which an automated teller machine is located, where "financial institution" means any bank, industrial bank, credit union, or savings and loan.
ii. Locations within 20 feet of a sidewalk cafe or open window cafe — with windows open, during operating hours.
iii. Other locations in which a reasonable person would have a reasonable and justified concern about whether congestion and close proximity to others could compromise his or her interests in privacy.
(d) "Areas with heightened public safety concerns" include the following:
i. High traffic roadways;
ii. Traffic medians where such medians provide less than 10 square feet of flat space for standing;
iii. Traffic medians of whatever size within designated high traffic or high-speed roadways,
(e) "Begging, panhandling and charitable or political solicitation: includes the following activities: actions that are conducted in the furtherance of the purpose of immediately collecting contributions for the use of one's self or others. As used in this Ordinance, the word, "solicit," and its forms, includes requests for funding arising from begging, panhandling, charitable, or political fundraising initiatives. "Begging, panhandling and charitable or political solicitation" includes both "aggressive" and "passive" forms of begging, panhandling and charitable or political solicitation.
(f) High traffic and/or high speed roadways include the following arterial streets and highways within Casper: 1St Street, 2nd Street, 12th Street, 13th Street, 15th Street, Highway 258 - Wyoming Boulevard, CY Avenue, Beverly Street, Center Street, Poplar Street, Highway 254, Yellowstone Highway and Interstate 25.
(g) Traffic medians include areas that meet the following definitions:
i. Areas with "medians" situated between traffic lanes running in opposite directions where such medians have less than 10 square feet of flat area between traffic lanes; or
ii. Areas with "medians" that are otherwise designated as unsafe for activities by pedestrians, due to associated high-volume or high-speed traffic (See "f' above).

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

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

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

9.18.040 — AGGRESSIVE PANHANDLING, BEGGING, CHARITABLE AND POLITICAL SOLICITATION PROHOBITED

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

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

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

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

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

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

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

(a) Areas regulated.

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

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

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

solicitors on medians, traffic congestion, and traffic accidents that may affect drivers or solicitors.
2. Alternative Sites. This Ordinance provides ample alternative sites for passive begging, panhandling, charitable and political solicitation in areas that do not give rise to enhanced public safety concerns or personal privacy and security concerns.
3. The City Council has undertaken from its own observations and inquiries to identify high speed and high volume traffic corridors that likewise are especially dangerous, in order to assure that these regulations are grounded in appropriate governmental concerns, are narrowly tailored, and allow alternative avenues for communication.
(c) Prohibitions
1. Generally. Both passive and aggressive begging, panhandling, charitable and political solicitation are prohibited in "areas with heightened public safety concerns" as defined in subsection 9.18.020(d), (f) and (g).
9.18.070 — PENALTIES
Any person convicted of violating this Chapter may be fined not more than Seven Hundred Fifty Dollars ($750.00), jailed for not longer than six (6) months, or both.
This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.
PASSED on 1st reading the 6th day of November, 2018
PASSED on 2nd reading the 20th day of November, 2018
PASSED, APPROVED, AND ADOPTED on third and final reading the 4th day of December, 2018.

Councilmember Huber presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Johnson. No one addressed Council. Councilmember Morgan asked if the ordinance restricts freedom of speech. City Attorney Henley shared background information on freedom of movement and other case law regarding this. Councilmembers discussed the matter. Councilmember Laird asked if the ordinance only applied to requests for money. City Attorney Henley indicated that the ordinance also pertains to political and religious solicitation. Councilmember Morgan made a motion to amend the ordinance by changing the penalty section to state “a fine of not more than five dollars ($5.00) for a first offense and not more than seven hundred fifty dollars ($750.00), jailed for not longer than six (6) months, or both, for a second or subsequent offenses”. Seconded by Councilmember Laird. Council discussed the proposed amendment. Councilmembers Humphrey, Laird, and Morgan voted aye to amend the ordinance. Motion to amend the ordinance failed. Council then voted on the ordinance, on third reading, as read. Councilmembers Laird and Morgan voted nay, motion passed.

9.B <u>ORDINANCE– THIRD READING</u>
Following ordinance read:

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

WHEREAS, the City of Casper, Wyoming's current ordinance addressing possession of a motor vehicle operator's license does not incorporate the Wyoming Statute mandate that

if a driver is stopped and did not have the license within the vehicle, that upon proving that the driver was, in fact, licensed, there can be no conviction; and,
WHEREAS, W.S. § 31-7-116 "Carrying and displaying" driver's licenses, currently which provides:
... However, no person charged with violating this section shall be convicted if he produces in court a driver's license previously issued to him and valid at the time of his arrest.
WHEREAS, there is a substantial body of law in Wyoming that if the legislature has addressed a topic, the municipalities are preempted from deviation from the legislative mandate.
WHEREAS, the Constitution of Wyoming provides: "All laws of a general nature shall have a uniform operation." Art. 1 § 10 Wyo. Const.
WHEREAS, The City's Ordinance on possession of a driver's license/operator's license should be consistent with the Wyoming State Statute addressing the same topic;
NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:
That Section 10.12.010 of the Casper Municipal Code is hereby repealed and replaced with the following:
10.12.010 Every licensee shall have his driver's license in his immediate possession at all times when driving a motor vehicle in the City of Casper and shall display the license upon demand of any Casper Police Officer, Natrona County Sheriff, or a Deputy of the Natrona County Sheriff's Office, Wyoming Highway Patrol Trooper, any officer or agent of the Division of Criminal Investigation (hereafter "officer"), any Wyoming law enforcement officer engaged in a hot pursuit. However, no person charged with violating this section shall be convicted if he produces in court a driver's license previously issued to him and valid at the time of his arrest. For the purposes of this section "display" means the surrender of his license to the demanding officer. After examination the officer shall immediately return the license to the licensee except:
1) If the officer has probable cause to believe that the licensee may be violating or has violated Casper Municipal Code 10.52.030 (driving or having control of a vehicle while under the influence of intoxicating liquor or controlled substance); or
2) if the licensee is younger than twenty-one (21) years of age and has been operating or in actual physical control of a vehicle in this state with an alcohol concentration of two one -hundredths of one percent (0.02%) or more as measured within two (2) hours after the time of driving or being in actual physical control following a lawful arrest resulting from a valid traffic stop.
This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading.
PASSED on 1st reading the 6th day of November, 2018.
PASSED on 2nd reading the 20th day of November, 2018.
PASSED, APPROVED, AND ADOPTED on third and final reading the 4th day of December, 2018.

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

10. ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 23-18

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

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

11.A RESOLUTION

Following resolution read:

RESOLUTION NO. 18-259

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

Councilmember Humphrey presented the foregoing resolution for adoption. Seconded by Councilmember Johnson. City Manager Napier provided a brief report. Councilmember Hopkins shared his concerns with the policy and moved to table the item to a date certain. Seconded by Councilmember Laird. Council discussed the matter. Councilmember Hopkins withdrew his motion. Council voted on the resolution, as read. Motion passed.

11.B CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-260

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

RESOLUTION NO. 18-261

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH IMS INFRASTRUCTURE MANAGEMENT SERVICES FOR SURVEYING AND REPORTING SERVICES FOR THE CITYWIDE PAVEMENT CONDITION INDEX SURVEY, PROJECT NO. 18-094.

RESOLUTION NO. 18-262

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIENS.

RESOLUTION NO. 18-263

A RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF CASPER AND THE HOGADON BASIN SNOWSPORTS SCHOOL.

Councilmember Johnson presented the foregoing four (4) resolutions for adoption. Seconded by Councilmember Morgan. Motion passed.

12. MINUTE ACTION– CONSENT

Moved by Councilmember Hopkins, seconded by Councilmember Johnson, to, by consent minute action, authorize the purchase of the Crowdstrike Falcon Next Generation Antivirus Subscription Service, in the amount of $24,857; and authorize the appointments of Terry Lane and James Belcher to the Amoco Reuse Agreement Joint Powers Board. Motion passed.

13. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmember Huber requested Council consider hiring additional engineering staff so more design contracts can be handled in-house. Councilmember Laird requested that each resolution reflect the Council voting record and requested that the voting process for the election of the Mayor be evaluated.

14. ADJOURN INTO EXECUTIVE SESSION

At 7:32 p.m., it was moved Councilmember Walsh, seconded by Councilmember Humphrey, to adjourn into executive session to discuss potential litigation and a potential donation. Motion passed. Council moved into the Council meeting room.

At 8:30 p.m., it was moved by Councilmember Walsh, seconded by Councilmember Johnson, to adjourn the executive session. Council returned to the Council Chambers.

15. ADJOURNMENT

At 8:31 p.m., it was moved by Councilmember Johnson, seconded by Councilmember Walsh, to adjourn the regular Council meeting. Motion passed.

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

COUNCIL PROCEEDINGS
Casper City Hall – Council Meeting Room
December 11, 2018

1. ROLL CALL
Casper City Council met in special session at 7:29 p.m., Tuesday, December 11, 2018. Present: Councilmembers Hopkins, Huber, Humphrey, Johnson, Laird, Morgan, Powell, Walsh and Mayor Pacheco.

Moved by Councilmember Hopkins, seconded by Councilmember Powell to, by minute action, excuse the absence of Councilmember Johnson. Motion passed.

Mayor Pacheco stated for the record that Councilmember Walsh is attending the meeting by telephone conference call and is on the line.

2. CONSENT RESOLUTION
The following resolution was considered, by consent agenda:

RESOLUTION NO. 18-264

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH THOMAS F. DUCHEN & ASSOCIATES, INC., D/B/A RIVER OAKS COMMUNICATIONS CORPORATION.

Councilmember Hopkins presented the foregoing one (1) resolution for adoption. Seconded by Councilmember Powell. Motion passed.

3. ADJOURN INTO EXECUTIVE SESSION
At 7:30 p.m., it was moved Councilmember Huber, seconded by Councilmember Humphrey, to adjourn into executive session to discuss a real property transaction and personnel. Motion passed.

4. ADJOURNMENT
At 7:47 p.m., it was moved by Councilmember Huber, seconded by Councilmember Humphrey, to adjourn the special Council meeting. Motion passed.

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

Bills & Claims

City of Casper

12/05/2018 to 12/18/2018

71 CONSTRUCTION, INC.	1786-2 RETAINAGE 15-51	-$13,616.01
	Subtotal for Cost Center **Capital Projects - Streets:**	**-$13,616.01**
	1786-2 #15-051 K STREET IMPROVEMENTS	$68,080.05
	1786-2 #15-051 K STREET IMPROVEMENTS	$68,080.05
	Subtotal for Cost Center **Streets:**	**$136,160.10**
	Vendor Subtotal:	**$122,544.09**
A.M.B.I. & SHIPPING, INC.	18-11-402 POSTAGE	$63.40
	Subtotal for Cost Center **City Attorney:**	**$63.40**
	18-11-074 FIRST CLASS POSTAGE	$589.05
	Subtotal for Cost Center **Code Enforcement:**	**$589.05**
	18-11-406 POSTAGE	$771.32
	Subtotal for Cost Center **Finance:**	**$771.32**
	18-06-621 JUNE POSTAGE FOR MUSEUM	$1.74
	18-10-523 MUSEUM POSTAGE FOR OCTOBER	$11.74
	Subtotal for Cost Center **Fort Caspar:**	**$13.48**
	18-11-413 POSTAGE	$28.50
	Subtotal for Cost Center **Human Resources:**	**$28.50**
	18-11-074 FIRST CLASS POSTAGE	$1.27
	18-11-074 FIRST CLASS POSTAGE	$12.13
	Subtotal for Cost Center **Metropolitan Planning:**	**$13.40**
	18-10-525 POSTAGE AND SHIPPING	$111.80
	Subtotal for Cost Center **Municipal Court:**	**$111.80**
	18-11-074 FIRST CLASS POSTAGE	$197.55
	Subtotal for Cost Center **Planning:**	**$197.55**
	18-11-414 POSTAGE	$6.39
	Subtotal for Cost Center **Property & Liability Insurance:**	**$6.39**
	Vendor Subtotal:	**$1,794.89**

Note: *Click the invoice for additional information.*

Bills & Claims

City of Casper

12/05/2018 to 12/18/2018

ADAM RAVER	RIN0029114 MILEAGE REIMBURSEMENT NOV 2018	$20.90
	Subtotal for Cost Center **Information Services:**	**$20.90**
	Vendor Subtotal:	**$20.90**
AIR COMFORT COMPLETE INC	6351 HOME REHAB - 205 E. H, FURNACE	$7,653.00
	Subtotal for Cost Center **CDBG:**	**$7,653.00**
	Vendor Subtotal:	**$7,653.00**
AMERI-TECH EQUIPMENT CO.	104508 222287	$2,228.80
	19759 222283	$43.57
	Subtotal for Cost Center **Refuse Collection:**	**$2,272.37**
	Vendor Subtotal:	**$2,272.37**
ARCADIS U.S., INC.	0941325 ENGINEERING SERVICES FOR WWTP	$1,522.91
	Subtotal for Cost Center **Waste Water:**	**$1,522.91**
	Vendor Subtotal:	**$1,522.91**
ATLANTIC ELECTRIC, INC	7759 RETAINAGE 16-008	-$598.49
	Subtotal for Cost Center **General - Streets:**	**-$598.49**
	7759 #16-008 2018 LUMINAIRE SERVICE	$5,984.84
	Subtotal for Cost Center **Streets:**	**$5,984.84**
	Vendor Subtotal:	**$5,386.35**
AUTOMATION & ELECTRONICS, INC.	E111045 LEACHATE COLL SYSTEM TBLSHOOT	$296.75
	Subtotal for Cost Center **Balefill:**	**$296.75**
	Vendor Subtotal:	**$296.75**
BURBACH AQUATICS INC	08553 WASHINGTON PARK POOL IMPROVEME	$77,100.00
	Subtotal for Cost Center **Aquatics:**	**$77,100.00**

	Vendor Subtotal:	**$77,100.00**
C&L WATER SOLUTIONS INC	0000009023 SEWER SERVICE REPAIRS	$8,745.00
	Subtotal for Cost Center **Sewer:**	**$8,745.00**
	Vendor Subtotal:	**$8,745.00**
CASELLE, INC.	91931 CONTRACT SUPPORT MAINTENANCE	$75.00
	Subtotal for Cost Center **Finance:**	**$75.00**
	Vendor Subtotal:	**$75.00**
CASPAR BUILDING SYSTEMS, INC.	BB007 BALER BUILDING EXPANSION PROJ	$729,283.00
	MRF006 BALER BUILDING EXPANSION PROJE	$383,063.60
	Subtotal for Cost Center **Balefill:**	**$1,112,346.60**
	FS-009 FIRE EMS STATION #5	$373,238.45
	Subtotal for Cost Center **Fire:**	**$373,238.45**
	BB007 RETAINAGE 13-050 BB	-$72,928.30
	MRF006 BALER BUILDING EXPANSION PROJE	$65,999.40
	MRF006 RETAINAGE 13-050 MRF	-$44,906.30
	Subtotal for Cost Center **Refuse Collection:**	**-$51,835.20**
	Vendor Subtotal:	**$1,433,749.85**
CASPER AREA CONVENTION & VISITORS BUREAU	1034 CTA RENEWALS FOR STAFF	$45.00
	Subtotal for Cost Center **Fort Caspar:**	**$45.00**
	Vendor Subtotal:	**$45.00**
CASPER AREA TRANSPORTATION COALITION	2018-1001 OCTOBER 18 FTA CATC EXPENSES	$25,561.86
	2018-1002 OCTOBER 18 FTA BUS EXPENSES	$42,426.03
	2018-1003 OCTOBER 18 CITY CATC EXPENSES	$25,516.82
	2018-1004 OCOBER 18 CITY BUS EXPENSES	$42,405.86
	Subtotal for Cost Center **C.A.T.C.:**	**$135,910.57**
	Vendor Subtotal:	**$135,910.57**

Bills & Claims

City of Casper

12/05/2018 to 12/18/2018

CASPER ELECTRIC, INC.	47341 BALER BLDG ELEC	$3,562.00
	Subtotal for Cost Center **Balefill:**	**$3,562.00**
	Vendor Subtotal:	**$3,562.00**
CASPER POLICE DEPARTMENT	RIN0029124 ALCOHOL COMPLIANCE	$796.66
	Subtotal for Cost Center **Police Grants:**	**$796.66**
	Vendor Subtotal:	**$796.66**
CASPER PUBLIC UTILITIES	RIN0029098 SANITATION	$188.00
	RIN0029098 SEWER	$22.95
	Subtotal for Cost Center **Water Treatment Plant:**	**$210.95**
	Vendor Subtotal:	**$210.95**
CASPER STAR TRIBUNE - SUBSCRIPTIONS	156-00014143-19 OFFICE SUPPLIES	$443.75
	Subtotal for Cost Center **City Attorney:**	**$443.75**
	Vendor Subtotal:	**$443.75**
CDW GOVERNMENT, INC.	NPC0210 LAPTOP WARRANTY	$280.86
	Subtotal for Cost Center **Police:**	**$280.86**
	Vendor Subtotal:	**$280.86**
CENTRAL PAINT & BODY	33249 TRUCK REPAIR	$107.00
	Subtotal for Cost Center **Recreation:**	**$107.00**
	Vendor Subtotal:	**$107.00**
CENTRAL WY. REGIONAL WATER	169118 NOV18 SYSTEM INVESTMENT FEES	$1,404.00
	169126 NOV18 WHOLESALE WATER	$262,949.53
	Subtotal for Cost Center **Water:**	**$264,353.53**

Note: *Click the invoice for additional information.*

	Vendor Subtotal:	**$264,353.53**
CENTURYLINK	RIN0029120 PHONE USE	$34.92
	Subtotal for Cost Center **City Hall:**	**$34.92**
	RIN0029120 PHONE USE	$65.08
	Subtotal for Cost Center **Code Enforcement:**	**$65.08**
	RIN0029134 PHONE USE	$10,963.92
	RIN0029120 PHONE USE	$221.58
	RIN0029120 PHONE USE	$300.80
	Subtotal for Cost Center **Communications Center:**	**$11,486.30**
	AP000143111518 VOIP	$370.96
	AP000132112218 VOIP	$1,534.96
	RIN0029120 PHONE USE	$39.69
	Subtotal for Cost Center **Finance:**	**$1,945.61**
	RIN0029120 PHONE USE	$1,192.63
	Subtotal for Cost Center **Fire:**	**$1,192.63**
	RIN0029120 PHONE USE	$38.90
	Subtotal for Cost Center **Ice Arena:**	**$38.90**
	RIN0029120 PHONE USE	$38.92
	Subtotal for Cost Center **Metro Animal:**	**$38.92**
	RIN0029120 PHONE USE	$126.10
	Subtotal for Cost Center **Parking:**	**$126.10**
	RIN0029120 PHONE USE	$122.03
	RIN0029120 PHONE USE	$45.78
	Subtotal for Cost Center **Parks:**	**$167.81**
	RIN0029121 PHONE USE	$358.22
	Subtotal for Cost Center **Police:**	**$358.22**
	RIN0029120 PHONE USE	$158.76
	Subtotal for Cost Center **Streets:**	**$158.76**
	RIN0029120 PHONE USE	$1,722.91
	Subtotal for Cost Center **Waste Water:**	**$1,722.91**

	RIN0029120 PHONE USE	$57.69
	RIN0029120 PHONE USE	$38.90
	RIN0029120 PHONE USE	$195.24
	Subtotal for Cost Center **Water:**	**$291.83**
	Vendor Subtotal:	**$17,627.99**
CIGNA HEALTH & LIFE INSURANCE COMPANY	2389114 PLAN ADMIN FEES	$11,985.87
	Subtotal for Cost Center **Health Insurance:**	**$11,985.87**
	Vendor Subtotal:	**$11,985.87**
CITY OF CASPER	5128/169073 NOV 18 CITY SIDE FUEL CHARGES	$7,018.35
	5128/169073 NOV 18 FTA SIDE FUEL CHARGES	$7,018.35
	5128/169074 NOV 18 CITY CATC WORKORDERS	$2,091.07
	5128/169074 NOV 18 FTA CATC WORKORDERS	$8,364.27
	Subtotal for Cost Center **C.A.T.C.:**	**$24,492.04**
	1338/169207 ALARM LICENSE CITY HALL	$10.00
	Subtotal for Cost Center **City Hall:**	**$10.00**
	169591 OTHER CONTRACTUAL	$10.00
	Subtotal for Cost Center **Human Resources:**	**$10.00**
	Vendor Subtotal:	**$24,512.04**
CITY OF CASPER - BALEFILL	1337/169088 STREET SWEEPING	$2,266.00
	Subtotal for Cost Center **Balefill:**	**$2,266.00**
	525/168832 SANITATION	$17.28
	525/170356 SANITATION	$15.00
	Subtotal for Cost Center **Hogadon:**	**$32.28**
	2772/168866 SANITATION	$9,914.04
	2772/168850 SANITATION	$5,472.00
	2772/169037 SANITATION	$4,948.32
	2772/168982 SANITATION	$5,863.20
	2772/169011 SANITATION	$5,553.24
	2772/168923 SANITATION	$6,546.36

	2772/169070-079 SANITATION	$5,865.84
	2772/168834 SANITATION	$5,658.36
	2772/169149 SANITATION	$45,375.00
	2772/170363 SANITATION	$4,706.40
	2772/169115 SANITATION	$5,853.24
	2772/169175 SANITATION	$5,285.40
	2772/169146 SANITATION	$5,129.28
	Subtotal for Cost Center **Refuse Collection:**	**$116,170.68**
	1276/168831 SANITATION	$114.24
	1276/168865 SANITATION	$102.72
	1276/168980 SANITATION	$90.72
	1276/169069 SANITATION	$92.64
	1276/169145 SANITATION	$114.24
	Subtotal for Cost Center **Waste Water:**	**$514.56**
	Vendor Subtotal:	**$118,983.52**
CIVIL ENGINEERING PROFESSIONALS, INC.	15-031-16 DESIGN & CA SOLID WASTE FACILI	$562.50
	Subtotal for Cost Center **Balefill:**	**$562.50**
	18-261-01 SURVEYING-N PLATTE RIVER	$6,000.00
	Subtotal for Cost Center **City Manager:**	**$6,000.00**
	Vendor Subtotal:	**$6,562.50**
CLH ASSOCIATES LLC	RIN0029117 TRAFF IMP STDY-ELKHRN VILL ADD	$3,600.00
	Subtotal for Cost Center **Engineering:**	**$3,600.00**
	Vendor Subtotal:	**$3,600.00**
COMMUNICATION TECHNOLOGIES, INC.	80317 PTP LINK FROM METRO/CAT SHED	$916.00
	Subtotal for Cost Center **Metro Animal:**	**$916.00**
	80319 REPAIR UNIT 269	$51.50
	Subtotal for Cost Center **Police:**	**$51.50**
	Vendor Subtotal:	**$967.50**

COMPRESSION LEASING SERVICES, INC.	233606 REMEDIATION GAS SYSTEM	$337.50
	Subtotal for Cost Center **Balefill:**	**$337.50**
	Vendor Subtotal:	**$337.50**
COMTRONIX, INC.	20058781 FIRE ALARM MONITORING	$726.00
	Subtotal for Cost Center **Balefill:**	**$726.00**
	20058787 ALARM AT RANGE	$119.85
	Subtotal for Cost Center **Police:**	**$119.85**
	Vendor Subtotal:	**$845.85**
DAVIDSON FIXED INCOME MGMT.	2018-11CASPER FIXED INCOME MANAGEMENT FEES	$3,854.13
	Subtotal for Cost Center **Finance:**	**$3,854.13**
	Vendor Subtotal:	**$3,854.13**
DELL MARKETING LP	10273049729 Office software for tablet	$380.08
	Subtotal for Cost Center **Buildings & Structures:**	**$380.08**
	10279181621 VLA OFFICE PRO PLUS 2019	$760.16
	Subtotal for Cost Center **Cemetery:**	**$760.16**
	Vendor Subtotal:	**$1,140.24**
DELTA DENTAL PLAN OF WY.	RIN0029104 DENTAL PREMIUMS	$1,571.50
	RIN0029130 DENTAL INSURANCE	$28,790.60
	Subtotal for Cost Center **Health Insurance:**	**$30,362.10**
	Vendor Subtotal:	**$30,362.10**
DPC INDUSTRIES, INC.	737005353-18 CHEMICAL - NAHYPO	$7,108.00
	Subtotal for Cost Center **Water Treatment Plant:**	**$7,108.00**
	Vendor Subtotal:	**$7,108.00**

DUSTIN JONES	RIN0029092 STEEL TOE WORKBOOTS D JONES	$75.00
	Subtotal for Cost Center **Waste Water:**	**$75.00**
	Vendor Subtotal:	**$75.00**
EDGE ENGINEERING GROUP LLC	1727-01 RENTAL GW MONITORING CLOSED LA	$268.41
	1727-01 RENTAL GW MONITORING CLOSED LA	$178.94
	Subtotal for Cost Center **Balefill:**	**$447.35**
	Vendor Subtotal:	**$447.35**
ENGINEERING DESIGN ASSOCIATES	10645 LSC FIRE SUPP REPL DESN ENGINR	$1,430.00
	Subtotal for Cost Center **CDBG:**	**$1,430.00**
	Vendor Subtotal:	**$1,430.00**
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC	93548858 ESRI LICENSING	$5,182.95
	93548858 ESRI LICENSING	$49,317.05
	Subtotal for Cost Center **Metropolitan Planning:**	**$54,500.00**
	Vendor Subtotal:	**$54,500.00**
FAMILY JOURNEY CENTER	141 FY19 1%#15 ONE CENT FUNDING	$3,612.23
	90530225 FY19 1%#15 ONE CENT FUNDING	$79.42
	1810-1003 FY19 1%#15 ONE CENT FUNDING	$192.99
	Subtotal for Cost Center **Capital Projects - City Manager:**	**$3,884.64**
	Vendor Subtotal:	**$3,884.64**
FIRST DATA MERCHANT SVCS CORP.	REMI1362424 CC FEES	$5,906.27
	Subtotal for Cost Center **Balefill:**	**$5,906.27**
	REMI1205043 CC SERVICES FOR NOV 2016	$32.72
	Subtotal for Cost Center **Cemetery:**	**$32.72**
	REMI1362426 CREDIT CARD FEES	$248.76
	Subtotal for Cost Center **Code Enforcement:**	**$248.76**

	REMI1362427 CREDIT CARD FEES	$170.06
	Subtotal for Cost Center **Engineering:**	**$170.06**
	REMI1362418 CREDIT CARD FEES	$2,451.34
	Subtotal for Cost Center **Finance:**	**$2,451.34**
	REML1362422 CREDIT CARD FEES/SERVICES	$23.51
	Subtotal for Cost Center **Metro Animal:**	**$23.51**
	REMI1355703 CREDIT CARD FEES	$146.38
	Subtotal for Cost Center **Municipal Court:**	**$146.38**
	REMI1362425 CREDIT CARD MACHINE	$77.59
	Subtotal for Cost Center **Police:**	**$77.59**
	Vendor Subtotal:	**$9,056.63**
FIRST INTERSTATE BANK	RIN0029099 DEPOSIT BAGS	$31.79
	Subtotal for Cost Center **Engineering:**	**$31.79**
	RIN0029136 DEPOSIT TICKETS	$136.52
	RIN0029137 SERVICE CHARGES	$550.72
	RIN0029138 NOV 2018 LOCKBOX FEES	$1,758.30
	Subtotal for Cost Center **Finance:**	**$2,445.54**
	RIN0029131 PROGRAMS & PROJECTS	$212.00
	Subtotal for Cost Center **Human Resources:**	**$212.00**
	RIN0029099 DEPOSIT BAGS	$5.61
	Subtotal for Cost Center **Water:**	**$5.61**
	Vendor Subtotal:	**$2,694.94**
FORT CASPAR MUSEUM ASSOCIATION	RIN0029107 GHOST TOURS AT MUSEUM	$1,458.00
	Subtotal for Cost Center **Fort Caspar:**	**$1,458.00**
	RIN0029108 CONSIGNMENT SALES AT MUSEUM	$783.79
	Subtotal for Cost Center **General - Fort Caspar:**	**$783.79**
	Vendor Subtotal:	**$2,241.79**

FORTERRA PIPE AND PRECAST	BA00002704 STORM JOINT SEAL	$107.20
	Subtotal for Cost Center **Sewer:**	**$107.20**
	Vendor Subtotal:	**$107.20**
FRANK MOORE	RIN0029100 WORK BOOT REIMBURSEMENT	$60.27
	Subtotal for Cost Center **Streets:**	**$60.27**
	Vendor Subtotal:	**$60.27**
GARY MARSH, INC.	395 CONTRACT PAYMENT FOR GOLF PRO	$28.58
	Subtotal for Cost Center **Golf Course:**	**$28.58**
	Vendor Subtotal:	**$28.58**
GLOBAL SPECTRUM L.P.	0000955-IN MONTHLY FUNDING	$82,909.91
	eFc4a80b1b TICKET REFUND NUTCRACKER	$10,295.32
	Subtotal for Cost Center **Casper Events Center:**	**$93,205.23**
	Vendor Subtotal:	**$93,205.23**
GOLDER ASSOCIATES	531775 ENGINEERING SERVICES	$682.50
	Subtotal for Cost Center **Balefill:**	**$682.50**
	527451 1ST ST REACH N PLATTE RVR	$8,045.00
	Subtotal for Cost Center **Streets:**	**$8,045.00**
	Vendor Subtotal:	**$8,727.50**
GOVERNMENTJOBS.COM	SO10019 OTHER CONTRACTUAL	$10,255.77
	Subtotal for Cost Center **Human Resources:**	**$10,255.77**
	Vendor Subtotal:	**$10,255.77**
GREEN'S SEWER & DRAIN SVC	23321 SEWAGE PLUG AT 19TH HOLE	$200.00
	Subtotal for Cost Center **Golf Course:**	**$200.00**

	Vendor Subtotal:	**$200.00**
HDR ENGINEERING, INC.	1200157262 WATER RIGHTS & SUPPLY ANALYSIS	$3,659.39
	Subtotal for Cost Center **Water:**	**$3,659.39**
	Vendor Subtotal:	**$3,659.39**
HEIN-BOND, LLC	18-062 DESIGN SERVICES - BALER BUILDI	$18,046.58
	18-063 MRF CA	$2,210.00
	Subtotal for Cost Center **Balefill:**	**$20,256.58**
	Vendor Subtotal:	**$20,256.58**
HITEK COMMUNICATIONS	2694 INSTALL CABLING	$735.00
	Subtotal for Cost Center **Police:**	**$735.00**
	Vendor Subtotal:	**$735.00**
HOMAX OIL SALES, INC.	0435604-IN POWER TRAN III	$566.70
	0434895-IN BULK FUEL	$24,055.07
	Subtotal for Cost Center **Balefill:**	**$24,621.77**
	CL91307 NOVEMBER FUEL	$3,809.63
	Subtotal for Cost Center **Water:**	**$3,809.63**
	Vendor Subtotal:	**$28,431.40**
HOPPER DISPOSAL, INC	1541 DISPOSAL/SHRED OR REMOVE TIRES	$16,927.00
	1463 DISPOSAL/SHRED OR REMOVE TIRES	$9,702.00
	Subtotal for Cost Center **Balefill:**	**$26,629.00**
	Vendor Subtotal:	**$26,629.00**
INBERG-MILLER ENGINEERS	19093CM02.15 CONST TESTING 15TH & MCKINLEY	$2,668.50
	Subtotal for Cost Center **Streets:**	**$2,668.50**

	Vendor Subtotal:	**$2,668.50**
INDUSTRIAL CONTAINER SERVICES - CO, LLC.	55771245 OTHER CONTRACTUAL- HHHW DRUMS	$4,104.89
	Subtotal for Cost Center **Balefill:**	**$4,104.89**
	Vendor Subtotal:	**$4,104.89**
ISC, INC/VENTURE TECHNOLOGIES	SIN027169 PHONES AND HEADSETS	$268.50
	SIN027169 PHONES AND HEADSETS	$1,832.46
	Subtotal for Cost Center **Finance:**	**$2,100.96**
	Vendor Subtotal:	**$2,100.96**
JAG INVESTIGATIONS INC	20181043 IN HOUSE TRAINING	$5,814.10
	Subtotal for Cost Center **Police:**	**$5,814.10**
	Vendor Subtotal:	**$5,814.10**
KATE KALNOWSKI	RIN0029126 UTILITY REFUND	$384.83
	Subtotal for Cost Center **Water:**	**$384.83**
	Vendor Subtotal:	**$384.83**
KCWY-TV	843339-1 2018 GOLF SEASON	$850.00
	843339-2 2018 GOLF SEASON	$750.00
	Subtotal for Cost Center **Golf Course:**	**$1,600.00**
	Vendor Subtotal:	**$1,600.00**
KEITH MCPHEETERS	RIN0029097 MOVING EXPENSES	$1,039.43
	Subtotal for Cost Center **Police:**	**$1,039.43**
	Vendor Subtotal:	**$1,039.43**
KNIFE RIVER/JTL	183597 COVER MATERIALS	$1,741.85
	184178 COVER MATERIALS	$688.26

	183710 COVER MATERIALS	$1,358.08
	183823 COVER MATERIALS	$1,794.32
	Subtotal for Cost Center **Balefill:**	**$5,582.51**
	RIN0029106 PLATTE RIVER TRAILS REPLACEMEN	$11,108.80
	RIN0029106 RETAINAGE 18-035	-$555.44
	RIN0029110 RETAINAGE RELEASE 18-035	$8,379.24
	RIN0029116 RETAINAGE 17-093	-$32,088.67
	Subtotal for Cost Center **Capital Projects - Engineering:**	**-$13,156.07**
	185090 WBASE	$1,253.89
	184921 PARKS IMPROVEMENT	$486.42
	184894 PARK IMPROVEMENTS	$2,054.80
	185185 W BASE	$161.15
	Subtotal for Cost Center **Parks:**	**$3,956.26**
	184677 1/2" PLANT MIX	$221.40
	184925 3/8" PLANT MIX	$1,249.92
	184765 1/2" PLANT MIX	$216.00
	Subtotal for Cost Center **Streets:**	**$1,687.32**
	RIN0029111 2018 CPUT ASPHALT REPAIR	$4,853.14
	RIN0029116 #17-093 2018 ARTERIALS & COLLE	$320,886.69
	Subtotal for Cost Center **Water:**	**$325,739.83**
	Vendor Subtotal:	**$323,809.85**
KRISTA JOHNSTON	RIN0029125 TRAVEL EXPENSES	$110.00
	Subtotal for Cost Center **Sewer:**	**$110.00**
	Vendor Subtotal:	**$110.00**
KSG CAPITAL LLC	2943 COURT APPOINTED ATT. FEES	$467.16
	2942 COURT APPOINTED ATT FEES	$746.80
	2940 COURT APPOINTED ATT FEES	$614.95
	Subtotal for Cost Center **Municipal Court:**	**$1,828.91**
	Vendor Subtotal:	**$1,828.91**
LEEWARD TREE FARM	RIN0029143 R&R tree for claim 1789CA	$305.00

	Subtotal for Cost Center **Property & Liability Insurance:**	**$305.00**
	Vendor Subtotal:	**$305.00**
LEXISNEXIS A DIVISION OF RELX INC	05263786 STATUE BOOKS	$104.43
	Subtotal for Cost Center **Municipal Court:**	**$104.43**
	Vendor Subtotal:	**$104.43**
LINCOLN NATL. LIFE INS. CO.	RIN0029132 BENEFITS PAYABLE/RETIREE LIFE	$257.77
	Subtotal for Cost Center **Health Insurance:**	**$257.77**
	Vendor Subtotal:	**$257.77**
LISA'S SPIC N SPAN	391569 CLEANING-JANITORIAL	$375.00
	391569 CLEANING-JANITORIAL	$725.00
	Subtotal for Cost Center **Balefill:**	**$1,100.00**
	Vendor Subtotal:	**$1,100.00**
LONG BUILDING TECHNOLOGIES	SRVCE0094118 ELECTRIC HEAT SERVICE	$1,238.62
	Subtotal for Cost Center **Balefill:**	**$1,238.62**
	Vendor Subtotal:	**$1,238.62**
LOWER & CO.	RIN0029123 VERDAJAMES PED BRIDGE ASS18-10	$3,750.00
	Subtotal for Cost Center **Parks:**	**$3,750.00**
	Vendor Subtotal:	**$3,750.00**
MCMURRY READY MIX CO.	227572 CONCRETE	$114.50
	Subtotal for Cost Center **Water:**	**$114.50**
	Vendor Subtotal:	**$114.50**
MERCER HOUSE, INC.	181107-2703 CAP ORPHANED AGENCY FUNDING	$11,253.49

	Subtotal for Cost Center **Capital Projects - City Manager:**	**$11,253.49**
	Vendor Subtotal:	**$11,253.49**
MOTOROLA SOLUTIONS	8230203984 INTERNET CONNECTIVITY	$3,725.99
	Subtotal for Cost Center **Communications Center:**	**$3,725.99**
	Vendor Subtotal:	**$3,725.99**
MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS	RIN0029129 INTERNET ACCESS	$503.73
	Subtotal for Cost Center **Communications Center:**	**$503.73**
	AP000179120118 METRO-ETHERNET	$1,003.55
	Subtotal for Cost Center **Finance:**	**$1,003.55**
	Vendor Subtotal:	**$1,507.28**
MUNICIPAL TREATMENT EQUIP. INC.	182114 GOLF COURSE TANK MIXER	$34,923.00
	Subtotal for Cost Center **Water:**	**$34,923.00**
	Vendor Subtotal:	**$34,923.00**
NATIONAL BENEFIT SERVICES	678687 PLAN ADMIN FEES	$369.05
	Subtotal for Cost Center **Health Insurance:**	**$369.05**
	Vendor Subtotal:	**$369.05**
NATRONA COUNTY - HALL OF JUSTICE EXPENSES	SPETEMBER2018 SEPTEMBER 2018 BUILDING RENT	$1,424.21
	AUGUST2018 AUGUST 2018 BUILDING RENT	$1,327.54
	Subtotal for Cost Center **Municipal Court:**	**$2,751.75**
	Vendor Subtotal:	**$2,751.75**
NATRONA COUNTY - SHERIFFS' OFFICE	3317 ADULT PRISONER CARE SEPT 18	$66,151.28
	Subtotal for Cost Center **Police:**	**$66,151.28**
	Vendor Subtotal:	**$66,151.28**

NATRONA COUNTY OFFICES	JULY2018 JULY 2018 BUILDING RENT	$2,018.49
	Subtotal for Cost Center **Municipal Court:**	**$2,018.49**
	Vendor Subtotal:	**$2,018.49**
ONE CALL OF WY.	50333 NOV18 LOCATE TICKETS	$160.65
	Subtotal for Cost Center **Sewer:**	**$160.65**
	50333 NOV18 LOCATE TICKETS	$196.35
	Subtotal for Cost Center **Water:**	**$196.35**
	Vendor Subtotal:	**$357.00**
P-CARD VENDORS	00080922 MOUNTAIN WEST TECH - Purchase	$27.75
	00080922 MOUNTAIN WEST TECH - Purchase	$27.75
	00081476 NORCO INC - Purchase	$28.32
	00081487 WAL-MART #3778 - Purchase	$44.93
	00081487 WAL-MART #3778 - Purchase	$16.84
	00081494 MENARDS CASPER WY - Purchase	$9.28
	00081507 MENARDS CASPER WY - Purchase	$27.44
	00081669 HAWKINS INC - Purchase	$1,826.22
	00081706 STAPLES 00114181 - Purch	$6.33
	00081882 NORCO INC - Purchase	$37.50
	Subtotal for Cost Center **Aquatics:**	**$2,052.36**
	00081221 SOURCE OFFICE - VITAL - Purcha	$20.55
	00081639 WYOMING STEEL, RECYC - Purchas	$54.96
	00081643 DK HAULING INC - Purchase	$120.00
	00081662 THE HOME DEPOT #6001 - Purchas	$54.48
	00081668 WYOMING MACHINERY CO - Purchas	$1,064.54
	00081691 AMERIGAS PRODUCT - Purchas	$1,076.18
	00081698 AIRGAS CENTRAL - Purchase	$147.39
	00081703 GCR 751 CASPER WY - Purchase	$471.50
	00081713 CASPER CONTRACTORS SUP - Purch	$299.08
	00081732 CMI-TECO - Purchase	$60.20
	00081751 CMI-TECO - Purchase	$2,532.92
	00081777 BLOEDORN LUMBER CASPER - Purch	$81.73
	00081802 THE HOME DEPOT #6001 - Purchas	$26.84
	00081820 WOODWORKERS SUPPLY, I - Purcha	$4.08

00081201 FASTENAL COMPANY01 - Purchase	$16.70
00081358 AIRGAS CENTRAL - Purchase	$227.75
00081365 GRAINGER - Purchase	$145.99
00081420 AIRGAS CENTRAL - Purchase	$224.50
00081432 SOURCE OFFICE - VITAL - Credit	-$10.92
00081438 SAMSCLUB #6425 - Purchase	$84.41
00081463 BAILEYS ACE HDWE - Purchase	$2.60
00081482 VERMEER SALES & SVCS O - Purch	$608.14
00081497 MENARDS CASPER WY - Purchase	$71.28
00081516 AIRGAS CENTRAL - Purchase	$62.90
00081516 AIRGAS CENTRAL - Purchase	$183.03
00081529 SOURCE OFFICE - VITAL - Purcha	$13.98
00081564 BARGREEN WYOMING 25 - Purchase	$110.05
00081589 WAL-MART #1617 - Purchase	$15.19
00081613 RESPOND FIRST AID OF W - Purch	$28.24
00081613 RESPOND FIRST AID OF W - Purch	$256.61
00081614 MENARDS CASPER WY - Purchase	$306.81
00081628 AEROSOLV - Purchase	$135.60
00080563 AHERN RENTALS INC - Purchase	$202.45
00081762 WM SUPERCENTER #1617 - Purchas	$23.19
00081778 AIRGAS CENTRAL - Purchase	$130.95
00081780 MENARDS CASPER WY - Purchase	$292.41
00081798 WYOMING STEEL, RECYC - Purchas	$112.00
00081803 WYOMING MACHINERY CO - Purchas	$678.70
00081811 BAILEYS ACE HDWE - Purchase	$8.59
00081840 NEOBITS INC - Purchase	$511.03
00081848 ALL OUT FIRE EXTINGUIS - Purch	$835.00
00081848 ALL OUT FIRE EXTINGUIS - Purch	$390.00
00081873 BOBCAT OF CASPER - Purchase	$316.89
00081892 MENARDS CASPER WY - Purchase	$306.04
00081915 THE HOME DEPOT #6001 - Purchas	$25.46
00081924 OREILLY AUTO #2746 - Purchase	$84.97
00081935 SOURCE OFFICE - VITAL - Purcha	$181.65
00081960 SOURCE OFFICE - VITAL - Purcha	$10.13
00081962 ALSCO INC. - Purchase	$358.76
00081970 NEOBITS INC - Purchase	$58.00
00081982 ALL OUT FIRE EXTINGUIS - Purch	$90.00
00081988 PAYPAL MILLET SOFT - Purchase	$5.00
00081998 WYOMING MACHINERY CO - Purchas	$453.20
00082011 WYOMING MACHINERY CO - Purchas	$448.54
00082054 BLOEDORN LUMBER CASPER - Purch	$28.40
Subtotal for Cost Center **Balefill:**	**$14,048.67**

00081174 INTERSTATE ALL BATTERY - Purch	$120.30
00081178 SQ SQ MJM ASSOCIATES - Purch	$50.00
00081530 SHEET METAL SPECIALTIE - Purch	$189.62
00081545 0970 CED - Purchase	$10.54
00081548 BLOEDORN LUMBER CASPER - Purch	$320.52
00081570 Prairie Pella - Wyomin - Purch	$12.25
00081571 UNITED GLASS - Purchase	$71.95
00081574 BLOEDORN LUMBER CASPER - Purch	$12.58
00081578 IMLSS COLORADO - Purchase	$303.17
00081593 IMLSS COLORADO - Purchase	$292.95
00081626 SHEET METAL SPECIALTIE - Purch	$4,350.00
00081627 DIAMOND VOGEL PAINT #7 - Purch	$33.72
00081653 SUTHERLANDS 2219 - Purchase	$3.57
00081685 THE BLIND GUY - Purchase	$404.00
00081702 BLOEDORN LUMBER CASPER - Purch	$28.98
00081708 CASPER WINNELSON CO - Purchase	$54.39
00081710 CASPER FIRE EXTINGUISH - Purch	$159.00
00081742 CASPER WINNELSON CO - Purchase	$25.28
00081747 GRAINGER - Purchase	$85.80
00081765 CASPER WINNELSON CO - Purchase	$92.76
00081787 CASPER WINNELSON CO - Purchase	$304.65
00081795 DENNIS SUPPLY COMPANY - Purcha	$62.27
00081800 THE HOME DEPOT #6001 - Purchas	$51.76
00081805 BLOEDORN LUMBER CASPER - Purch	$18.42
00081810 ARCHITECTURALGLAZINGCO - Purch	$372.40
00081826 BAILEYS ACE HDWE - Purchase	$23.46
00081832 NORCO INC - Purchase	$393.22
00081834 THE HOME DEPOT #6001 - Credit	-$51.76
00081864 CASPER WINNELSON CO - Purchase	$194.69
00081917 ACTION GLASS INC. - Purchase	$169.90
00081931 CRUM ELECTRIC SUPPLY C - Purch	$16.81
00081949 BARGREEN WYOMING 25 - Purchase	$29.04
00081958 CASPER WINNELSON CO - Purchase	$598.42
00081351 CASPER WINNELSON CO - Purchase	$96.88
00081353 0970 CED - Purchase	$455.00
00081356 CRESCENT ELECTRIC 103 - Purcha	$24.80
00081375 0970 CED - Purchase	$113.50
00081376 BEST BUY 00015271 - Purch	$78.72
00081404 0970 CED - Purchase	$84.92
00081405 CASPER WINNELSON CO - Purchase	$570.00
00081413 BLOEDORN LUMBER CASPER - Purch	$8.09
00081417 CASPER WINNELSON CO - Purchase	$13.49
00081427 BAILEYS ACE HDWE - Purchase	$13.89

00081435 CASPER WINNELSON CO - Purchase	$155.95
00081440 GRAINGER - Purchase	$3.86
00081446 SAMS CLUB #6425 - Purchase	$214.47
00081447 CASPER WINNELSON CO - Purchase	$147.41
00081448 Prairie Pella - Wyomin - Purch	$20.00
00081481 HERCULES INDUSTRIES CA - Purch	$198.37
00081962 ALSCO INC. - Purchase	$211.00
00082003 HERCULES INDUSTRIES CA - Purch	$127.23
00082041 MENARDS CASPER WY - Purchase	$14.94
00082100 ALBERTSONS #0062 - Purchase	$53.68
Subtotal for Cost Center **Buildings & Structures:**	**$11,410.86**
00081277 CASPER STAR TRIBUNE - Purchase	$223.12
Subtotal for Cost Center **Capital Projects:**	**$223.12**
00082043 CASPER STAR TRIBUNE - Purchase	$207.16
Subtotal for Cost Center **Casper Events Center:**	**$207.16**
00081760 ATLAS OFFICE PRODUCTS - Credit	-$20.49
00081781 ATLAS OFFICE PRODUCTS - Purcha	$17.62
00081883 USPS PO 5715580945 - Purchase	$27.17
00082026 TOP OFFICE PRODUCTS IN - Purch	$177.02
00082086 ATLAS OFFICE PRODUCTS - Purcha	$11.21
Subtotal for Cost Center **City Attorney:**	**$212.53**
00080652 INT IN ALLURETECH/COF - Purch	$84.00
Subtotal for Cost Center **City Hall:**	**$84.00**
00081328 LOAF N JUG #0119 Q81 - Purch	$7.47
00081686 EXXONMOBIL 47737358 - Purch	$28.16
00081699 EXXONMOBIL 45948593 - Purch	$8.73
00081740 POOR RICHARDS - Purchase	$50.40
00081822 LOAF N JUG #0119 Q81 - Purch	$37.78
00081838 LOAF N JUG #0119 Q81 - Purch	$3.49
00081936 DAIRY QUEEN #12867 QPS - Purch	$6.76
00081315 LOAF N JUG #0119 Q81 - Purch	$39.62
Subtotal for Cost Center **City Manager:**	**$182.41**
00080666 BARCODESINC - Purchase	$372.26
00080761 BARCODESINC - Purchase	$163.60
00081919 BARCODESINC - Credit	-$42.19
Subtotal for Cost Center **Code Enforcement:**	**$493.67**

00081541 PAYPAL WYOMINGPEAC - Purchase	$307.50
00081595 SAMSCLUB #6425 - Purchase	$16.66
00081602 ATLAS REPRODUCTION INC - Purch	$897.25
00081611 VZWRLSS IVR VB - Purchase	$39.29
00081684 SQU SQ PROFESSIONAL D - Purch	$300.00
00082110 CHARTER COMM - Purchase	$81.08
00082116 VZWRLSS IVR VB - Purchase	$123.47
00082133 AT&T 0512212711001 - Purcha	$85.37
00082171 GUS GLOBALSTAR USA - Purchase	$184.23
00082188 DTV DIRECTV SERVICE - Purchase	$84.99
Subtotal for Cost Center **Communications Center:**	**$2,119.84**
00080922 MOUNTAIN WEST TECH - Purchase	$111.00
Subtotal for Cost Center **Council:**	**$111.00**
00081281 CASPER STAR TRIBUNE - Purchase	$277.80
00081612 DLT SOLUTIONS 703-773- - Purch	$4,089.40
Subtotal for Cost Center **Engineering:**	**$4,367.20**
00081853 MENARDS CASPER WY - Purchase	$54.67
00081255 ATLAS OFFICE PRODUCTS - Purcha	$43.41
00081255 ATLAS OFFICE PRODUCTS - Purcha	$32.78
00081428 ATLAS OFFICE PRODUCTS - Purcha	$22.36
00081479 ETM - Purchase	$79.00
00081661 ATLAS OFFICE PRODUCTS - Purcha	$19.41
00081682 ATLAS OFFICE PRODUCTS - Purcha	$16.94
00081870 VZWRLSS IVR VB - Purchase	$280.07
00082151 GOVERNMENT FINANCE OFF - Purch	$150.00
Subtotal for Cost Center **Finance:**	**$698.64**
00081641 EXXONMOBIL 47626544 - Purch	$70.82
00081651 MES/WARREN FIRE/LAWMEN - Purch	$453.00
00081688 VULCAN STRENGTH TRAINI - Purch	$2,463.84
00081701 CPU IIT - Purchase	$88.40
00079102 TRACTOR SUPPLY CO #199 - Purch	$39.99
00080464 WPSG, INC - Purchase	$241.96
00080584 ALTRA MEDICAL CORP. - Purchase	$430.00
00080701 EXXONMOBIL 47626544 - Purch	$53.53
00080722 EXXONMOBIL 47626544 - Purch	$38.67
00080739 EXXONMOBIL 47626544 - Purch	$7.11
00080769 DOMINO'S 6042 - Purchase	$46.00
00080781 WM SUPERCENTER #1617 - Purchas	$43.82
00080890 SMITHS FOOD #4185 - Purchase	$2.79

00080987 SMITHS FOOD #4185 - Purchase	$49.65
00081111 WAL-MART #3778 - Purchase	$80.89
00081112 WAGNER'S OUTDOOR OUTFI - Purch	$99.70
00081142 HOBBY-LOBBY #0233 - Purchase	$37.76
00081189 EXXONMOBIL 47626544 - Purch	$55.37
00081204 WM SUPERCENTER #3778 - Purchas	$24.54
00081229 EXXONMOBIL 47626544 - Purch	$34.36
00081271 HOBBY-LOBBY #0233 - Purchase	$167.96
00081310 EXXONMOBIL 47626544 - Purch	$66.38
00081334 ARROW INTERNATIONAL - Purchase	$219.58
00081390 ENTENMANN-ROVIN COMPAN - Purch	$400.50
00081401 SQ SQ PIECE-A-CAKE L - Purch	$85.00
00081415 ENERGY LABORATORIES - Purchase	$100.00
00081436 OHD, LLLP - Purchase	$90.00
00081449 NORCO INC - Purchase	$14,138.03
00081492 BEARING BELTCHAIN00244 - Purch	$384.75
00081526 SQ SQ MY EDUCATIONAL - Purch	$162.00
00081558 SPORTSMANS WAREHOUSE 1 - Purch	$49.98
00081623 MES/WARREN FIRE/LAWMEN - Purch	$1,458.72
Subtotal for Cost Center **Fire:**	**$21,685.10**
00081632 DECKER AUTO GLASS - Purchase	$174.97
00081656 DECKER AUTO GLASS - Purchase	$455.18
00081663 CASPER TIRE 0000705 - Purchase	$115.00
00081707 CMI-TECO - Purchase	$3,106.82
00081610 STAPLES 00114181 - Purch	$141.96
Subtotal for Cost Center **Fleet Maintenance:**	**$3,993.93**
00080922 MOUNTAIN WEST TECH - Purchase	$111.00
00081520 FEDEXOFFICE 00009423 - Purch	$210.00
00081379 WAL-MART #3778 - Purchase	$25.35
Subtotal for Cost Center **Fort Caspar:**	**$346.35**
00081250 PAYPAL ANTLERWORKS - Purchase	$143.00
00081552 INGRAM BOOK COMPANY - Purchase	$36.69
00081680 INGRAM BOOK COMPANY - Purchase	$33.15
Subtotal for Cost Center **General - Fort Caspar:**	**$212.84**
00081821 MENARDS CASPER WY - Purchase	$41.74
00081518 VZWRLSS MY VZ VB P - Purchase	$80.02
00081597 CHARTER COMM - Purchase	$135.37
00081635 NORCO INC - Purchase	$243.50
Subtotal for Cost Center **Golf Course:**	**$500.63**

00081682 ATLAS OFFICE PRODUCTS - Purcha	$16.95
Subtotal for Cost Center **Health Insurance:**	**$16.95**
00081531 CASPER FIRE EXTINGUISH - Purch	$1,393.26
00081553 SQU SQ CL&C DRILLING - Purcha	$760.00
00081562 SUMMIT ELECTRIC, INC. - Purcha	$1,929.21
00081603 SNOMAX LLC - Purchase	$2,664.00
00081607 GRAINGER - Purchase	$161.05
00081650 THE HOME DEPOT #6001 - Purchas	$66.39
00081831 SP LINERZ INSERTS LL - Purch	$32.65
Subtotal for Cost Center **Hogadon:**	**$7,006.56**
00081590 INTUIT IN PEDENS INC - Purch	$30.00
00081604 ATLAS OFFICE PRODUCTS - Purcha	$63.30
00081615 AMAZON.COM M00809OK1 A - Purch	$111.00
00081661 ATLAS OFFICE PRODUCTS - Purcha	$12.91
00081682 ATLAS OFFICE PRODUCTS - Purcha	$16.95
00081905 ATLAS OFFICE PRODUCTS - Purcha	$46.61
00081921 INT IN POWDER RIVER S - Purch	$80.00
00081948 DISCOUNTMUGS.COM - Purchase	$611.00
00081984 VISTAPR VistaPrint.com - Purch	$46.69
00082065 VISTAPR VistaPrint.com - Purch	$49.32
00082036 BAUDVILLE INC. - Purchase	$103.30
00082060 INTUIT IN PEDENS INC - Purch	$30.00
00082162 POSTER COMPLIANCE CENT - Purch	$765.75
Subtotal for Cost Center **Human Resources:**	**$1,966.83**
00080922 MOUNTAIN WEST TECH - Purchase	$27.75
00081377 PROMUSICGROUP,LLC - Purchase	$116.81
00081429 BAILEYS ACE HDWE - Purchase	$8.10
00081580 SQUARE SQ PAPA JOHNS - Purch	$406.41
00081594 SAMS CLUB #6425 - Purchase	$183.70
00081625 FARMER BROTHERS COFFEE - Purch	$129.38
00081631 HOWIES HOCKEY INC - Purchase	$75.30
00081647 HOWIES HOCKEY INC - Purchase	$203.04
00081652 SAMSCLUB.COM - Purchase	$450.42
00081706 STAPLES 00114181 - Purch	$6.33
00081692 QNC INC - Purchase	$79.91
00081364 INTUIT IN PEDENS INC - Purch	$270.00
00081392 SAMSCLUB #6425 - Purchase	$26.90
00081397 SAMSCLUB.COM - Purchase	$291.15
Subtotal for Cost Center **Ice Arena:**	**$2,275.20**

00081612 DLT SOLUTIONS 703-773- - Purch	$1,022.35
00081735 Microsoft Store - Purchase	$2,697.45
00081797 Microsoft Store - Credit	-$128.45
Subtotal for Cost Center **Information Services:**	**$3,591.35**
00081470 CPU IIT - Purchase	$736.60
Subtotal for Cost Center **Information Technology:**	**$736.60**
00081582 5.11 TACTICAL.COM ECOM - Purch	$78.74
00080246 WM SUPERCENTER #3778 - Purchas	$11.84
00080492 MOUNTAIN STATES LITHOG - Purch	$81.01
00080501 ALTITUDE VETERINARY HO - Purch	$175.00
00080553 DEA REGISTRATION - Credit	-$244.04
00080565 ALL CREATURES VETERINA - Purch	$255.00
00081830 VZWRLSS IVR VB - Purchase	$622.28
00081895 MOUNTAIN STATES LITHOG - Purch	$171.45
00081066 ALTITUDE VETERINARY HO - Purch	$618.50
00081076 UW CASHIER OFFICE - Purchase	$61.25
00081724 COCA COLA BOTTLING CO - Purcha	$88.80
00081885 SUTHERLANDS 2219 - Purchase	$576.00
00082067 HOTSY EQUIPMENT OF WYO - Purch	$298.00
Subtotal for Cost Center **Metro Animal:**	**$2,793.83**
00081466 ADOBE CREATIVE CLOUD - Credit	-$3.83
00081466 ADOBE CREATIVE CLOUD - Credit	-$36.46
00081486 ADOBE CREATIVE CLOUD - Purcha	$569.97
00081486 ADOBE CREATIVE CLOUD - Purcha	$59.90
00081658 STAPLES 00114181 - Purch	$36.87
00081658 STAPLES 00114181 - Purch	$3.87
Subtotal for Cost Center **Metropolitan Planning:**	**$630.32**
00080484 ATLAS OFFICE PRODUCTS - Purcha	$37.17
00080590 ATLAS OFFICE PRODUCTS - Purcha	$197.48
00080793 FEDEXOFFICE 00009423 - Purch	$11.60
00080812 FEDEXOFFICE 00009423 - Purch	$24.90
00081696 WYOMING STATE BAR - Purchase	$380.00
00081715 VISTAPR VistaPrint.com - Purch	$50.97
00081318 TOP OFFICE PRODUCTS IN - Purch	$116.42
00081325 INT IN POWDER RIVER S - Purch	$42.00
00081342 VISTAPR VistaPrint.com - Purch	$26.24
00081425 ATLAS OFFICE PRODUCTS - Purcha	$135.83
00081459 ATLAS OFFICE PRODUCTS - Purcha	$66.90

00081474 4TE DEWITT WATER SYSTE - Purch	$21.50
00081579 AXON TASER - Purchase	$370.00
00081583 AXON TASER - Purchase	$370.00
00081606 ATLAS OFFICE PRODUCTS - Purcha	$16.53
00081306 INT IN POWDER RIVER S - Purch	$21.00
Subtotal for Cost Center **Municipal Court:**	**$1,888.54**
00080970 DISPLAY SALES CO - Purchase	$63.00
00081038 TETON STEEL - Purchase	$120.00
00081070 DECKER AUTO GLASS - Purchase	$251.05
00081194 MENARDS CASPER WY - Purchase	$49.98
00081258 BEST BUY 00015271 - Purch	$35.97
00081367 BARGREEN WYOMING 25 - Purchase	$33.69
00081402 THE HOME DEPOT #6001 - Purchas	$11.94
00081422 GEOTEC INDUSTRIAL SUPP - Purch	$87.55
00081444 TETON STEEL - Purchase	$120.00
00081588 INTL SOC ARBORICULTURE - Purch	$230.00
00081678 BEACON ATHLETICS - Purchase	$987.20
00081683 BEACON ATHLETICS - Purchase	$1,312.00
00081731 THE HOME DEPOT #6001 - Purchas	$49.98
00081814 CPS DISTRIBUTORS INC C - Purch	$74.72
00081823 THE HOME DEPOT #6001 - Purchas	$22.68
00081841 GRAINGER - Purchase	$45.72
00081847 CRESCENT ELECTRIC 103 - Purcha	$314.51
00081478 STAPLS6923920310000 - Purchase	$75.52
00081605 STAPLS6923920310001 - Credit	-$3.66
00081612 DLT SOLUTIONS 703-773- - Purch	$511.17
00082050 CASPER STAR TRIBUNE - Purchase	$514.32
Subtotal for Cost Center **Parks:**	**$4,907.34**
00081945 CASPER STAR TRIBUNE - Purchase	$58.56
Subtotal for Cost Center **Planning:**	**$58.56**
00080675 7-ELEVEN 32633 - Purchase	$29.83
00080844 INTERNATIONAL TRANSACTION - Pu	$1.19
00080977 STAFFORD WINGS - Purchase	$13.08
00080997 BJ'S FUEL #9553 - Purchase	$30.13
00081207 SNARFS ARAPAHOE - Purchase	$20.00
00081319 SHELL OIL 57542188800 - Purcha	$61.00
00081333 MAI THAI - Purchase	$25.53
00081369 WENDY'S #6911 - Purchase	$14.88
00081410 RICOH USA, INC - Credit	-$2.14
00081464 OREILLY AUTO #2746 - Purchase	$31.48

00081513 OREILLY AUTO #2746 - Credit	-$5.24
00081521 INT IN JERRY POST, PS - Purch	$1,200.00
00081533 PAYPAL LAWENFORCES - Purchase	$533.70
00081534 INT IN WESTERN SIGN A - Purch	$223.40
00081538 WM SUPERCENTER #1617 - Purchas	$10.14
00081541 PAYPAL WYOMINGPEAC - Purchase	$207.50
00081555 NICOLETTI FLATER ASSOC - Purch	$200.00
00081566 PAYPAL REEVESCOMPA - Purchase	$238.78
00081573 VZWRLSS IVR VB - Purchase	$920.23
00081575 AMZN Mktp US M09168OO1 - Purch	$31.95
00081602 ATLAS REPRODUCTION INC - Purch	$77.76
00081611 VZWRLSS IVR VB - Purchase	$973.37
00081630 UNIFORMS 2 GEAR - Purchase	$1,604.22
00081636 MOUNTAIN STATES LITHOG - Purch	$172.50
00081638 SOURCE OFFICE - VITAL - Purcha	$1,317.34
00081640 THE RADAR SHOP - Purchase	$268.00
00081644 PAYPAL YELLOWHUMME - Purchase	$400.00
00081654 INT IN PRECISION WIND - Purch	$440.00
00081655 AMZN MKTP US M059094Q1 - Purch	$201.54
00081657 FEDEX 90743382 - Purchase	$65.83
00081660 CASPER STAR TRIBUNE - Purchase	$109.84
00081670 GALLS - Purchase	$601.65
00081687 SOURCE OFFICE - VITAL - Purcha	$201.15
00081763 UNITED GLASS - Purchase	$135.00
00081768 THE HOME DEPOT #6001 - Purchas	$108.55
00081771 HOTELS.COM153745201957 - Purch	$572.91
00081788 CPU IIT - Purchase	$249.00
00081793 LCI SERVICE - Purchase	$525.00
00081836 UNITED 01672280914161 - Pur	$273.91
00081859 AMERICAN POLYGRAPH ASS - Purch	$150.00
00081918 KMART 4736 - Purchase	$3.11
00081015 OLD CHICAGO LAKEWOOD - Purchas	$16.42
00081036 NOODLES & CO 112 - Purchase	$8.60
00081052 FIREHOUSE SUBS #56 - Purchase	$11.00
00081067 BUFFALO WILD WINGS 013 - Purch	$16.59
00081188 CHUY'S - Purchase	$16.49
00081203 FIRST WATCH 341 - Purchase	$20.00
00081242 HOLIDAY INN LAKEWOOD T - Purch	$14.83
00081275 THE FRENCH PRESS - Purchase	$10.54
00081297 CHICK-FIL-A #02759 - Purchase	$8.05
00081303 SQU SQ STACK SUBS - B - Purch	$15.16
00081339 YANNA'S CAFE - Purchase	$13.70
00081362 THE ROCK - BELMAR - Purchase	$13.75

00081380 CAFE JORDANO - Purchase	$13.70
00081418 T STREET ROADHOUSE - Purchase	$24.46
00081430 DICKEYS CO-198 - Purchase	$10.50
00081528 AMZN Mktp US M035T8OM1 - Purch	$135.96
00081544 WAL-MART #1617 - Purchase	$61.95
00081672 DELTA 00682985361354 - Pur	$30.00
00081695 PALACE BUFFET - Purchase	$18.39
00081709 TAXI SVC LAS VEGAS - Purchase	$39.10
00081712 SUBWAY 00663690 - Purch	$7.57
00081734 SUBWAY 00663690 - Purch	$7.56
00081755 PALACE BUFFET - Purchase	$21.39
00081764 PALACE BUFFET - Purchase	$21.39
00081774 WDH PHL CHEMICAL TESTI - Purch	$484.00
00081784 TRAVELOCITY 7394831748 - Purch	$240.12
00081785 SUBWAY 00663690 - Purch	$7.56
00081808 PALACE BUFFET - Purchase	$21.39
00081809 NOLAND FEED - Purchase	$114.75
00081856 WHITTLESEABLUE - Purchase	$35.19
00081861 DELTA 00682986859645 - Pur	$30.00
00081877 PHV RINGERS - Purchase	$31.65
00081887 UNITED 01624281923191 - Pur	$593.90
00081888 PALACE HOTEL F/D - Purchase	$487.44
00081890 SAFARILAND, LLC - Purchase	$170.10
00081898 SUBWAY 00663690 - Purch	$7.77
00081901 PALACE BUFFET - Purchase	$15.98
00081916 PALACE BUFFET - Purchase	$21.39
00081920 DELTA 00682985428801 - Pur	$100.00
00081965 RESPOND FIRST AID OF W - Purch	$62.92
00081969 DELTA 00623493752895 - Pur	$196.70
00081975 BUDGET.COM PREPAY RESE - Purch	$266.34
00081986 PRISTINE AUTO SOLUTION - Purch	$61.80
00081990 GLOCK PROFESSIONAL INC - Purch	$350.00
00082059 UBER TRIP 25FRA - Purchase	$32.70
00082077 VOIANCE LLC - Purchase	$1.70
00082078 TLO TRANSUNION - Purchase	$116.60
00082080 COCA COLA BOTTLING CO - Purcha	$193.20
00082087 OPTICSPLANET, INC. - Purchase	$150.00
00082094 INT IN NIX SIGN COMPA - Purch	$299.25
00082096 AT&T BILL PAYMENT - Purchase	$5,802.12
00082099 E&F HOLDING CO. - Purchase	$180.00
00082124 ENTENMANN-ROVIN COMPAN - Purch	$1,054.50
00082138 CPU IIT - Purchase	$2,967.90
00082152 BEST BUY 00015271 - Purch	$99.99

00082154 INT IN JOHNSON, ROBER - Purch	$15.00
00082155 DOUGH ENTERPRISES LLC - Purcha	$30.25
00082158 MERBACK AWARDS COMPANY - Purch	$149.16
00082168 SOURCE OFFICE - VITAL - Purcha	$205.12
00082175 WM SUPERCENTER #1617 - Purchas	$68.92
00082177 UNITED 01624287949546 - Pur	$541.90
00082192 CPU IIT - Purchase	$660.00
00082193 INT IN POWDER RIVER S - Purch	$138.00
00082196 CPU IIT - Purchase	$79.98
00082199 HOBBY-LOBBY #0233 - Purchase	$29.34
00082202 UNITED 01624287973792 - Pur	$541.90
00082215 STREET CRIMES - Purchase	$897.00
00082217 CPU IIT - Purchase	$29.95
00082218 INT IN JOHNSON, ROBER - Purch	$135.00
00082230 EXPERIAN EXP PAY CC - Purchase	$120.23
00082233 GLOCK PROFESSIONAL INC - Credi	-$350.00
00082250 UNIFORMS 2 GEAR - Purchase	$926.29
00082257 FEDEX 90944388 - Purchase	$24.57
00082269 GALLS - Purchase	$1,406.39
00082291 R & R REST STOPS - Purchase	$156.92
00082299 AMZN MKTP US M00MB3S00 - Purch	$225.43
00082303 LITTLE CAESARS 1989 00 - Purch	$24.24
Subtotal for Cost Center **Police:**	**$33,045.77**
00081381 HUHOT MONGOLIAN GRILL - Purcha	$21.68
00081388 HUHOT MONGOLIAN GRILL - Purcha	$18.99
00081452 SPRINGHILL SUITES BILL - Purch	$205.16
00081457 TEXAS ROADHOUSE FR #21 - Purch	$15.98
00081468 PAPA BINOS - Purchase	$15.00
00081477 PAPA BINOS - Purchase	$14.50
00081488 TEXAS ROADHOUSE FR #21 - Purch	$16.00
00081495 MONTANA BREWING COMPAN - Purch	$16.48
00081502 MONTANA BREWING COMPAN - Purch	$14.99
00081511 SPRINGHILL SUITES BILL - Purch	$205.16
00081611 VZWRLSS IVR VB - Purchase	$80.02
00081997 PANERA BREAD #202376 - Purchas	$10.70
00082103 TAQUERIA MEXICO - 1 - Purchase	$26.11
00082120 PANERA BREAD #202376 - Purchas	$11.59
00082135 JACK STACK BBQ FH - Purchase	$27.92
00082195 BREWERY EMPERIAL - Purchase	$18.74
00082235 JACK STACK BBQ FH - Purchase	$36.67
00082239 GRINDERS CROSSROADS - Purchase	$21.74
00082260 CNCIA PARKING - Purchase	$20.00

Subtotal for Cost Center **Police Grants:**	**$797.43**
00081604 ATLAS OFFICE PRODUCTS - Purcha	$11.50
00081682 ATLAS OFFICE PRODUCTS - Purcha	$16.94
00081403 Prairie Pella - Wyomin - Purch	$1,018.77
00081714 BUFFALO BRAND SEED LLC - Purch	$845.00
00081968 SQ SQ MY EDUCATIONAL - Purch	$242.00
Subtotal for Cost Center **Property & Liability Insurance:**	**$2,134.21**
00080922 MOUNTAIN WEST TECH - Purchase	$27.75
00081572 REVDANCE/TENTH HOUSE - Purchas	$51.99
00081642 NORCO INC - Purchase	$398.76
00081706 STAPLES 00114181 - Purch	$6.34
00081804 USPS PO 5715580945 - Purchase	$8.80
00081824 AMZN Mktp US M00I79EY2 - Purch	$74.99
Subtotal for Cost Center **Recreation:**	**$568.63**
00081667 CASPER TIRE 0000705 - Purchase	$50.00
00081697 JACKS TRUCK AND EQUIPM - Purch	$1,565.23
00081707 CMI-TECO - Purchase	$986.25
00081716 CMI-TECO - Purchase	$268.57
00081726 CMI-TECO - Purchase	$1,447.61
00081727 CMI-TECO - Purchase	$4,778.06
00081730 CMI-TECO - Purchase	$949.26
00081733 CMI-TECO - Purchase	$2,455.39
00081738 CMI-TECO - Purchase	$893.79
00081752 CMI-TECO - Purchase	$829.41
00081753 CMI-TECO - Purchase	$175.95
00081759 CMI-TECO - Purchase	$546.87
00081456 PACIFIC HIDE AND FUR # - Purch	$1,022.09
00081757 CMI-TECO - Purchase	$15,360.08
00081216 CASPER STAR TRIBUNE - Purchase	$728.72
00081438 SAMSCLUB #6425 - Purchase	$84.41
00081532 CMI-TECO - Purchase	$65.01
00081613 RESPOND FIRST AID OF W - Purch	$38.83
00081833 CMI-TECO - Purchase	$757.28
00081839 CMI-TECO - Purchase	$852.39
00081843 HARBOR FREIGHT TOOLS 3 - Purch	$67.03
00081848 ALL OUT FIRE EXTINGUIS - Purch	$965.00
00081851 SIX ROBBLEES NO 19 - Purchase	$273.50
00081867 SIX ROBBLEES NO 19 - Purchase	$113.11
00081912 SAMS CLUB #6425 - Purchase	$19.69
00081962 ALSCO INC. - Purchase	$255.00

00081996 CASPER TIRE 0000705 - Purchase	$145.00
00082002 BAILEYS ACE HDWE - Purchase	$26.63
00082016 CMI-TECO - Purchase	$28.30
00082022 POP PAUL OXMAN PBLSHNG - Purch	$966.40
00082056 CASPER TIRE 0000705 - Purchase	$35.00
Subtotal for Cost Center **Refuse Collection:**	**$36,749.86**
00081633 CASPER CONTRACTORS SUP - Purch	$94.50
00081705 SAMSCLUB #6425 - Purchase	$45.00
00081458 WATERWORKS IND 2697 - Purchase	$48.06
00081493 INNOVYZE INC - Purchase	$2,800.00
00081504 NATIONAL SOCIETY OF PR - Purch	$299.00
00081852 ALBERTSONS #0062 - Purchase	$9.98
00081944 WEF MAIN - Purchase	$175.00
00082007 CASPER CONTRACTORS SUP - Purch	$64.25
00082042 ALSCO INC. - Purchase	$209.76
Subtotal for Cost Center **Sewer:**	**$3,745.55**
00081472 VZWRLSS IVR VB - Purchase	$40.03
00081484 URGENT CARE OF CASPER - Purcha	$680.00
00081523 INT IN EXPRESS PRINTI - Purch	$578.00
00081557 INBERG-MILLER ENGINEER - Purch	$186.00
00081577 BEARING BELTCHAIN00244 - Purch	$14.47
00081591 BOBCAT OF CASPER - Purchase	$40.83
00081694 AIRGAS CENTRAL - Purchase	$39.15
00081719 GRAINGER - Purchase	$91.48
00081707 CMI-TECO - Purchase	$345.81
00081737 WEAR PARTS INC - Purchase	$2.81
00081818 0970 CED - Purchase	$67.39
00081829 AIRGAS CENTRAL - Purchase	$151.12
00081957 ALSCO INC. - Purchase	$372.86
00081967 INTERNATIONAL MUNICIPA - Purch	$425.00
00082020 CASPER STAR TRIBUNE - Purchase	$223.12
00082064 CASPER STAR TRIBUNE - Purchase	$223.12
Subtotal for Cost Center **Streets:**	**$3,481.19**
00081674 ATLAS OFFICE PRODUCTS - Purcha	$55.58
00081700 CASPER WINNELSON CO - Purchase	$145.14
00081711 CASPER WINNELSON CO - Purchase	$104.56
00081721 CONOCO - HOMAX OIL SAL - Purch	$572.80
00081722 LONE STAR BLOWER INC - Purchas	$5,659.00
00081723 RESPOND FIRST AID OF W - Purch	$49.39
00081758 CONOCO - HOMAX OIL SAL - Purch	$58.05

00081453 ENVIRONMENTAL EXPRESS - Purcha	$131.33
00081461 ATLAS OFFICE PRODUCTS - Purcha	$119.19
00081522 CASPER WINNELSON CO - Purchase	$15.87
00081524 MOBILE AIR INC - Purchase	$3,145.00
00081536 GRAINGER - Purchase	$52.74
00081539 BEARING BELTCHAIN00244 - Purch	$79.74
00081542 GRAINGER - Purchase	$58.51
00081550 CASPER FIRE EXTINGUISH - Purch	$64.00
00081556 FERGUSON ENT #3069 - Purchase	$650.97
00081567 SQ SQ VENTURE TECHNO - Purch	$2,977.60
00081586 MICRO MOTION INC - Purchase	$3,088.66
00081608 GRAINGER - Purchase	$103.92
00081617 CASPER FIRE EXTINGUISH - Purch	$64.00
00081618 GRAINGER - Purchase	$10.19
00081622 ATLAS OFFICE PRODUCTS - Purcha	$291.96
00081772 DATA CONNECT ENTRPRS I - Purch	$728.50
00081812 CASPER TIRE 0000705 - Credit	-$312.99
00081825 BLOEDORN LUMBER CASPER - Purch	$52.77
00081835 MURDOCHS RANCH &HOME # - Purch	$799.99
00081842 CASPER TIRE 0000705 - Purchase	$312.90
00081849 WESTERN STATES FIRE PR - Purch	$98.00
00081866 PURVIS INDUSTRIES 67 - Purchas	$226.44
00081889 CASPER WINNELSON CO - Purchase	$305.36
00081900 PACE ANALYTICAL SERVIC - Purch	$926.00
00081900 PACE ANALYTICAL SERVIC - Purch	$65.00
00081926 NORCO INC - Purchase	$22.54
00081929 HACH COMPANY - Purchase	$452.46
00081946 THE HOME DEPOT 6001 - Purchase	$399.00
00081956 CASPER WINNELSON CO - Purchase	$104.56
00081961 ALSCO INC. - Purchase	$417.72
00081966 BAILEYS ACE HDWE - Purchase	$44.97
00081993 GRAINGER - Purchase	$33.33
00082014 BLOEDORN LUMBER CASPER - Credi	-$28.44
00082023 CASPER STAR TRIBUNE - Purchase	$223.12
00082031 BLOEDORN LUMBER CASPER - Purch	$28.40
00082048 RMI WYOMING INC - Purchase	$34.59
00082051 HARRINGTON IND PLASTIC - Purch	$225.34
00082062 GRAINGER - Purchase	$643.00
Subtotal for Cost Center **Waste Water:**	**$23,300.76**
00081897 GUNNERS METERS - Purchase	$402.00
00081646 EUROFINS EATON ANALYTI - Purch	$530.00
00081649 MENARDS CASPER WY - Purchase	$32.94

00081718 USPS PO 5715580945 - Purchase	$7.83
00081294 HYDRAFLO INC - Purchase	$120.00
00081341 GEORGE T SANDERS 20 - Purchase	$235.70
00081350 USPS PO 5715580945 - Purchase	$12.90
00081371 USPS PO 5715580945 - Purchase	$200.00
00081372 FASTENAL COMPANY01 - Purchase	$49.68
00081412 DIAMOND VOGEL PAINT #7 - Purch	$40.08
00081443 INTUIT IN NANIA INC - Purcha	$225.00
00081469 THE HOME DEPOT #6001 - Purchas	$3.96
00081473 WATERWORKS IND 2697 - Purchase	$103.33
00081491 DANA KEPNER CO. - Purchase	$73.83
00081501 DANA KEPNER CO. - Purchase	$1,711.00
00081505 UNION WIRELESS - Purchase	$129.03
00081519 ENERGY LABORATORIES, I - Purch	$352.00
00081535 INBERG-MILLER ENGINEER - Purch	$523.00
00081568 NORCO INC - Purchase	$157.63
00081585 DANA KEPNER CO. - Purchase	$73.83
00081600 DANA KEPNER CO. - Purchase	$181.50
00081616 ENERGY LABORATORIES, I - Purch	$54.00
00081118 GRAINGER - Purchase	$11.56
00081671 SUTHERLANDS 2219 - Purchase	$18.98
00081689 WATERWORKS IND 2697 - Purchase	$64.08
00081744 MENARDS CASPER WY - Credit	-$24.81
00081750 ENERGY LABORATORIES, I - Purch	$27.00
00081766 ATLAS REPRODUCTION INC - Purch	$183.60
00081769 ENERGY LABORATORIES, I - Purch	$22.00
00081773 WYOMING ASSOCIATION OF - Purch	$450.00
00081775 FEDEX 90827123 - Purchase	$43.71
00081782 MENARDS CASPER WY - Purchase	$7.74
00081786 ENERGY LABORATORIES, I - Purch	$22.00
00081790 CPU IIT - Purchase	$495.00
00081794 BEARING BELTCHAIN00244 - Purch	$27.96
00081801 MENARDS CASPER WY - Credit	-$8.13
00081806 ATLAS OFFICE PRODUCTS - Purcha	$77.05
00081807 SUTHERLANDS 2219 - Purchase	$24.60
00081816 ENERGY LABORATORIES, I - Purch	$44.00
00081827 ENERGY LABORATORIES, I - Purch	$44.00
00081845 ENERGY LABORATORIES, I - Purch	$374.00
00081863 ENERGY LABORATORIES, I - Purch	$110.00
00081894 ENERGY LABORATORIES, I - Purch	$88.00
00081907 ATLAS OFFICE PRODUCTS - Purcha	$60.18
00081911 CRUM ELECTRIC SUPPLY C - Purch	$15.03
00081932 SAMS CLUB #6425 - Purchase	$514.82

00082008 AWWA.ORG - Purchase	$3,775.00
Subtotal for Cost Center **Water:**	**$11,686.61**
00081681 ATLAS OFFICE PRODUCTS - Purcha	$15.25
00081704 EUROFINS EATON ANALYTI - Purch	$100.00
00081728 THE HOME DEPOT 6001 - Purchase	$202.98
00081739 ENERGY LABORATORIES - Purchase	$231.00
00081754 THE HOME DEPOT #6001 - Purchas	$78.42
00081776 WYOMING ASSOCIATION OF - Purch	$450.00
00081789 INTERSTATE ALL BATTERY - Purch	$78.80
00081690 AMERICAN CRANE GROUP - Purchas	$1,554.00
00081791 THE HOME DEPOT #6001 - Purchas	$33.66
00081815 WYOMING CAMERA - Purchase	$453.93
00081855 0970 CED - Purchase	$44.70
00081858 THE HOME DEPOT #6001 - Purchas	$32.06
00081880 THE HOME DEPOT #6001 - Purchas	$77.11
00081908 THE HOME DEPOT #6001 - Credit	-$33.66
00081910 AMERICAN CRANE GROUP - Purchas	$1,550.00
00081923 0970 CED - Purchase	$410.32
00081940 AMERICAN CRANE GROUP - Credit	-$1,554.04
00081950 ENERGY LABORATORIES - Purchase	$231.00
00081951 BEARING BELTCHAIN00244 - Purch	$43.48
00081971 BEARING BELTCHAIN00244 - Credi	-$16.14
00081972 ALSCO INC. - Purchase	$145.08
00081973 WYOMING CAMERA - Purchase	$29.95
00082001 0970 CED - Purchase	$123.72
00082017 ATLAS OFFICE PRODUCTS - Purcha	$247.10
00082039 MENARDS CASPER WY - Purchase	$81.59
00082047 BEARING BELTCHAIN00244 - Purch	$15.26
00082055 THE HOME DEPOT #6001 - Purchas	$75.35
00082153 EUROFINS EATON ANALYTI - Purch	$200.00
Subtotal for Cost Center **Water Treatment Plant:**	**$4,900.92**
00080566 WESTCO - Purchase	$936.80
00081601 MENARDS CASPER WY - Purchase	$22.74
00081746 BAILEYS ACE HDWE - Purchase	$18.99
00081725 DBC IRRIGATION SUPPLY - Purcha	$5,400.00
00080871 SUTHERLANDS 2219 - Purchase	$26.61
00081612 DLT SOLUTIONS 703-773- - Purch	$511.18
Subtotal for Cost Center **Weed And Pest:**	**$6,916.32**
Vendor Subtotal:	**$216,149.64**

POSTAL PROS SOUTHWEST INC	49804 UTILITY BILLING FEES	$3,624.63
	5569 UTILITY BILLING FEES	$5,487.98
	Subtotal for Cost Center **Finance:**	**$9,112.61**
	Vendor Subtotal:	**$9,112.61**
RAILROAD MGMT CO III, LLC	383418 24-IN SEWER LINE ENCROACHMENT	$2,857.15
	Subtotal for Cost Center **Sewer:**	**$2,857.15**
	383418 8-IN WATER LINE ENCROACHMENT	$2,857.15
	Subtotal for Cost Center **Water:**	**$2,857.15**
	Vendor Subtotal:	**$5,714.30**
RECYCLED MATERIALS, LLC.	RIN0029115 RETAINAGE RELEASE 18-052	$1,408.75
	Subtotal for Cost Center **Balefill:**	**$1,408.75**
	Vendor Subtotal:	**$1,408.75**
ROCKY MOUNTAIN POWER	AP000149113018 ELECTRCITY	$4,684.96
	Subtotal for Cost Center **Aquatics:**	**$4,684.96**
	AP000150120318 ELECTRICITY	$163.12
	Subtotal for Cost Center **Cemetery:**	**$163.12**
	AP000240113018 ELECTRICITY	$1,017.88
	AP000155120318 ELECTRICITY	$2,634.23
	Subtotal for Cost Center **Fire:**	**$3,652.11**
	AP000154120318 ELECTRICITY	$3,375.31
	Subtotal for Cost Center **Fleet Maintenance:**	**$3,375.31**
	AP000156113018 ELECTRICITY	$533.65
	Subtotal for Cost Center **Fort Caspar:**	**$533.65**
	AP000235112918 ELECTRICITY	$3,665.49
	Subtotal for Cost Center **Hogadon:**	**$3,665.49**
	AP000159113018 ELECTRICITY	$6,127.51

	Subtotal for Cost Center **Ice Arena:**	**$6,127.51**
	AP000160120318 ELECTRICITY	$871.12
	Subtotal for Cost Center **Metro Animal:**	**$871.12**
	AP000244112818 ELECTRICITY	$74.64
	Subtotal for Cost Center **Parks:**	**$74.64**
	AP000162120318 ELECTRICITY	$53.12
	Subtotal for Cost Center **Police:**	**$53.12**
	AP000152113018 ELECTRICITY	$3,808.92
	Subtotal for Cost Center **Recreation:**	**$3,808.92**
	AP000239112918 ELECTRICITY	$73.82
	AP000163120318 ELECTRICITY	$368.90
	Subtotal for Cost Center **Sewer:**	**$442.72**
	AP000241120318 ELECTRICITY	$83.04
	Subtotal for Cost Center **Streets:**	**$83.04**
	AP000242111918 ELECTRICITY	$162.16
	AP000166120318 ELECTRICITY	$23,902.86
	Subtotal for Cost Center **Waste Water:**	**$24,065.02**
	AP000243120318 ELECTRICITY	$460.16
	Subtotal for Cost Center **Water:**	**$460.16**
	Vendor Subtotal:	**$52,060.89**
ROD BARSTAD'S PAINT & AUTO BODY	6487 INS CLAIM NO 1674CA/ 101288	$756.00
	Subtotal for Cost Center **Fleet Maintenance:**	**$756.00**
	Vendor Subtotal:	**$756.00**
SHEET METAL SPECIALTIES, INC.	28708 WWTP HVAC IMPROVEMENTS 17-070	$56,700.00
	28708 RETAINAGE 17-070	-$2,835.00
	Subtotal for Cost Center **Waste Water:**	**$53,865.00**
	Vendor Subtotal:	**$53,865.00**

SMARSH, INC	INV00424998 ARCHIVING EMAIL	$7.00
	Subtotal for Cost Center **Finance:**	**$7.00**
	Vendor Subtotal:	**$7.00**
STATE OF WY. - OFFICE OF STATE LANDS & INVEST	RIN0029119 CWSRR#128 PRINCIPAL PAYMENT	$3,434.22
	Subtotal for Cost Center **Waste Water:**	**$3,434.22**
	Vendor Subtotal:	**$3,434.22**
STEALTH PARTNER GROUP	RIN0029103 MEDICAL STOP LOSS	$49,806.54
	RIN0029105 MEDICAL STOP LOSS	$54,361.58
	Subtotal for Cost Center **Health Insurance:**	**$104,168.12**
	Vendor Subtotal:	**$104,168.12**
STEVENS ENGINEERS INC	11755 15-058 AMENDMENT 2 ICE ARENA	$2,332.00
	Subtotal for Cost Center **Casper Ice Arena:**	**$2,332.00**
	Vendor Subtotal:	**$2,332.00**
TERRI BAKER	INVOICE NO. 1562 HOLIDAY SQUARE COOKIES	$300.00
	Subtotal for Cost Center **Parks:**	**$300.00**
	Vendor Subtotal:	**$300.00**
THREE TRAILS ASSESSMENT CO & RESOURCE SOC.	112018 EFAP PREMIUM	$29,900.00
	Subtotal for Cost Center **Health Insurance:**	**$29,900.00**
	Vendor Subtotal:	**$29,900.00**
TRETO CONST.	17-083-4 RETAINAGE 17-083	-$10,000.00
	Subtotal for Cost Center **Capital Projects - Streets:**	**-$10,000.00**
	17-083-4 2018 BEVERLY ST IMP - 4TH TO 1	$40,500.00
	Subtotal for Cost Center **Streets:**	**$40,500.00**

	Vendor Subtotal:	**$30,500.00**
UNIVERSITY OF WY.-COOPERATIVE EXTENSION SVC.	RIN0029133 PROGRAMS & PROJECTS	$70.00
	Subtotal for Cost Center **Health Insurance:**	**$70.00**
	Vendor Subtotal:	**$70.00**
VIEWPOINT GOVERNMENT SOLUTIONS, INC.	2940 7 LICENSES-BLDG DEPT OCT-JAN19	$1,785.00
	Subtotal for Cost Center **Code Enforcement:**	**$1,785.00**
	2940 2 LICENSES-ENGINEERING OCT-JAN	$510.00
	Subtotal for Cost Center **Engineering:**	**$510.00**
	Vendor Subtotal:	**$2,295.00**
WAMCO LABS, INC.	13726 FULL WET TEST 4TH QTR WWTP	$1,800.00
	Subtotal for Cost Center **Waste Water:**	**$1,800.00**
	Vendor Subtotal:	**$1,800.00**
WARDWELL WATER & SEWER DISTRICT	RIN0029118 BOOSTER IRRAGATION	$14.64
	Subtotal for Cost Center **Water Treatment Plant:**	**$14.64**
	Vendor Subtotal:	**$14.64**
WASTE WATER TREATMENT	1276/168868 201 SEWER	$358,698.89
	Subtotal for Cost Center **Sewer:**	**$358,698.89**
	Vendor Subtotal:	**$358,698.89**
WATER TECHNOLOGY GROUP	5436639 SUNFLOWER LS FLOAT TREE	$747.23
	Subtotal for Cost Center **Sewer:**	**$747.23**
	Vendor Subtotal:	**$747.23**

WEST PLAINS ENGINEERING, INC.	BC17009-001003 COMPOST EQUIPMENT BLDG HEATING	$642.50
	Subtotal for Cost Center **Balefill:**	**$642.50**
	Vendor Subtotal:	**$642.50**
WESTERN PLAINS LANDSCAPING LLC.	20547 MARION KREINER SPLASH PAD 14-0	$130,844.94
	Subtotal for Cost Center **Aquatics:**	**$130,844.94**
	20547 RETAINAGE 14-70	-$9,171.47
	Subtotal for Cost Center **Capital Projects - Aquatics:**	**-$9,171.47**
	Vendor Subtotal:	**$121,673.47**
WESTERN STATES FIRE PROTECTION	778773 LSC FIRE SUPP REPL CONTRACTOR	$31,801.50
	Subtotal for Cost Center **CDBG:**	**$31,801.50**
	Vendor Subtotal:	**$31,801.50**
WESTERN WATER CONSULTANTS, INC.	160360017 ROBERTSON ROAD TRAIL EXTENSION	$1,108.16
	RIN00219101 FY16 ROBERTSON RD TR EXT TAP M	$318.46
	RIN0029102 ROBERTSON ROAD SOUTH 15-41	$165.68
	Subtotal for Cost Center **Parks:**	**$1,592.30**
	181410004 PD SHOOTING RANGE ADDN 17-065	$2,000.00
	Subtotal for Cost Center **Police:**	**$2,000.00**
	160580029 K STREET IMPROVEMENTS - PHASE	$671.91
	Subtotal for Cost Center **Sewer:**	**$671.91**
	160580029 K STREET IMPROVEMENTS - PHASE	$6,271.17
	160580029 K STREET IMPROVEMENTS - PHASE	$7,465.68
	182200001 #18-068 GEORGE TANI PARKING	$1,558.00
	Subtotal for Cost Center **Streets:**	**$15,294.85**
	160580029 K STREET IMPROVEMENTS - PHASE	$522.60
	Subtotal for Cost Center **Water:**	**$522.60**
	Vendor Subtotal:	**$20,081.66**

Bills & Claims

City of Casper

12/05/2018 to 12/18/2018

WILLIAMS, PORTER, DAY & NEVILLE, P.C.	90435 PROF. SVCS. FOR COUNCIL	$875.00
	Subtotal for Cost Center **Council:**	**$875.00**
	Vendor Subtotal:	**$875.00**
WILLIE GONZALES	143 STEEL TOE BOOT REIMBURSEMENT	$54.34
	Subtotal for Cost Center **Water:**	**$54.34**
	Vendor Subtotal:	**$54.34**
WY. LAW ENFORCEMENT ACADEMY	S-10760 WY CRIMINAL LAW TRAINING	$2,580.00
	C-10765 CREDIT MEMO FOR GUEST INSTRUCT	-$136.50
	Subtotal for Cost Center **Police:**	**$2,443.50**
	Vendor Subtotal:	**$2,443.50**
WY. MACHINERY CO.	S1846601 USED CAT FRONT END LOADER	$117,113.00
	Subtotal for Cost Center **Balefill:**	**$117,113.00**
	Vendor Subtotal:	**$117,113.00**
WY. MEDICAL CENTER FOUNDATION	2018-102 FY19 1%#15 ONE CENT FUNDING	$166,516.25
	RIN0029122 FY19 1%#15 ONE CENT FUNDING	$630,000.75
	Subtotal for Cost Center **Capital Projects - City Manager:**	**$796,517.00**
	Vendor Subtotal:	**$796,517.00**
WYOMING OFFICE PRODUCTS	350 RETAINAGE 17-077	-$10,415.81
	Subtotal for Cost Center **Capital Projects - Casper Events**	**-$10,415.81**
	350 CEC 2018 SEATING REPLACEMENT 1	$390,073.60
	Subtotal for Cost Center **Casper Events Center:**	**$390,073.60**
	Vendor Subtotal:	**$379,657.79**
	Grand Total	**$5,378,968.11**

Note: *Click the invoice for additional information.*

Bills & Claims

City of Casper

12/05/2018 to 12/18/2018

Approved By

On

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

Payroll Disbursements

12/6/18	FIRE PAYROLL	$	180,922.33
12/6/18	BENEFITS & DEDUCTIONS	$	32,286.51
12/13/18	CITY PAYROLL	$	1,053,433.04
12/13/18	BENEFITS & DEDUCTIONS	$	194,671.01
	Total Payroll	**$**	**1,461,312.89**

Additional Fees

	Total Fees	**$**	**-**

Additional Accounts Payable

11/29/18	Prewrits - Petty cash/Reimbursements/Workers Comp/PR payment		
	FIB - Petty Cash	$	174.00
	Robert Niegisch	$	202.70
	State of WY - Workforce Svcs	$	18,023.02
	Wade & Roberta Daly	$	13,525.00
12/4/18	Prewrits - moving expenses for Chief McPheeters		
	Keith McPheeters	$	5,400.50
	Green Apple Moving, LLC	$	7,403.50
12/4/18	Global Spectrum	$	43,365.00
	Total Additional AP	**$**	**88,093.72**

November 29, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director
Aaron Kloke, MPO Supervisor

SUBJECT: Establish Public Hearing for Consideration of Proposed Bus Route Changes

Meeting Type & Date:
Regular Council Meeting, December 18, 2018.

Action Type:
Establish Public Hearing for January 8, 2019.

Recommendation:
That Council, by minute action, establish January 8, 2018 as the date of public hearing for the review of proposed bus route changes.

Summary:
The future of Casper's bus transit system was heavily discussed in 2018. After reviewing detailed budget options and potential route modifications in June and July, Council eventually declined to significantly reduce the general fund contributions that are made to Casper's transit system or significantly reduce service of the existing bus transit system in any way. Yet, Council along with the City Manager laid out expectations for Casper Area Transportation Coalition (CATC) and Metropolitan Planning Organization (MPO) staff to explore efficiencies that may be implemented to achieve a more productive bus transit system. At the time, Council also expressed the desire to hold a public comment period and ultimately a public hearing if any changes are proposed.

Modifications have been explored by CATC and MPO staff and are now in the process of requesting public feedback. The proposed public hearing on January 8, 2019 will be the culmination of a 45-day public comment period following two open houses (November 27th and December 19th) and distribution of a survey. Proposed modifications as of November 27, 2018 are subject to change based on public feedback. Final proposals will be presented to Council at a Work Session on January 15, 2019. Council will then be asked to take action on the final proposed modifications on January 22, 2019.

Financial Considerations:
NA

Oversight/Project Responsibility:
Aaron Kloke, MPO Supervisor is tasked with overseeing the Casper Area's transit system.

Attachments:
NA

November 28, 2018

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

FROM: John Henley, City Attorney

SUBJECT: Animal Care and Control

Meeting Type & Date:
Regular Council Meeting
December 18, 2018

Action Type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish January 8, 2019 as the Public Hearing date and 1st Reading for a new Animal Care and Control Ordinance of the Casper Municipal Code.

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

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

In addition, there are also concerns about animals being treated cruelly. Therefore, there have also been revisions with respect to the care and treatment of animals, involving limited tethering, providing water, shade, appropriate shelter, and to provide some common sense restrictions on leaving animals in motor vehicles.

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

Attachments
Ordinance

Oversight/Project Responsibility
John Henley, City Attorney
Tim Cortez, Casper Parks and Recreation Director

ORDINANCE NO. ___

AN ORDINANCE REPEALING AND REPLACING CASPER MUNICIPAL CODE CHAPTER 6.04

Chapter 6.04 - ANIMAL CARE AND CONTROL

Sections:

6.04.001 Purpose and Intent

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

6.04.010 - Definitions.

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

As used in this chapter, the following terms shall have the meanings as set out in this section:

1. "Abandon" means a person leaves an animal on public or private property without permission to ensure proper care and supervision. An animal that is left in the Metro Animal Shelter for five (5) seven (7) working days, shall be deemed abandoned.
2. "Altered" means neutered; spayed or castrated.
3. "Animal" means any live vertebrate creature, domestic or wild.
4. "Animal control district" means the City of Casper, Wyoming.
5. "Animal protection officer" means any person designated by the director as a special municipal officer who is qualified to perform such duties under this chapter and the laws of this state.
6. "Animal services shelter" means any facility operated by a municipal agency, or its authorized agents for the purpose of housing, impounding or caring for animals held under the authority of this chapter or state law.
7. "At large."

   a. The definition of "at large" in this Chapter, is subject to and subservient to Sections 6.04.301 to 6.04.303 of this Chapter addressing dangerous or vicious animals. For dangerous or vicious animals, any violation of Sections 6.04.301 to 6.04.303 are violations also of the "at large" provisions of this Chapter.

   b.i. A non-vicious, non-dangerous animal is deemed "at large" if it is not on its owner's property and not leashed or in an enclosed carrier.

b.ii. A~~n~~ non-dangerous or non-vicious animal shall not be considered "at large" when held and controlled by a person by means of a leash or chain of proper strength and length to control the action of the animal, or while confined within a vehicle. If the animal within a parked vehicle can extend its entire head outside the enclosed cabin compartment of the vehicle or beyond the side of a truck bed, that animal shall be deemed at large.

b.iii. A non-dangerous or non-vicious dog is not considered to be at large if within the interior of designated natural areas which permit dogs to be off leash , as established by the City of Casper, (e.g. Morad Park) or designated dog park (e.g. Lake MacKensie Dog Park).

b.iv.Under any circumstance, on a City-owned Golf Course or Cemetery.

8. "Attack" means an aggressive or violent action against a person or animal.

9. "Cage and aviary birds" means those exotic captive reared birds, such as parrots, exotic finches, and canaries, which are adapted to live and breed in a cage. For the purpose of this chapter the monk parakeet (myiopsitta monachus) is not a cage and aviary bird.

10. "Chicken" a domestic fowl kept for its production of eggs and meat.

11. "Circus" means any nonresident variety show which features animal acts.

12. "City-county health officer" means a representative of the Natrona County-City of Casper Health Department, or a health official designated by the Casper City Manager.

13. "Commercial animal establishment" means any pet store, grooming shop, auction, riding school or stable, circus performing animal exhibition, kennel or other establishment in which animals are used for commercial purposes.

14. "Commercial purpose" means the keeping of animals for the purpose of profit.

15. "Control" means an animal which:

    a. is under a physical restraint so as to not be allowed to engage a passerby or other animal; such as a leash or in an enclosed carrier.

16. "Dangerous animal" means any animal under the totality of circumstances, which poses an unacceptable risk of injuring a human, a pet or property. Indicia of a dangerous animal shall include, but not be limited to, aggressive lunging, growling, snarling, nipping, bearing teeth.

17. "Director" means the City Manager or his/her designee.

18. "Domesticated animals" means those individual animals which have been made tractable or tame.

19. "Isolation facility" means any place specified by the Director or his/her designee which is equipped with a pen or cage which isolates an animal from contact with other animals.

20. "Kennel" or "cattery" means any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats,

or any residence or property on which is maintained more than three dogs and three cats more than six months of age. It is illegal to maintain a kennel or cattery contrary to the terms of this code, in a zone or location in which a kennel or cattery is not permitted.

21. "License" means permission issued by the Director, or his/her designee, authorizing the holder to keep a dog or cat. An identification tag shall be issued for each animal licensed. A valid rabies vaccination is required to obtain a license.

22. "License Tag" means a tag of a design prescribed by the Director, or his/her designee, which bears the corresponding number of the dog or cat's license.

23. "Licensing authority" means Metro Animal Services (MAS)

24. "MAS" means Metro Animal Services

25. "Microchip" means an identifying integrated circuit which is placed under the skin of an animal.

26. "Owner" includes a person who owns, harbors, keeps, maintains or exercises control over an animal. Proof that a person is in control of a premise where an animal is usually kept, harbored or maintained shall establish a prima facie presumption that such person is the owner of such animal.

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

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

    a. trespasses on school grounds, or

    b. damages private or public property, or

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

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

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

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

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

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

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

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

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

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

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

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

36. "Licensed Veterinarian" A practitioner of veterinary medicine who holds a valid license to practice their profession in the state in which they practice.

37. "Livestock" Includes any species of equine, bovine, ovine, swine, caprine or any hybrid thereof, regardless of age, sex, breed, size or purpose; inclusive of all ungulates.

38. "Local Rabies Control Authority" The Metro Animal Protection Supervisor , as appointed by the Casper Chief of Police.

39. "Parrot" Any of numerous tropical and semi-tropical birds of the order of Psittaciformes, characterized by short hooked bills, brightly colored plumage and in some species the ability to mimic human speech.

40. "Pen or corral" An enclosure in which livestock are kept.

41. "Performing animal exhibition" Any spectacle, display, act or event other than circuses, in which performing animals are used.

42. "Pet" Any animal normally kept for pleasure rather than utility, excluding those defined as fowl, livestock or wild by this code.

43. "Pet shop" Any person, partnership or corporation, whether operated separately or in connection with another business enterprise that buys, sells or boards any species of pets.

44. "Premises" A parcel of land (one or more contiguous lots) owned, leased or controlled by one or more persons.

45. "Quarantine" To detain and isolate due to suspected zoonosis or other communicable disease or in the interest of public health and safety.

46. "Rabies certificate" means a certificate signed by a licensed veterinarian verifying that an animal is vaccinated against rabies, and which includes the date of immunization, the date that the immunization expires, and the type of vaccine used.

47. "Tether or tethering" means to restrain a dog by tying the dog to any object or structure, including, but not limited to, a house, tree, fence, post, pole, garage, or shed or similar structure or object, by any means, including, but not limited to, a chain, rope, cord, leash, or running line. "Tethering" shall not include using a leash to walk a dog.

48. "Riding school or stable" Any place, which has available for hire, boarding and/or riding instruction, any horse, donkey or mule.

49. "Sanitary" Any condition of good order and cleanliness.

50. "Service Animal" means as defined in 28 C.F.R.35.104 and 28 C.F.R. 36.104, including a domesticated trained dog, that is owned in order to assist an individual with a disability . Examples of a service animals are dogs that are individually trained to do work or perform tasks for the benefit of an individual with a disability, including physical, sensory, psychiatric, intellectual, or other mental disability. Tasks performed can include, among other things, pulling a wheelchair, retrieving dropped items, alerting a person to a sound, reminding a person to take medication, or pressing an elevator button. Emotional support animals and comfort animals are not service animals. The

work or tasks performed by a service animal must be directly related to the individual's disability. To be a service animal, there is no requirement for certified documentation of training or designation; it is the task for which the animal provides disability assistance which is determinative of whether an animal is a "service animal". Conversely a doctor's letter does not turn an animal into a service animal.

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

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

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

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

55. "Ungulate" means a hoofed mammal.

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

6.04.020 - Dog and cat licensing requirements.

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

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

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

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

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

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

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

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

6.04.035 - Dog exhibition, show and training permit.

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

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

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

3. An applicant shall submit with the permit application, an administrative fee of Five Dollars ($5.00) for each event for which the permit is to be effective, with a maximum of Twenty-five Dollars ($25.00) per year, together with a cleaning and damage deposit of Fifty Dollars ($50.00) per event. An "event" is defined as an activity lasting not more than three (5) consecutive days. The cleaning and damage deposit shall be refunded to the applicant only if the area used pursuant to the authority of the permit is cleaned as provided in subdivision (5)(iii), and not damaged as provided in subdivision (5)(ii);

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

5. The applicant's agreement:

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

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

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

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

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

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

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

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

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

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

Dog Exhibition, Show, and/or
Training Permit Application

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

1. Date of application; and

2. Name and street address of applicant; and

3a. Date(s) for which permit is sought; and

3b. Park for which permit is sought;

4. Approximate number of dogs expected at event;

5. Month and year of any violation of Section 6.04.035 by the applicant.

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

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

(A) Number permitted.

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

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

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

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

(B) Fencing Requirements.

1. Where fencing is required by this section, it shall be at least three (3) feet in height and constructed of a material sufficient to confine the animal.

2. Escape of an animal covered by this chapter shall be presumptive evidence that the owner's fence does not comply with the foregoing requirements.

6.04.070 - Animals for commercial purposes—Inspection.

6.04.050 – Beekeeping.

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

1. "Apiary" shall mean a place where bee colonies are kept.
2. "Bee" shall mean any stage of the common domestic honey bee, *Apis* Mellifera species.
3. "Colony" shall mean a hive and its equipment and appurtenances, including bees, comb, honey, pollen, and brood.
4. "Hive" shall mean a structure intended for the housing of a bee colony.

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

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

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

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

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

G. Any bee colony not residing in a hive structure intended for beekeeping, or any swarm of bees, or any colony residing in a standard or homemade hive which, by virtue of its condition, has obviously been abandoned by the beekeeper, is

unlawful and may be summarily destroyed or removed from the city by the city manager or his designee.

H. Violation of the regulations set forth can be grounds for seizure of the bees and criminal prosecution by citation or summons in the Casper Municipal Court. The keeping by any person of bee colonies in the city not in strict compliance with this section is prohibited.

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

6.04.080 - Fees—Disposition and use.

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

6.04.090 - Animal waste—Owner responsibility.

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

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

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

6.04.100 - Animals at Large—Prohibited and Impoundment

It is unlawful for any domesticated animal to be "at large".

A. An animal's owner violates the animal "at large" prohibition if the owner permits or does not reasonably prevent the animal from becoming "at large."

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

C. No person may capture, restrain, harbor or take possession of an animal not owned by such person, unless the person shall notify or deliver the animal to the Metro Animal

Services within twenty-four (24) hours. Metro Animal Services will make every attempt to identify and notify an owner and either impound the animal or complete a found report. This does not apply to persons who take possession of an animal at the owner's request.

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

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

6.04.120 - Animal Services Shelter duties and records.

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

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

6.04.130 - Animals surrendered for adoption—Holding period.

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

6.04.140 - Impounded animals—Time for reclaiming.

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

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

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

6.04.150 - Impounded animals—Release conditions.

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

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

1. The owner presents a valid form of identification;

2. The owner presents evidence that the dog or cat is licensed. If the animal is not licensed, the owner must purchase a license;

3. The owner pays the fees associated with the impoundment, as set forth by resolution.

4. The owner may designate a representative to reclaim their animal when:

1. the representative presents a valid form of identification.

2. the representative pays the fees associated with the impoundment, as set forth by resolution.

3. the representative may have written authorization from the owner of the animal granting permission to the representative to reclaim the animal on behalf of the owner, or the owner may contact MAS , or an APO if the owner is out of town or incapacitated and give verbal authorization.

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

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

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

4. The person to whom the animal is released, pays any associated fees as set by resolution.

6.04.160 - Animals at large—Citation of violation when.

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

6.04.170 - Vaccination and rabies control—Animal bites.

A. The owner of a dog or cat shall have the dog or cat vaccinated against rabies when the dog or cat reaches six (6) months of age. If the owner obtains the dog or cat, or brings the dog or cat into the Metro Animal Services District after the dog or cat reaches six (6) months of age, the owner shall have the dog or cat vaccinated against rabies within thirty (30) days after the dog or cat was obtained or brought into the Metro Animal Services District, unless the dog or cat has been vaccinated as evidenced by a current certificate of rabies vaccination from this state or another state. The owner of a dog or cat shall have the dog or cat

452 revaccinated against rabies by a veterinarian before the date that the immunization expires,
453 as stated on the certificate of vaccination.

454 B. The owner shall pay the cost of the rabies vaccination.

455 C. A law enforcement officer, an animal services officer, or a county health officer or
456 his/her designee may order an animal quarantined if the officer has reason to believe the
457 animal bit a person, is infected with rabies, or has been in contact with a high risk rabies
458 vector animal. If a quarantine cannot be imposed because the animal cannot be captured, the
459 officer may euthanize the animal. The officer may euthanize the animal only as a last resort,
460 or if the owner agrees. The officer shall attempt to euthanize the animal in a humane manner
461 and in a manner which avoids damage to the animal's head. The specimen will be sent to the
462 State Veterinary Lab for testing. In addition, a law enforcement officer, an animal
463 protection officer, or a county health officer or his/her designee may euthanize an animal
464 and have it examined for the purpose of determining whether or not it has been infected with
465 rabies if the animal has not been vaccinated as provided in subsection A of this section, he
466 or she has reason to believe the animal has been exposed to or in physical contact with a
467 high risk rabies vector animal, and he or she has reason to believe the animal has been in
468 physical contact with humans.

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

474 E. The custodian of an isolation facility, or the owner, shall keep the animal which is
475 ordered to be quarantined in strict isolation under the supervision of a law enforcement
476 officer, an animal protection officer, or a county health officer or his/her designee.
477 Supervision for animals ordered quarantined on the owner's premises shall include
478 examination by a law enforcement officer, an animal protection officer, or a county health
479 officer or his/her designee within twenty-four (24) hours of the bite and on the tenth (10th)
480 day of quarantine, if the animal has not exhibited any symptoms of rabies, the animal will be
481 examined by a veterinarian and, upon the veterinarian's clearance, shall be released from
482 quarantine.

483 F. A licensed veterinarian, a law enforcement officer, an animal protection officer, an
484 employee at MAS or a county health officer or his/her designee determines that an animal
485 exhibits symptoms of rabies during the quarantine period, the county health department shall
486 be notified, and the county health department or a veterinarian shall be consulted to confirm
487 the symptoms of rabies. If the county health department or veterinarian confirm the
488 symptoms of rabies, the officer who ordered the animal quarantined and/or another APO
489 and/ or the consulting veterinarian, shall euthanize the animal. If the animal has bitten a
490 person, the county health department shall notify the person and the person's physician.

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

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

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

6.04.180 - Cruelty to animals—Unlawful acts designated.

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

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

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

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

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

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

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

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

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

1. The dog is in visual range of a responsible party.

2. The tether is connected to the dog by a well fitted, buckle-type collar or a body harness made of nylon or leather, not less than one-inch in width.

3. The dog is tethered in such a manner as to prevent injury, strangulation, or entanglement.

4. The tether shall confine the dog to the owner's property.

5. The dog has access to water, shelter, and dry ground.

6. The dog is at least six months of age. Puppies shall not be tethered.

7. No dog shall be tethered for more than 2 hours in any 24-hour period.

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

6.04.190 - Baby animals and fowl.

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

6.04.200 - Animals as commercial incentives.

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

6.04.210 - Animals in motor vehicles—Unlawful acts.

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

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

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

6.04.220 - Accidents injuring animals.

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

6.04.230 - Removal of deceased animals.

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

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

6.04.240 - Trapping restrictions for dogs and cats.

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

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

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

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

6.04.250 - Cruelty to animals—Intervention authorized.

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

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

C. Whenever, in the opinion of any law enforcement officer, animal control protection officer or county health officer (officers), any animal is suffering from distemper, parvo virus or other serious disease, or is severely maimed and suffering from injury, it shall be lawful for such officer to humanely euthanize such animal after consulting with a licensed veterinarian. If the animal is licensed, an attempt to notify its owner shall be made before the animal is euthanized. The above-mentioned officers or designees may humanely euthanize an animal without consulting with a licensed veterinarian or an owner if it is considered an emergency situation, to relieve the animal from undue suffering. The owner thereof shall not recover damages for such animal unless he/she shall prove that euthanasia was unwarranted without reason under the circumstances known to the officers.

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

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

6.04.270 - Chicken hens – Enclosure and other limitations.

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

1. The maximum number of chicken hens permitted shall be six (6).

2. No roosters shall be permitted, with the exception that roosters shall be permitted in the AG (urban agriculture) zoning district.

3. Only chicken hens shall be permitted. Chicken hens may be any breed or crossbreed of chicken. No hybrids will be allowed unless properly zoned, or a conditional use permit has been approved by the Planning and Zoning Commission.

4. Chicken hens shall be provided with a covered, fully enclosed and predator-resistant coop which is adequately ventilated, designed for easy access for cleaning, and shall consist of an enclosed area (may include the pen) of at least five (5) square feet per chicken hen. Chicken hens shall be protected from predators by being enclosed in the coop from dusk until dawn.

5. During daylight hours, the chicken hens shall have access to the coop/pen at all times. If the chicken hens are permitted outside of the coop/pen, then the area which they have access to must be secured, with a minimum of a six foot high privacy fence, and if necessary, wing feathers shall be clipped to prevent the birds from flying and escaping.

6. The coop/pen shall be cleaned and maintained so as not to cause excessive smells or odors, dust, or attract excessive insects or vermin. The frequency of cleaning shall depend on the number of chicken hens, the type of litter, the area of the coop, and the weather. Section 6.04.090 shall apply to the enforcement of chicken waste, to include unharvested eggs, and the owner's responsibilities.

7. No butchering of chickens is permitted within the city limits.

8. Coops and pens shall be constructed a minimum of six (6) feet from side and rear property lines, and are only permitted in the rear yard of a home. If an alley is located adjacent to the property, the minimum setback for the coop/pen shall be three (3) feet from the alley.

9. It is unlawful for chicken hens to be at large, as defined in Section 6.04.010. Any chicken hen found to be at large may be taken into possession and impounded by Metro Animal Services, and shall be adopted, rehomed or euthanized if not reclaimed within five (5) working days.

10. Chicken hens shall be provided with access to adequate and fresh water at all times, and in a manner to prevent the water from freezing.

11. No coop shall exceed a footprint of sixty (60) square feet, or shall exceed a height of seven (7) feet at the highest point of the roof.

12. Chicken feed shall be stored in an airtight, metal container to discourage attracting mice, rats, and other vermin.

13. Chicken hens shall be confined in such a fashion as to prevent them from coming into contact with wild ducks or geese or their excrement.

14. The requirements of this section are minimum requirements and do not affect any private controls, including any more stringent regulations or prohibitions on the keeping of chicken hens contained in private covenants. Nothing in this chapter shall affect the authority of any owners' association to adopt and enforce more stringent standards for the

keeping of chicken hens, or to prohibit outright the keeping of chicken hens on any property within the jurisdiction of such association.

6.04.280 - Livestock restrictions.

Livestock may be kept and maintained within the Animal Control District only in areas properly zoned for such use provided. However, that for the purpose of loading and shipping any such animal or animals, it shall not be unlawful to keep the same in loading pens, provided that no such animal shall be kept in such pens within the Animal Control District for a period of no more than twelve (12) hours.

6.04.290 – Poisonous/venomous prohibited.

It is unlawful for any person to own or possess any poisonous and/or venomous snake, reptile, or spider. In addition to the penalties provided, the venomous snake, reptile or spider shall be humanely euthanized, unless the court permits an alternative option that will protect the public.

6.04.300 – Vicious animals - indicia.

Indicia of vicious animals includes, but is not limited to, animals that:

a. Have bitten, attacked, endangered or inflicted injury on a human being on public or private property;

b. Have injured or killed a domestic animal;

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

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

6.04.301 – Vicious and Dangerous Animals – Limitations and Prohibitions.

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

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

6.04.302 Public Safety Measures

(a) If, under the provisions of this section and upon conviction of a person for harboring a vicious dog in violation of this chapter, it shall appear to the court that the dog is living, the court may, in addition to the punishment provided for violation of this chapter order the animal protection officer or any officer to forthwith cause such dog to be humanely euthanized, and for that purpose, and pursuant to the court's order, any such officer charged

694 with such duty shall have the right, pursuant to the court's order, to enter upon any premises
695 within the Animal Control District.
696
697 (b) If the court under this subsection does not order an animal destroyed, the owner of the
698 animal shall, within ten (10) days, provide proof to the court that such animal has been
699 permanently marked with an implanted microchip. The microchip shall be implanted under
700 the skin behind the neck, between the shoulder blades and the number registered with Metro
701 Animal Services. Any expenses incurred in connection with microchipping shall be borne by
702 the pet owner or his/her agent. Microchipping shall be done by either a licensed veterinarian
703 or a Metro Animal Services officer.

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

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

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

719 (f) The owner of a vicious or dangerous animal shall notify MAS or the Casper Police
720 Department immediately of the animal's escape or release, that the animal is loose,
721 unconfined, has attacked another animal or human being, has died or has been sold or given
722 away or relocated in any manner. If the vicious animal has been sold or given away, or if
723 the current owner moves, within the jurisdiction of MAS, the owner or keeper shall provide
724 MAS with the name, address and telephone number of the new owner or the new address of
725 the current owner. Upon sale or conveyance, the new owner will be obligated to comply
726 with the requirements of this section, and the current owner shall be required to comply with
727 the requirements of this section at any subsequent location or residence.

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

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

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

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

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

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

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

6.04.303 – Continuation of Dangerous or Vicious Animal Declaration.

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

6.04.305 – Reckless Animal Owner.

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

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

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

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

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

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

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

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

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

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

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

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

6.04.310 - Public nuisance.

A. No owner or person in charge of any dog or cat, or group of dogs and/or cats shall fail to exercise proper care and control of such animal or animals to prevent them from becoming a public nuisance, as defined in Section 6.04.010.

B. For the purposes of this section or a conviction hereunder, it shall not be necessary to demonstrate which animal in a group of animals has created a public nuisance as defined in Section 6.04.010

6.04.320 - Breaking into animal services shelter prohibited.

It is unlawful for any person to break into the animal services shelter, or vehicle, or turn loose or otherwise release any animal impounded therein, or hinder, destruct or prevent the animal control protection officer from impounding any animal liable to be impounded.

6.04.325 - Police canine exclusions, exemptions.

Police canines working on duty with law enforcement personnel are excluded from Sections 6.04.010(7), 6.04.010(19) and 6.04.010(23); and are exempted from Sections 6.04.170(C) through (G) and (I) and (J), and 6.04.300.

6.04.330 - Enforcement—Police department authority.

The provisions of this chapter shall be enforced by sworn officers of the city police department and/or animal protection officers. It is unlawful, and a violation of this chapter, to interfere with an animal protection officer in the performance of his/her duties, or to fail to obey the lawful order of an animal protection officer.

6.04.340 - Violation—Citation and notice to appear.

Whenever an animal protection officer observes or has reasonable cause to believe that a person has violated one or more provisions of this chapter, such officer is authorized to prepare one or more written citations containing a notice to appear in municipal court. The citations, at a minimum, shall be written on a form which notifies the person of the offense with which he is charged, and the time and place where the person must appear to answer to the charge.

6.04.350 - Citation—Deemed complaint when—Disposition.

Every animal protection officer, upon issuing a citation herein authorized, shall deposit the original of the citation with the municipal court, and shall issue a copy of the same to the person against whom the violation is charged. Upon deposit of the original citation with the court, the citation may be disposed of only by trial in court or other official action by the judge of the court, which may include forfeiture of the bail, or by the deposit of sufficient bail with, or payment of a fine to the municipal court by the person to whom the citation was issued by the animal protection officer. When the citation is sworn to, as required under the general laws of the state in respect to a complaint charging a commission of the offense alleged in the citation to have been committed, then the citation, when filed with the municipal court, shall be deemed a lawful complaint for the purpose of prosecution under this chapter.

6.04.360 - Violation—Penalty.

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

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

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

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

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

This Ordinance shall become effective on _____, 2018.

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

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

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

APPROVED AS TO FORM:

_____

CITY OF CASPER
A municipal corporation

ATTEST:

_____

Fleur D. Tremel
City Clerk

_____

Ray Pacheco
Mayor

December 12, 2018

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

FROM: John Henley, City Attorney

SUBJECT: Liquor License Ordinance

Meeting Type & Date:
Regular Council Meeting
December 18, 2018

Action Type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish January 8, 2019 as the Public Hearing date and 1st Reading for a new Liquor License Ordinance of the Casper Municipal Code.

Summary
The current Casper Municipal Code regarding alcoholic beverages requires updating to remain consistent with Wyoming State Statutes as they have been amended; and the State Statutes provide for local oversight of local licenses and permits. The City is attempting to regulate or and take measures to prevent conduct which disturbs or jeopardizes the public health, safety, and peace. It is in the citizens of Casper's best interest and the City's best interest to promote the regulated responsible use of alcoholic beverages.

Financial Considerations
None

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

December 7, 2018

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Liz Becher, Community Development Director LB

SUBJECT: Public Hearing for Consideration of a Resolution certifying Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the Annexation of the State Office Building Addition to the City of Casper complies with W.S. §15-1-402.

Meeting Type & Date:
Regular Council Meeting, December 18, 2018.

Action Type:
Resolution with public hearing.

Recommendation:
That Council, approve a Resolution confirming that the annexation of the State Office Building Addition to the City of Casper complies with W.S. §15-1-402.

Summary:
Pursuant to the Wyoming State Statutes pertaining to annexations, as amended July 1, 2001, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept the annexation report that will be prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

The State of Wyoming is preparing for the construction of a new State office building to be located on 11-acres, located more or less, generally north of the Natrona County High School along the north side of Collins Drive. The property consists of multiple parcels, some of which are developed, and some are unplatted, un-annexed, and vacant. The State plans to demolish all the existing buildings this fall/winter, and is preparing the site to begin construction of a $40-million dollar campus, which will house various State agencies that are presently spread throughout the community.

In approving the resolution, the Council is formally making the following findings:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property owners.

2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.

3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.

4. The annexation of the area is contiguous with, and adjacent to, the City limits.

5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.

6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute §15-1-402(c) and disseminated to affected landowners and utility companies, by certified mail, and according to Wyoming law.

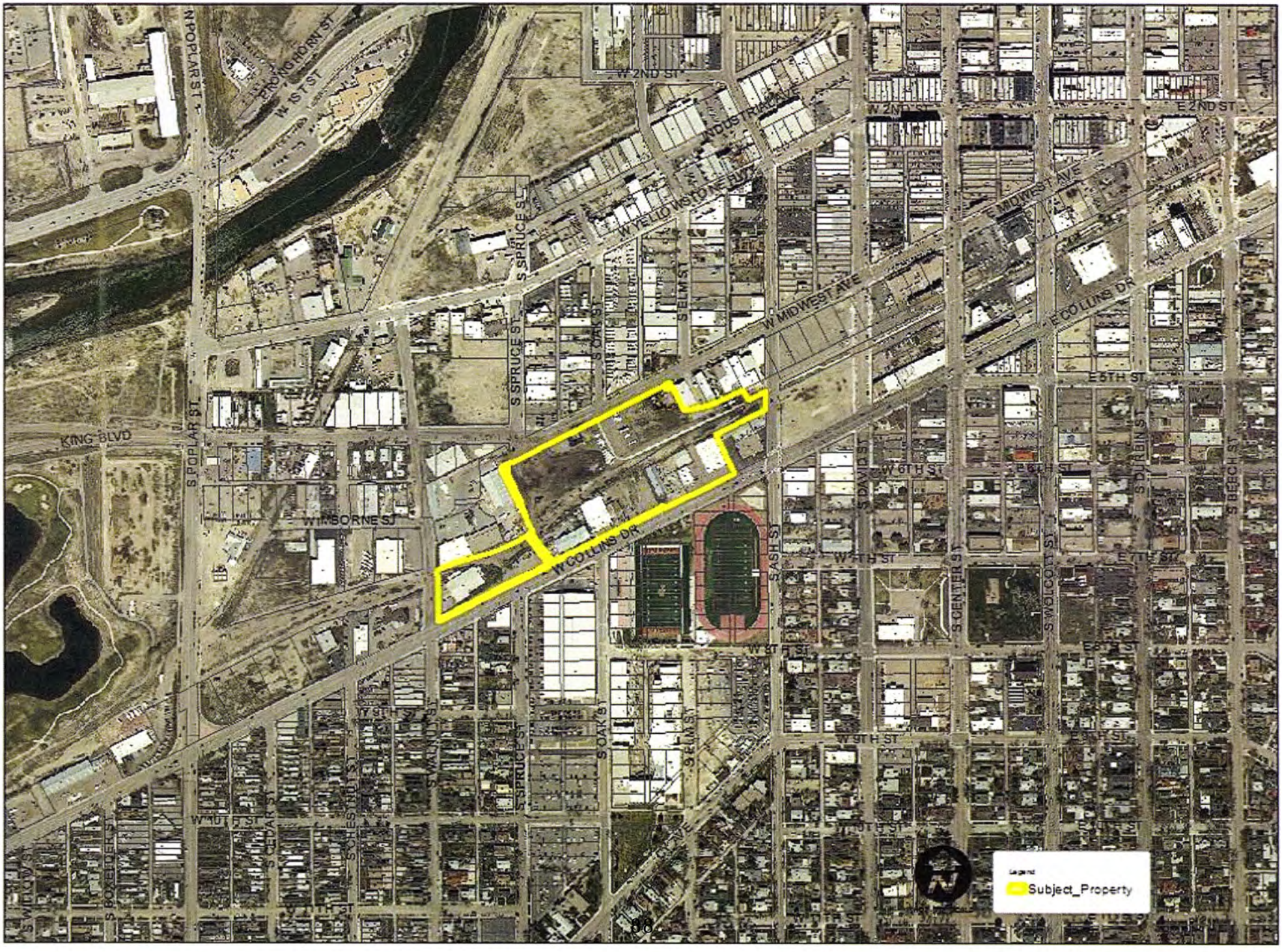
7. Legal notice specifying the date, time, and place for the December 18, 2018 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune November 17, 2018 and November 23, 2018; and notice was given as provided by Wyoming State Statute §15-1-405.

The annexation report, prepared pursuant to Wyoming State Statute §15-1-402, offers information that provides support for the findings as required by Statute. The annexation report concludes that the City can provide public services to this property without additional staff, equipment, or facility/infrastructure expansion.

Oversight/Project Responsibility:
Craig Collins, AICP, City Planner, is tasked with processing annexations.

Attachments:
Location Map
Resolution
Annexation Report

State Office Building Addition



State Office Building Addition

2018 ANNEXATION REPORT

November, 2018

PREPARED BY:

CITY OF CASPER
COMMUNITY DEVELOPMENT DEPARTMENT

PURPOSE

This report, a statutory requirement of annexations, is in general terms, a cost/benefit analysis meant to provide the City and affected property owners a clear picture of the effects of annexing properties into the City of Casper.

BACKGROUND INFORMATION / DESCRIPTION OF AREA

The State of Wyoming is preparing for the construction of a new State office building to be located on 11-acres, more or less, generally north of the Natrona County High School along the north side of Collins Drive. The property consists of multiple parcels, some of which are developed, and some are unplatted, un-annexed, and vacant. The State intends to demolish all the existing buildings during the fall of 2018, and is preparing the site to begin construction of a $40-million dollar campus, which will house various State agencies that are presently spread throughout the community.

DEVELOPMENT COSTS

There will not be any City-borne infrastructure development costs as a result of this annexation. Although the City will be reconstructing Midwest Avenue, located along the north side of the subject property, in 2019, the reconstruction of Midwest Avenue was a planned/necessary improvement independent of the State Office Building project, and is primarily being paid for via grant funds that the City has, or will, secure. Any and all proposed improvements to other surrounding streets, most likely including Collins Drive, will be paid for by the State as a part of their project.

STATUTORY REQUIREMENTS

Wyoming Statute 15-1-402 sets specific requirements with regard to the annexation process and the supporting documentation. Subsection (c) requires that an annexing municipality prepare an annexation report, which shall, at a minimum, contain:

(i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which, as a result of the annexation, will then be brought within one-half (1/2) mile of the new corporate limits of the City, if it has exercised the authority granted under W.S. 15-3-202(b)(ii); *(See appendix for map).*

(ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation; *(See "Development Costs" section above).*

(iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed; *(See individual City Department or Division sections below, all services will be available immediately upon annexation).*

(iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection; *(See individual City Department or Division sections below).*

(v) The current and projected property tax mill levies imposed by the municipality; and, *(See "Economics and Sources of Revenue" section below for tax information).*

(vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation. *(See "Development Costs" section above).*

COMPLIANCE WITH W.S. 15-1-402.

The annexation of the subject property meets the requirements of W.S. 15-1-402 for the following reasons:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property.

2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.

3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.

4. The annexation of the area is contiguous with and adjacent to the City limits.

5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.

6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and will be disseminated to affected landowners and utility companies according to Wyoming Law.

7. The time and place for the public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 will be published in the

Casper Star-Tribune twice; a minimum of 15-days prior to the final public hearing, and notice will be given as provided by Wyoming State Statute 15-1-405.

SERVICES TO BE PROVIDED BY THE CITY OF CASPER AND ESTIMATED COSTS.

Properties located within the City of Casper benefit from all the programs and services of local government. For purposes of this study, the eight (8) departments or divisions that provide direct, basic services to Casper properties have been considered, to gain a relative measure of service costs.

The relative service costs for City services that are attributable to each property that is within the City of Casper municipal limits were derived by dividing each department's FY 2019 budget by the number of "properties" or "accounts" in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 20,559 residential properties/accounts and 1,874 commercial properties/accounts, for an approximate total of 22,433 properties/accounts in Casper. This analysis is intended to meet the Wyoming State Statutes' requirement to provide estimated service "costs" associated with the annexation. The analysis as presented does not suggest ACTUAL costs being incurred by the City, unless specifically noted herein, but attempts to quantifiably measure the impact of the subject annexation based on existing budgets and properties served.

POLICE DEPARTMENT:

The Casper Police Department will provide law enforcement services, which consist of answering calls for service and patrolling the proposed Addition. Based on the total budget for the Police Department, and the 22,433 properties served in the City of Casper, it is estimated that the fraction of the Police Department budget that is apportioned to each property/account in the City is $628 ($14,087,009 current Police Department budget, divided by 22,433 properties/accounts in the City).

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual costs to the City as a result of this annexation. For the purpose of this report, it is assumed that the annexed property will be incorporated into a single developable lot; therefore, the estimated service cost (portion of the total budget) that is attributable to the property to provide Police Department service is approximately $628 per year ($628 x 1 new property/account). Police services will be available immediately upon the completion of the annexation of the area.

FIRE DEPARTMENT:

The Casper Fire Department provides fire / EMS services, which consist primarily of answering calls for emergency services. It is estimated that the fraction of the Fire Department budget that is apportioned to each property/account in the City is $413 ($9,272,628 current Fire Department budget, divided by 22,433 properties).

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual costs to the City as a result of this annexation. For the purpose of this report, it is assumed that the annexed property will be incorporated into a single developable lot; therefore, the total estimated service cost (portion of the total budget) that is attributable to the property to provide Fire Department services is $413 per year ($413 x 1 new property/account). Fire service will be available immediately upon the completion of the annexation of the area.

STREETS AND TRAFFIC DIVISION:

The Casper Street Division provides services such as road maintenance, snow-plowing and snow removal. The Traffic Division provides services such as traffic sign installation, streetlight repair, and traffic signal maintenance. It is estimated that the fraction of the Street and Traffic Division budget that is apportioned to each property/account in the City is $174 for ($3,900,342 current Street Division budget, divided by 22,433 properties).

The Streets/Traffic Division will not incur additional capital costs as a result of this annexation, and will not need to hire additional personnel or purchase additional equipment to service this property. For the purpose of this report, it is assumed that the annexed property will be incorporated into a single developable lot; therefore, the total estimated service cost (portion of the total budget) that is attributable to the property to provide Streets/Traffic Division services is $174 per year ($174 x 1 new property/account). Streets/Traffic Division service will be available immediately upon the completion of the annexation of the area.

PUBLIC UTILITIES DIVISION (WATER AND SEWER):

The Public Utilities Division provides services such as water and sewer service, main maintenance, meter reading, hydrant flushing, meter replacement, and service line installation. The Public Utilities Division is an Enterprise Account and is totally self-funded through various fees.

The City will not incur any additional capital costs associated with providing water and sewer service to the area. There is no new publicly-funded infrastructure required to serve the area, such as storage tanks, booster stations, lift stations or water trunk lines. There will not be additional operational costs. All costs to provide water and sewer service to the area should be equal to revenues generated by the property. Public Utilities service will be available immediately upon the completion of the annexation of the area.

SANITATION DIVISION:

The Sanitation Division provides weekly garbage collection and disposal services. The Sanitation Division is an Enterprise account, which means that the service is entirely paid for by user fees and is not funded out of the City general fund. All sanitation costs should

equal the revenues generated by the users. Sanitation service will be available immediately upon the completion of the annexation of the area.

PARKS DIVISION:

There will not be any new parkland associated with the annexation of this property, and therefore, no additional cost to the City for park improvements or maintenance.

COMMUNITY DEVELOPMENT DEPARTMENT:

The Planning, Building/Code Enforcement Divisions provide services related to the inspection of structures as they are constructed, response to citizen complaints regarding violations of the Municipal Zoning Code, permitting and licensing contractors, and future land-use planning for the area. The estimated fraction of the Community Development Department budget that is apportioned to each property/account in the City is $67 ($1,496,899 current Planning/Building/Code Enforcement budget, divided by 22,433 properties).

The Community Development Department will not need to make any changes that will involve additional costs to the City as a result of the annexation of the area. The staffing level and current equipment are adequate. For the purpose of this report, it is assumed that the annexed property will be incorporated into a single developable lot; therefore, the total estimated service cost (portion of the Community Development budget) that is attributable to the property to provide Community Development Department services to this area is $67 per year ($67 x 1 new property/account). Community Development Department service will be available immediately upon the completion of the annexation of the area.

ENGINEERING DIVISION:

The Engineering Division provides services such as the permitting of curb cuts, public utility locating, investigating drainage concerns, surveying, and oversight of capital construction projects. It is estimated that the fraction of the Engineering Division budget that is apportioned to each property/account in the City to provide Engineering Division service is $41 ($925,627 current Engineering Division budget, divided by 22,433 properties).

Current Engineering Division staff levels and equipment are adequate, and there will be no actual cost increase to the Engineering Division as a result of the annexation of the area. For the purpose of this report, it is assumed that the annexed property will be incorporated into a single developable lot; therefore, the total estimated service cost (portion of the total budget) that is attributable to the property is $41 per year ($41 x 1 new property/account). Engineering Division service will be available immediately upon the completion of the annexation of the area.

ECONOMICS AND SOURCES OF REVENUE

City services are funded through a number of sources, including taxes and service/user fees. As indicated above, the enterprise fund services (water, sewer, and sanitation) are paid for one hundred percent (100%) by service/user fees collected, and do not impact the City's general fund. The remaining City services, funded out of the general fund, are supported in large part by various taxes and fees for services. The largest projected sources of general fund revenues for the City in FY19 are sales/use tax ($20,488,264), mineral taxes ($8,026,356), property taxes ($4,179,866) and franchise fees ($4,795,931). It is generally accepted that given the current Wyoming tax structure, most residential properties do not generate sufficient tax revenue to the City to offset the expense to provide them with City services; whereas commercial properties typically generate higher property taxes, as well as sales taxes, to more-adequately cover the cost of providing City services.

As the property being annexed is developed, service/user fees will be paid to the City in the form of building permits, water and sewer tap fees, water/sewer and sanitation service fees. Previously, the properties that are now being redeveloped generated property taxes and sales taxes; however, now, as exempt State property, no sales or property taxes will be collected by the City. The State office building will employ approximately 350 individuals in a relatively consolidated area, in proximity to downtown commerce, which may result in increased sales taxes in the surrounding area, and will likely have a positive effect on the property values in the immediate area, thereby increasing the property taxes that are eventually collected.

Other impacts of an annexation are not easily measured. With all development comes well-paying construction jobs, sale of construction materials, furniture, furnishings, and numerous direct and indirect support to existing local businesses. In addition to direct employment generated in the construction industry, other employment sectors likely benefit as well, such as, but not limited to, real estate, engineers, environmental testing, architects and utility companies, all of which positively contribute to the overall local economy.

CONCLUSION

Assuming the City Council decides to annex the property, as requested, it will receive the same City services that other properties within the incorporated City receive. As illustrated, the City of Casper can provide these services without incurring actual additional costs related to a need for additional staff, equipment or publicly-funded facility expansion or infrastructure. The property is surrounded by properties that are already receiving City services; therefore, the property can be absorbed into the City of Casper without any noticeable financial or operational effect.

Although this report primarily analyzes the costs and benefits to the City of Casper (the organization), as with any development proposal, it must also be considered that there are costs and benefits to the entire community as well. When reviewing annexation proposals and development proposals in general, the City Council should recognize that there are

significant differences in the cost/benefit balance depending on whether the growth/development is financially sustainable. Location is almost always the most important factor. Infill development, in proximity to existing City properties, is always less costly to service than new development areas on the outskirts. Conversely, low density, sprawling development is much more costly to provide with City services because of inherent inefficiencies of its location and design. Location, in this context, relates to proximity to existing public services, adequate transportation infrastructure, utility availability, overall density, and heavy dependence on the ultimate land use of the area.

To obtain more information on the general fiscal impacts of development, a publication of seventeen (17) studies from around the Country, entitled "Building Better Budgets," may be reviewed at the following address:

https://smartgrowthamerica.org/resources/building-better-budgets-a-national-examination-of-the-fiscal-benefits-of-smart-growth-development/

APPENDIX

1. PETITION FOR ANNEXATION.
2. VICINITY MAP OF AREA TO BE ANNEXED.
3. PLAT
4. 2018 MILL LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY ADDRESSES.

City of Casper
Planning Division

Petition for Annexation Application

PETITIONER'S INFORMATION:

NAME: State of Wyoming Department of Administration + Information

ADDRESS: 2001 Capitol Ave, Cheyenne, WY 82002

TELEPHONE: 307-777-7201 EMAIL: ai-director@wyo.gov

HEREBY PETITION THE CITY OF CASPER FOR ANNEXATION OF THE FOLLOWING:

PROPOSED NAME OF SUBDIVISION: State Office Building Addition

ADDRESS: 444 W. Collins Dr.

LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): SEE Plat- All Portions of land listed as unplatted

SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): 11.06 Ac

NUMBER OF LOTS AND BLOCKS: 1 Lot, 1 Block

PRESENT ZONING: County PROPOSED ZONING: OYDSPC

PRESENT LAND USE: Commercial

PROPOSED LAND USE: Office Building

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT: X YES ____ NO

IS PROPOSED ANNEXATION AREA INCLUDED IN, OR A PART OF AN ESTABLISHED IMPROVEMENT AND SERVICE DISTRICT UNDER THE WYOMING IMPROVEMENT AND SERVICE DISTRICT ACT (W.S. 18-12-101 *ET SEQ.*)? If so, please describe (on reverse).

Pursuant to Section 16.12.040 of the Casper Municipal Code all petitions for annexation shall be required to have an executed water and sewer agreement or have made suitable arrangements for service with the City prior to the annexation being approved by the Council.

The following owner's signature signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

SIGNATURE OF PROPERTY OWNER: [signature]

SIGNATURE OF PROPERTY OWNER: ____

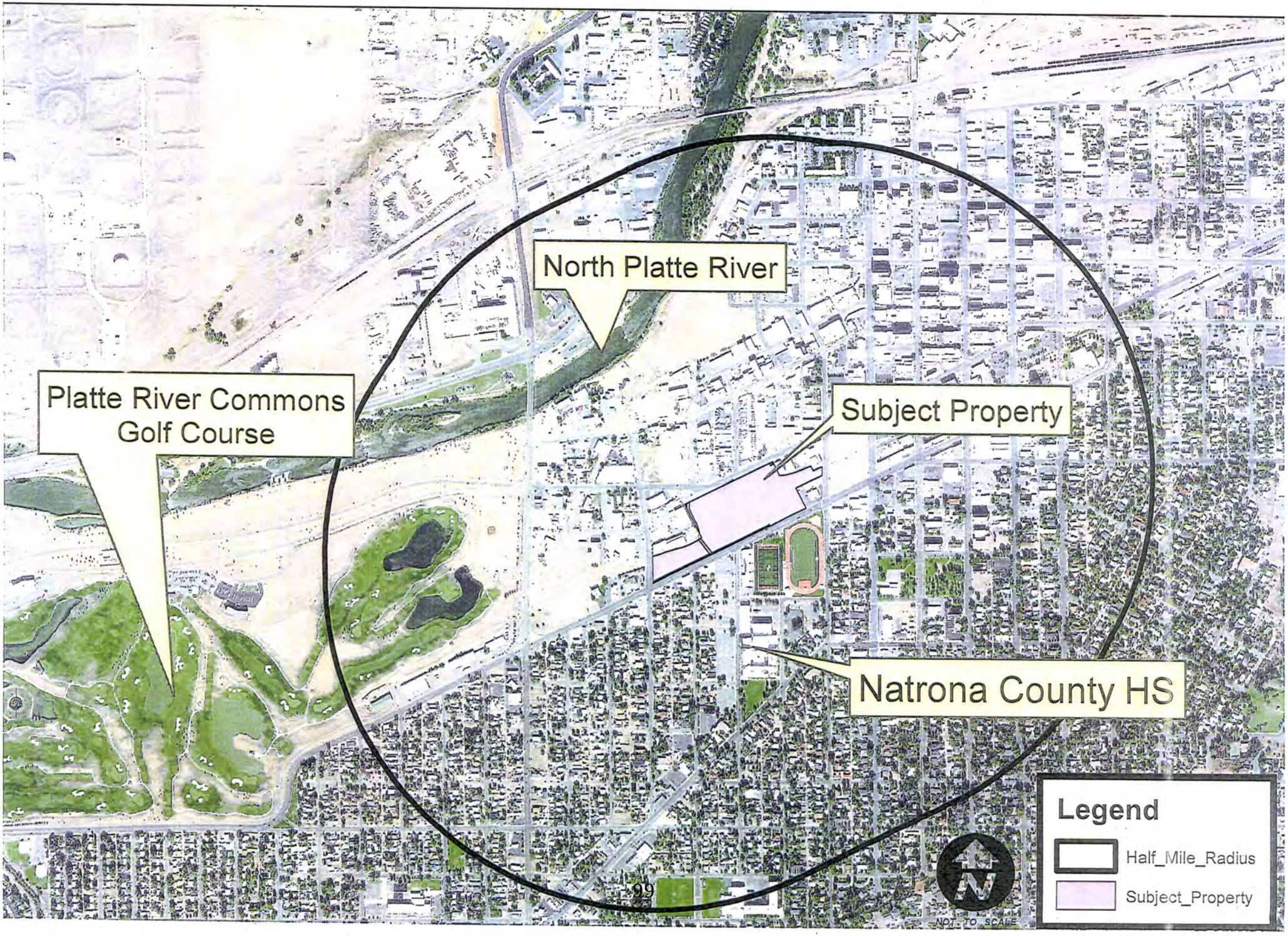
DATE: 8-16-18

SUBMIT TO:
Community Development Department
Planning Division
200 N David, RM 203
Casper, WY 82601
Phone: 307-235-8241
Fax: 307-235-8362
www.casperwy.gov

COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- *Other Fees May Apply, i.e., Plat, Zone Change etc.*
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
- $1,000 APPLICATION FEE & PROOF OF OWNERSHIP
- ANNEXATION MAP/PLAT

FOR OFFICE USE ONLY:
DATE SUBMITTED: AUG 17 2018
REC'D BY: [initials]

State Office Building Addition



CERTIFICATE OF SURVEYOR

I, Steven J. Granger, a registered professional land surveyor, License No. 15092, do hereby certify that this plat was made from notes taken during an actual survey made by me or others under my direct supervision during the months of June through September, 2018 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey. All perimeter corners are monumented with brass caps as of the date of this survey.

Professional Land Surveyor STEVEN J. GRANGER 15092 Date WYOMING

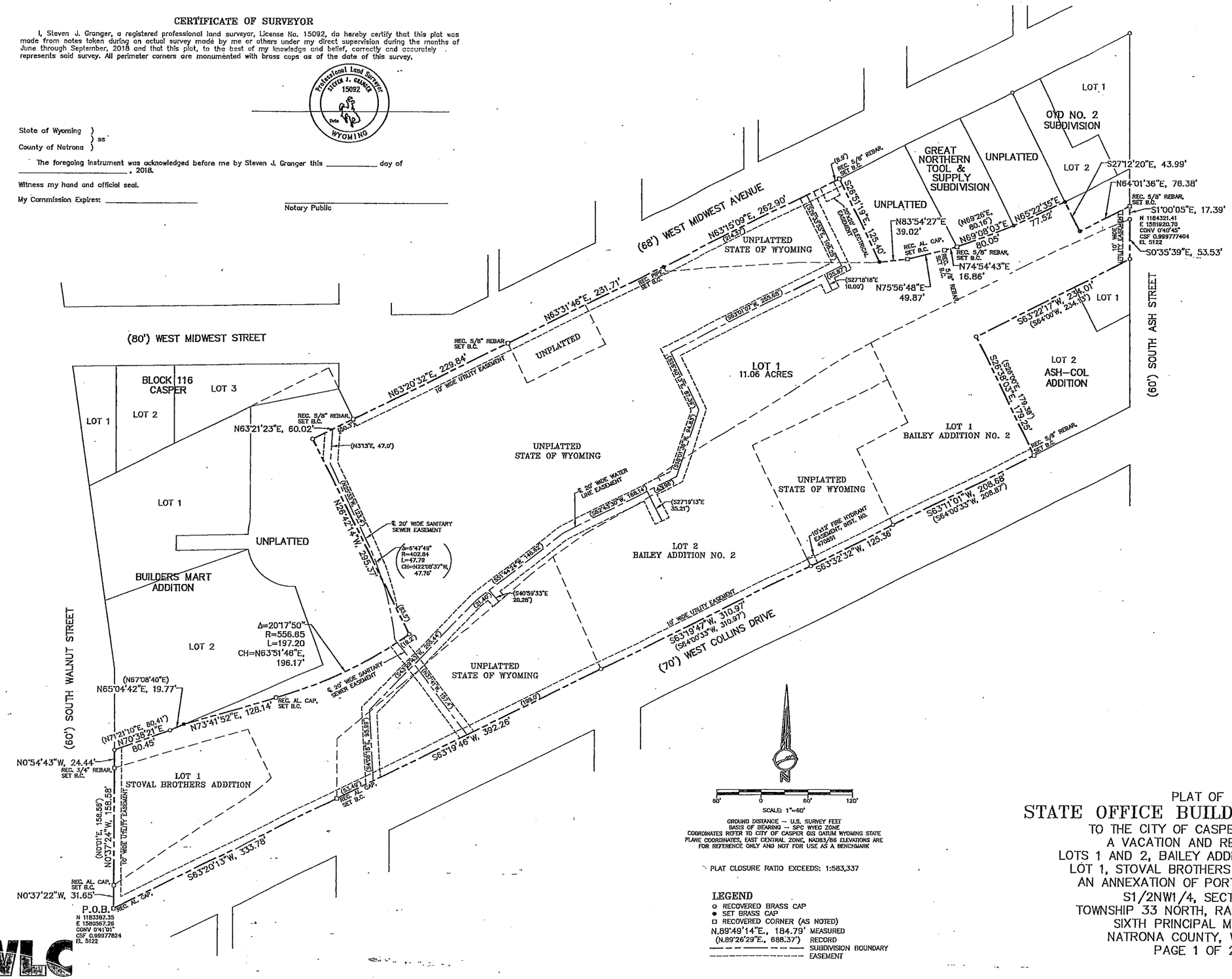
State of Wyoming)
) ss
County of Natrona)

The foregoing instrument was acknowledged before me by Steven J. Granger this _____ day of _____, 2018.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public



PLAT OF

STATE OFFICE BUILDING ADDITION

TO THE CITY OF CASPER, WYOMING
A VACATION AND REPLAT OF
LOTS 1 AND 2, BAILEY ADDITION NO. 2 AND
LOT 1, STOVAL BROTHERS ADDITION AND
AN ANNEXATION OF PORTIONS OF THE
S1/2NW1/4, SECTION 9
TOWNSHIP 33 NORTH, RANGE 79 WEST
SIXTH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING
PAGE 1 OF 2

WLC
ENGINEERING • SURVEYING • PLANNING
200 RONGHORN, CASPER, WY. 82601
W.O. No.: 16493-07 DATE: 11-06-18 FILE NAME: STATE BUILDING PLAT 16493-07

2017 TAX LEVIES FOR NATRONA COUNTY

	TAXING DISTRICTS									
District	CASPER	EDGERTON	EVANSVILLE	MIDWEST	MILLS	BAR NUNN	CASPER MOUNTAIN	SD #1		
Dist #	0150	0151	0152	0153	0154	0155	0121	0120		
State School Foundation Program	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000		
School District #1										
6 mill school levy	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000		
Operating Levy	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000		
Recreation Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000		
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500		
Bonds & Interest	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000		
TOTAL SCHOOL DISTRICT	32.500	32.500	32.500	32.500	32.500	32.500	32.500	32.500		
Community College										
Operating Levy	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000		
Additional Operating Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000		
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500		
Bonds & Interest	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890		
TOTAL COMMUNITY COLLEGE	7.390	7.390	7.390	7.390	7.390	7.390	7.390	7.390		
Natrona County										
General Fund	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000		
TOTAL NATRONA COUNTY	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000		
County Weed & Pest	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000		
Municipal Levies	8.000	8.000	8.000	8.000	8.000	8.000				
Sewer, Water & Fire Bonds										
Fire Protection							3.000	3.000		
TOTAL LEVY FOR DISTRICT	72.890	72.890	72.890	72.890	72.890	72.890	67.890	67.890		

2017 SPECIAL DISTRICTS:

TAX DISTRICT	MILL LEVY
0121 CASPER MOUNTAIN FIRE	3.000
0156 DOWNTOWN DEV AUTHORITY	16.00
0122 PIONEER WATER & SEWER	8.000
0128 WARDWELL WATER & SEWER	8.000
0134 MILLS/WARDWELL	8.000

TAXING ENTITIES MILL LEVY	
STATE SCHOOL FOUNDATION	12.00
SCHOOL DISTRICT #1	32.50
CASPER COLLEGE	7.390
COUNTY WEED & PEST	1.000
MUNICIPAL LEVIES	8.000
COUNTY FIRE PROTECTION	3.000
CASPER MOUNTAIN FIRE	3.000
NATRONA COUNTY	12.00

IMPROVEMENT & SERVICE DISTRICTS	REQUESTED DOLLARS
0123 PURSEL LANDS	$100.00 PER LOT
0124 LAKEVIEW	$530.00
0126 WESTLAND PARK	$200.00
0127 RED BUTTE	$225.00
0131 RENAUNA	VARIES
0132 SKYLINE RANCHES	VARIES
0136 VISTA WEST/WESTGATE PARK	$986.00
0137 WEBB CREEK	$700.00
0139 SANDY LAKE ESTATES	$100.00
0140 SUNLIGHT	$100.00
0141 INDIAN SPRINGS	VARIES
0142 THE ASPENS	$250.00
0143 PARK EAST RANCHETTES	$40.00
0144 POISON SPIDER	$625.00
0146 SKYVIEW / COLMAN	$200.00 PER LOT
0149 BRANDT-GOTHBERG	VARIES
0160 BLOODY TURNIP	$180 / $300
0162 BROOKHURST	$120.00
0163 EAST HENRIE ROADWAY	$264.00
0164 BIG RIVER ESTATES	$250.00 PER OWNER
0167 NORTH MOUNTAIN VIEW	$295.00 PER LOT OR $20.00 ADM
0169 MILE HIGH	$175.00 PER TAP

UTILITIES

Rocky Mountain Power	Rocky Mountain Power 2840 East Yellowstone Hwy Casper, WY 82609
Century Link	Century Link 103 North Durbin Street Casper, WY 82601
Century Link	Century Link 4719 Ridge Rd Cheyenne WY
Charter	Charter 451 South Durbin Street Casper, WY . 82601
Black Hills Energy	Black Hills Energy 1535 East Yellowstone Casper, WY 82601
Mountain West Telephone	Mountain West Telephone 123 West 1st Street, Suite C-95 Casper, WY 82601

RESOLUTION NO. 18-265

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF A PORTION OF THE S1/2NW1/4, SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST, 6TH P.M., NATRONA COUNTY WYOMING BEING INCLUDED IN A PLAT/REPLAT CREATING THE STATE OFFICE BUILDING ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

WHEREAS, the hearing to determine whether the above-described area is eligible for annexation and otherwise meets the requirements of Wyoming State Statute 15-1-402 was properly set for hearing before the Casper City Council, notice thereof being properly published and given pursuant to Wyoming State Statute 15-1-405; and,

WHEREAS, the City Council, pursuant to Wyoming State Statute 15-1-402, is required to consider and make certain findings prior to the above-described property is eligible for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following findings of facts have been and are hereby found, based on the record in this matter, by the governing body of the City of Casper.

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property owners.

2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man made features and is a natural extension of the City limits.

3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.

4. The annexation of the area is contiguous with, and adjacent to the City limits.

5. The City does not operate its own electric utility. Rocky Mountain Power Company will provide electric service for the area, as they do for the balance of the City of Casper.

6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.

7. Legal notice specifying the date, time, and place for a December 18, 2018, public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune November 16, 2018, and November 23, 2018; and notice was given as provided by Wyoming State Statute 15-1-405.

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

APPROVED AS TO FORM:

Walter Trenk IV

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

ORDINANCE NO. 20-18

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

WHEREAS, the State of Wyoming Department of Administration and Information has applied for approval of an annexation of a portion of the S1/2NW1/4, Section 9, Township 33 North, Range 79 West, 6th P.M., Natrona County Wyoming, and a vacation and plat/replat creating the State Office Building Addition, and approval of the zoning of said State Office Building Addition as OYDSPC (Old Yellowstone District and South Poplar Corridor); and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property, and said petition has been submitted to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

WHEREAS, an annexation report will be completed prior to final approval of the annexation, in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the vacation and plat/replat creating the State Office Building Addition, and the zoning of the same as OYDSPC (Old Yellowstone District and South Poplar Corridor), following a public hearing on September 20, 2018.

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

SECTION 1:
The annexation of a portion of the S1/2NW1/4, Section 9, Township 33 North, Range 79 West, 6th P.M., Natrona County Wyoming 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 vacation and plat/replat creating the State Office Building Addition is hereby approved.

SECTION 3:
The Subdivision Agreement between the City of Casper and the State of Wyoming Department of Administration and Information is hereby approved, and the Mayor is hereby authorized, and directed to execute, and the City Clerk to attest, said Agreement.

SECTION 4:
The State Office Building Addition is hereby zoned OYDSPC (Old Yellowstone District South Poplar Corridor).

SECTION 5:
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 6th day of November, 2018.

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

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

APPROVED AS TO FORM:

Walter Trembath IV

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

November 27, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Jolene Martinez, Assistant to the City Manager

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

Meeting Type & Date
Council Meeting
December 18, 2018

Action Type
Resolution

Recommendation
That Council, by resolution, authorize submission of a Wyoming Business Council grant in an amount up to $500,000 for the First Street Reach of the North Platte River Restoration - Poplar Street Bridge to BNSF Bridge, Project 12-51.

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

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

Casper has a valuable and unique asset in the North Platte River, and river restoration is a transformational investment in Casper's infrastructure. Improved water quality; improved aquatic and terrestrial habitat that may make Casper's urban corridor a destination fishery; and stabilized, improved banks are some of the river restoration outcomes that will improve both aesthetics and quality of life. A showcased river provides economic development opportunities. Increased tourism is one example. The Casper Area Convention and Visitor's Bureau developed a Fish Casper campaign, after they discovered nearly 20,000 out-of-state fishing licenses were purchased in Natrona County in 2012.

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

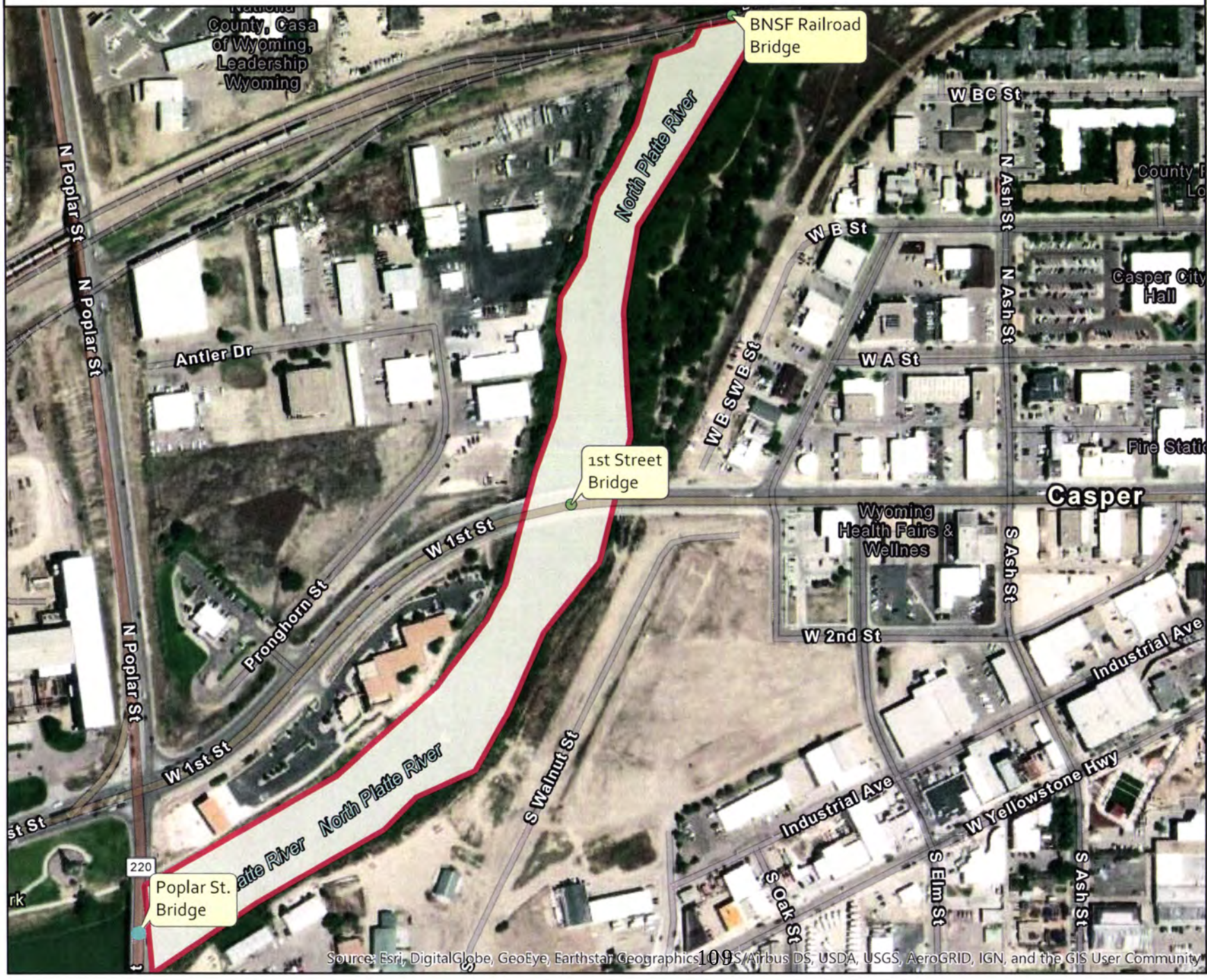
Financial Considerations

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

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

Attachments
Map of project area
Resolution

River Restoration - First Street Reach - Project 12-51

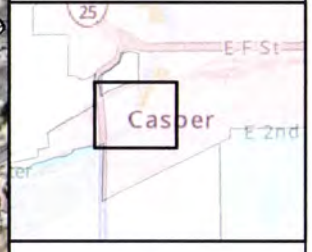


Project Boundary

Landmarks

CITY OF Casper WYOMING

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



0 70 140
Yards

N

RESOLUTION NO. 18-266

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING BUSINESS COUNCIL COMMUNITY ENHANCEMENT GRANT PROGRAM

WHEREAS, the City of Casper has identified the need to restore the North Platte River through Casper and has established a project called the Platte River Revival; and,

WHEREAS, a restored river will improve water quality, improve aquatic and riparian habitat, provide stabilized and aesthetically pleasing riverbanks, provide recreational opportunities and places for people to gather; and,

WHEREAS, positive economic growth can occur when aesthetics and quality of life are improved; and,

WHEREAS, the Wyoming Business Council Community Enhancement Grant is designed to assist municipalities with investments in infrastructure to improve aesthetics or quality of life to make a community attractive for business development; and,

WHEREAS, the Community Enhancement Grant can provide up to $500,000; and,

WHEREAS, the 50% match of up to $500,000 can be met by the Wyoming Wildlife and Natural Resource Trust grant that has been secured and no additional funds are needed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest, an application to the Wyoming Business Council for a Community Enhancement grant in the amount of up to $500,000 for the river restoration project.

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

APPROVED AS TO FORM:

Walter Trenkatt

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

December 17, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director

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

Recommendation:

That Council, by minute action, cancel the December 18, 2018 public hearing for the consideration of an ordinance to approve a vacation and replat creating the Elkhorn Village Addition, to approve the Elkhorn Village Addition Subdivision Agreement, and to establish the zoning of said Addition as R2 (One Unit Residential); and reestablish January 8, 2019 as the public hearing date.

Summary:

In order to allow publication and public notice prior to the public hearing, staff is requesting that the Council cancel the December 18, 2018 public hearing, and establish the new date of public hearing as January 8, 2019.

ORDINANCE NO. 23-18

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

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

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

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

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

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

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

SECTION 1:

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

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

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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

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

PASSED on 2nd reading the 4th day of December, 2018.

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

APPROVED AS TO FORM:

Walter Trembath

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WLC
ENGINEERING · SURVEYING
WWW.WLCWYO.COM

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

May 2, 2018
Revised: August 27, 2018

EXHIBIT
A

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

W.O. No.: 14210

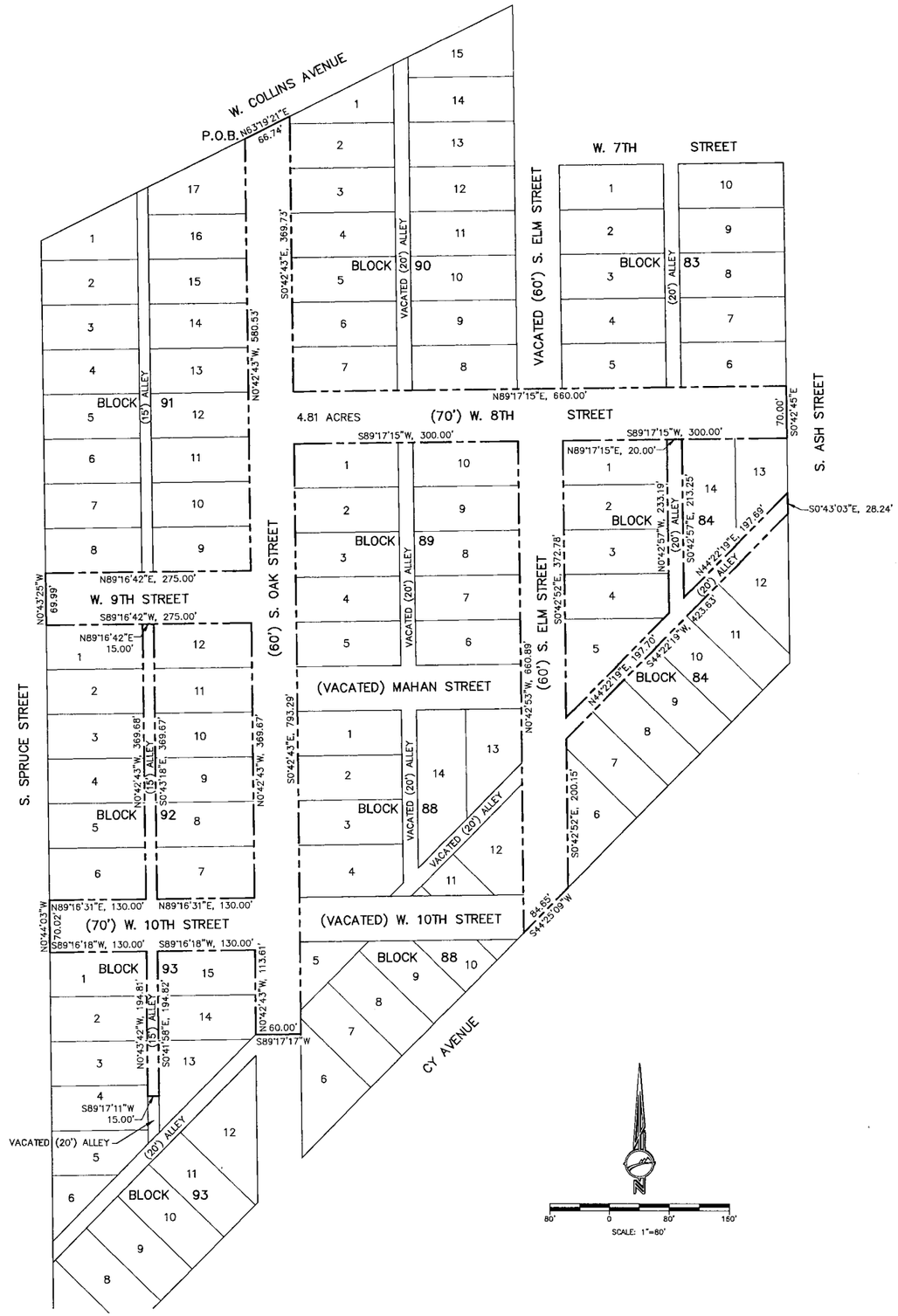
Description: (Street and Alley Vacations for NCHS – 4.98 Acres) Page 1 of 3

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

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

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

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



DESCRIPTION

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

Beginning at the northwesterly corner of the Parcel being described and also a point of intersection of the westerly line of South Oak Street with the southerly line of West Collins Street and the northeasterly corner of Block 91, City of Casper; thence from said Point of Beginning and along the northerly line of said Parcel and the northerly line of said South Oak Street and the southerly line of said West Collins Street, N.63°19'21"E., 66.74 feet to the northeasterly corner of said South Oak Street and the northwesterly corner of Block 90, City of Casper; thence along the easterly line of said Parcel and the westerly line of said Block 90, City of Casper, S.0°42'43"E., 369.73 feet to a point in the northerly line of West 8th Street and the southwesterly corner of said Block 90, City of Casper; thence along the northerly line of said Parcel and said West 8th Street and the southerly line of Block 90, City of Casper, across South Elm Street and the southerly line of Block 83, City of Casper, N.89°17'15"E., 660.00 feet to a point and southeasterly corner of said Block 83 and a point in the westerly line of South Ash Street; thence along the easterly line of said Parcel and across said West 8th Street and the westerly line of said South Ash Street, S.0°42'45"E., 70.00 feet to a point and northeasterly corner of Block 84, City of Casper; thence along the southerly line of said Parcel and West 8th Street and the northerly line of said Block 84, City of Casper, S.89°17'15"W., 300.00 feet to a point and northwesterly corner of said Block 84 and a point in the easterly line of South Elm Street; thence along the easterly line of said Parcel and South Elm Street and the westerly line of said Block 84, City of Casper, S.0°42'52"E., 372.78 feet to a point in the northerly line of an alley in said Block 84, City of Casper; thence along the northerly line of said Parcel and said alley, N.44°22'19"E., 197.70 feet to a point in the westerly line of an alley in said Block 84, City of Casper; thence along the westerly line of said Parcel and said alley, N.0°42'57"W., 233.19 feet to a point in the southerly line of said West 8th Street; thence along the northerly line of said Parcel and alley and the southerly line of said West 8th Street, N89°17'15"E., 20.00 feet to a point and northeasterly corner of said alley; thence along the easterly line of said Parcel and alley, S.0°42'57"E., 213.25 feet to a point in the northerly line of an alley in said Block 84, City of Casper; thence along the northerly line of said Parcel and alley, N.44°22'19"E., 197.69 feet to a point in the westerly line of said South Ash Street; thence along the easterly line of said Parcel and alley and the westerly line of said South Ash Street, S.0°43'03"E., 28.24 feet to a point in the southerly line of said alley; thence along the southerly line of said Parcel and alley, S.44°22'19"W., 423.63 feet to a point in the easterly line of said South Elm Street; thence along the easterly line of said Parcel and South Elm Street and the westerly line of said Block 84, City of Casper, S.0°42'52"E., 200.15 feet to a point in the northwesterly line of CY Avenue and southwesterly corner of said Block 84, City of Casper; thence along the southeasterly line of said Parcel and South Elm Street and the northerly line of said CY Avenue, S.44°25'09"W., 84.65 feet to a point in the westerly line of said South Elm Street; thence along the westerly line of said Parcel and South Elm Street and the easterly line of vacated West 10th Street, Block 88, City of Casper, vacated Mahan Street and Block 89, City of Casper, N.0°42'53"W., 660.89 feet to a point in the southerly line of said West 8th Street and the northeasterly corner of said Block 89, City of Casper; thence along the southerly line of said Parcel and West 8th Street and the northerly line of said Block 89, City of Casper, S.89°17'15"W., 300.00 feet to a point in the easterly line of said South Oak Street and the northwesterly corner of said Block 89, City of Casper; thence along the easterly line of said Parcel and South Oak Street and the westerly line of Block 89, City of Casper, vacated Mahan Street, block 88, City of Casper, vacated West 10th Street and Block 88, City of Casper, S.0°42'43"E., 793.29 feet to a point; thence along the southerly line of said Parcel and across said South Oak Street, S.89°17'17"W., 60.00 feet to a point in the westerly line of said South Oak Street and the northeasterly corner of an alley in Block 93, City of Casper; thence along the westerly line of said Parcel and South Oak Street and the easterly line of said Block 93, City of Casper, N.0°42'43"W., 113.61 feet to a point in the southerly line of said West 10th Street and the northeasterly corner of said Block 93, City of Casper; thence along the southerly line of said Parcel and West 10th Street and the northerly line of said Block 93, S.89°16'18"W., 130.00 feet to a point in the easterly line of an alley in said Block 93, City of Casper; thence along the easterly line of said Parcel and said alley, S.0°41'58"E., 194.82 feet to the southeasterly corner of said alley; thence along the southerly line of said Parcel and alley, S.89°17'11"W., 15.00 feet to a point in the westerly line of said alley; thence along the westerly line of said Parcel and alley, N.0°43'42"W., 194.81 feet to a point in the southerly line of said West 10th Street; thence along the southerly line of said Parcel and West 10th Street and the northerly line of said Block 93, City of Casper, S.89°16'18"W., 130.00 feet to a point in the easterly line of South Spruce Street and the northwesterly corner of said Block 93, City of Casper; thence along the westerly line of said Parcel and across said West 10th Street and the easterly line of said South Spruce Street, N.0°44'03"W., 70.02 feet to a point in the northerly line of said West 10th Street and the southwesterly corner of Block 92, City of Casper; thence along the northerly line of said Parcel and West 10th Street and the southerly line of said Block 92, City of Casper, N.89°16'31"E., 130.00 feet to a point in the westerly line of an alley in said Block 92, City of Casper; thence along the westerly line of said Parcel and alley, N.0°42'43"W., 369.68 feet to a point in the southerly line of West 9th Street; thence along the northerly line of said Parcel and alley and the southerly line of said West 9th Street, N.89°16'42"E., 15.00 feet to a point in the easterly line of said alley; thence along the easterly line of said Parcel and alley, S.0°43'18"E., 369.67 feet to a point in the northerly line of said West 10th Street; thence along the northerly line of said Parcel and West 10th Street and the southerly line of said Block 92, City of Casper, N.89°16'31"E., 130.00 feet to a point in the westerly line of said South Oak Street and the southeasterly corner of said Block 92, City of Casper; thence along the westerly line of said Parcel and South Oak Street and the easterly line of said Block 92, City of Casper, N.0°42'43"W., 369.67 feet to a point and northeasterly corner of said Block 92, City of Casper; thence along the southerly line of said Parcel and West 9th Street and the northerly line of said Block 92, City of Casper, S.89°16'42"W., 275.00 feet to a point and northwesterly corner of said Block 92, City of Casper and a point in the easterly line of said South Spruce Street; thence along the westerly line of said Parcel and across said West 9th Street and the easterly line of said South Spruce Street, N.0°43'25"W., 69.99 feet to a point and southwesterly corner of said Block 91, City of Casper; thence along the northerly line of said Parcel and West Ninth Street and the southerly line of said Block 91, City of Casper, N.89°16'42"E., 275.00 feet to a point and southeasterly corner of said Block 91, City of Casper and a point in the westerly line of said South Oak Street; thence along the westerly line of said Parcel and South Oak Street and the easterly line of said Block 91, City of Casper, N.0°42'43"W., 580.53 feet to the Point of Beginning and containing 4.98 acres, more or less.

EXHIBIT
B

WLC ENGINEERING · SURVEYING
200 PRONGHORN, CASPER, WY. 82601

Drwg. By: KRM W.O. No.: 14210
Chk. By: SJG Book No.:
Acad File: NCHS VACATIONS

FOR: NATRONA COUNTY SCHOOL DISTRICT #1
970 GLENN ROAD
CASPER, WY 82601

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

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

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

S:\NCHS-BASSETT-14210\PROJECT DOCUMENTS\DESIGN\VACATIONS\VACATION AREA LEGAL DESCRIPTION\NCHS VACATIONS.DWG

ENGINEERING • SURVEYING • PLANNING
WWW.WLCWYO.COM

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

EXHIBIT
C

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

W.O. No.: 14210-21

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

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

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

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

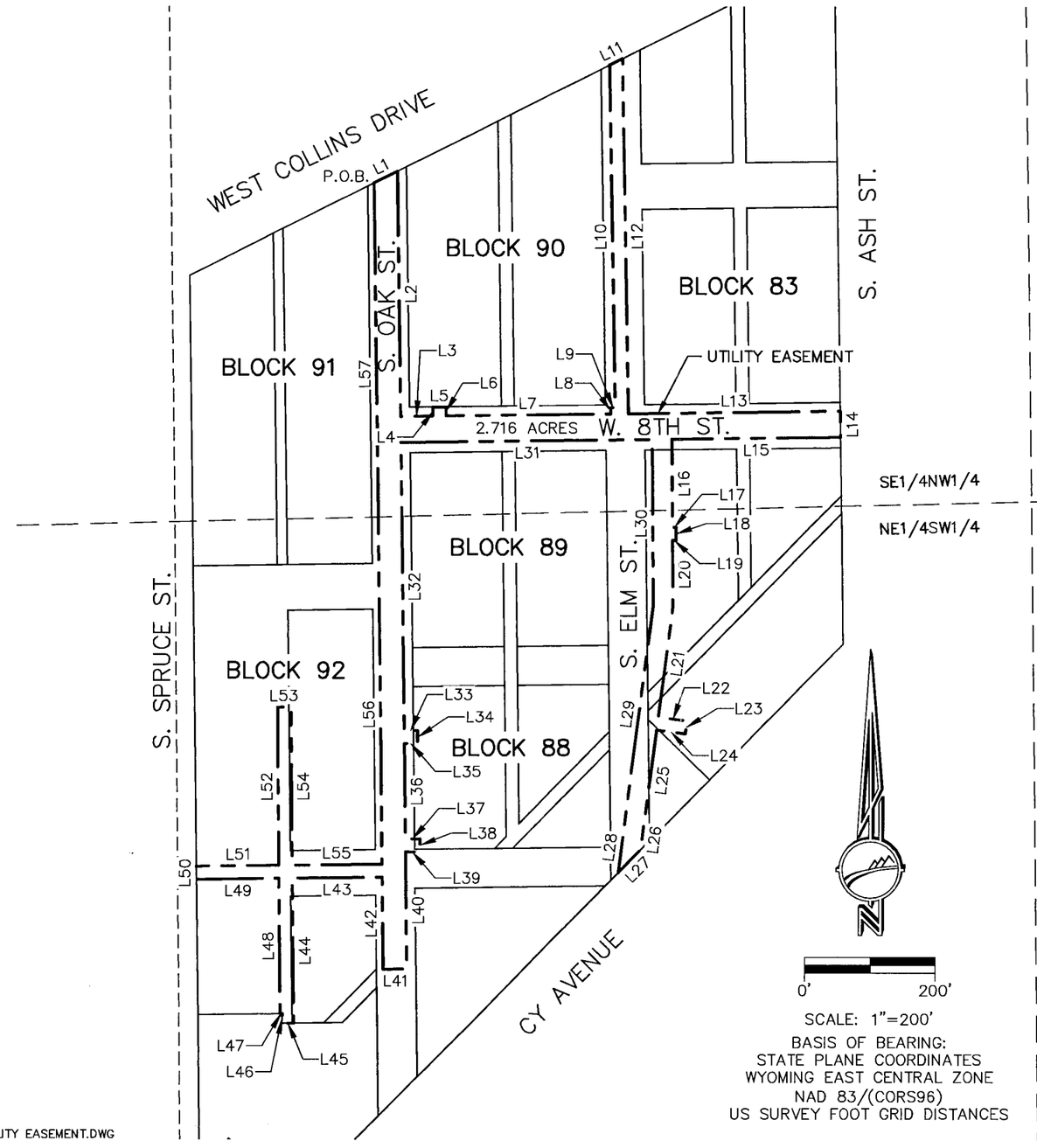
WLC ENGINEERING, SURVEYING & PLANNING
200 PRONGHORN STREET, CASPER, WYOMING 82601
FOR

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

PROPERTY LOCATION PLAT

SE1/4NW1/4
NE1/4SW1/4 Section 9, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
Lot _____ Block _____ Subdivision CITY OF CASPER
City CASPER County NATRONA State WYOMING

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



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

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

EXHIBIT "A"
SHEET 1 OF 3

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

EXHIBIT
D

ORDINANCE NO.24-18

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

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

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

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

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

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

Section 5.08.028 is created to read as follows:

Manufacturing and rectifying.

a. A holder of a manufacturer's license who is a federally licensed distiller or rectifier may dispense free of charge at the site identified on the manufacturer's license samples in quantities not to exceed one and one-half (1.5) ounces of their product manufactured at the site identified on the manufacturer's license and no more than three (3) ounces of samples per consumer per day. The dispensing of samples shall be subject to the schedule of operating hours set pursuant to W.S. 12-5-101 and the licensed building provisions provided in W.S. 12-5-201.
b. The local licensing authority may issue to the holder of a manufacturer's license granted under subsection (a) of this section who is a federally licensed distiller or rectifier, a satellite manufacturer's permit which allows the permittee to sell product manufactured at the site identified on the manufacturer's license at not more than one (1) satellite location within Wyoming separate from its manufacturing site under the original permit. All products sold at a manufacturer's satellite location shall be obtained through the division. The satellite manufacturer's permit may be issued on application to the appropriate licensing authority. The local licensing authority may require a public hearing and the payment of an additional permit fee not to exceed one hundred dollars ($100.00). The satellite manufacturer's permit shall be subject to the terms and conditions of W.S. 12-4-106, the schedule of operating hours set pursuant to W.S. 12-5-101 and the licensed building provisions pursuant to W.S. 12-5-201.

c. For purposes of this section:

(i) "Distiller" includes any person who:

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

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

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

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

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

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

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

Section 5.080.030 is amended to read as follows:

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

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

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

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

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

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

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

November 30, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager
Clint Conner, Distribution Manager

SUBJECT: Authorizing a Procurement Agreement with Municipal Treatment Equipment, Inc. in the amount of $21,550, for one Storage Tank Mixer for use at the Valley Hills water storage tank.

Meeting Type & Date
Regular Council Meeting
December 18, 2018

Action type
Resolution

Recommendation
That Council, by resolution, authorize a Procurement Agreement with Municipal Treatment Equipment, Inc. in the amount of $21,550, for one Storage Tank Mixer for use at the Valley Hills water storage tank.

Summary
Water storage tanks, because of their inherent design, often are stratified with colder water at the bottom, and much warmer water at the top. This stratification leads to nitrification in the water storage tanks and water distribution system usually in the late summer and fall. Nitrification leads to the loss of chloramine residual in the system which could, if left unabated, lead to public health concerns. To minimize nitrification events, City staff spends a great deal of time water sampling, flushing water lines, and draining water storage tanks. Stratification also leads to ice buildup in the water storage tanks in the winter which damages tank coatings and roof structures.

In 2009, a nitrification control study was performed by CH2M Hill Consulting Engineers for the Central Wyoming Regional Water System (CWRWS) Joint Powers Board. The report made several recommendations including experimenting with the use of water storage tank mixers. Tank mixers will gently mix the water in the water storage tank throughout its depth in order to achieve a fully mixed tank. Incoming water with sufficient chloramine residual can combine with tank water with lower residual to keep the entire contents of the tank at an adequate chloramine residual concentration. Tank mixers by themselves will not stop nitrification events, but they will help.

During the past eight years mechanical mixers have been installed in four of five CWRWS distribution water storage tanks and ten of eighteen City of Casper water storage tanks either by Staff or by Contractors during tank renovation projects. The mixers, along with changes made at the Water Treatment Plant, have reduced nitrification event intensity in the distribution system.

In 2010, Staff installed mechanical mixers from two different vendors to compare their performance. One was successful (a PAX submersible mixer); the other was not (a SolarBee floating mixer). The vendor of the floating mixer changed their design to a submersible mixer and exchanged the floating mixer for their new submersible mixer. That mixer has not performed as well as the PAX mixers and ice buildup remains an issue in that water storage tank. PAX Water Technology mechanical submersible mixers are now in fourteen RWS/Casper water storage tanks with good results. Other than small electrical usage, they have caused no maintenance expenditures.

SolarBee and PAX are the only two nationally recognized mechanical water storage tank mixer manufacturers, neither of which have distribution outlets within Wyoming. SolarBee is headquartered and distributed out of Dickenson, North Dakota and Municipal Treatment Equipment, Inc. of Golden, Colorado is the exclusive representative for PAX equipment for the Colorado, Wyoming, and New Mexico area.

At its June 26, 2018 Work Session, Council authorized the Public Services Department to negotiate a sole source Procurement Agreement with Municipal Treatment Equipment, Inc. for the purchase Golf Course tank mixer. This is an identical purchase for the Valley Hills tank.

Oversight/Project Responsibility
Clint Conner, Distribution Manager

Attachments
Resolution
Purchase Agreement with Exhibit "A"

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this _____ day of _____, 2018, between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Municipal Treatment Equipment, Inc., 17301 West Colfax #105, Golden, Colorado 80401, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the attached Sales Proposal dated November 1, 2018, (Exhibit "A", pages 1 - 14 as modified). The Goods to be furnished are generally described as follows:

- One (1) PAX Water Mixer (PWM150)
- One (1) Control Center Dry Assembly w/SCADA Compatibility
- One (1) Cable 130-Feet Long
- One (1) Tank Penetration Accessories
- One (1) Design, Submittal, and Operation and Maintenance Manual

No installation, start up services, or training shall be provided. The Contractor will provide a start-up checklist.

ARTICLE 2. ENGINEER.

The Goods have been specified by the Public Services Department, Public Utilities Division of the City of Casper, Wyoming, referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

City of Casper Water Distribution Garage
1600 Southwest Wyoming Blvd.
Casper, Wyoming 82604

ARTICLE 4. CONTRACT TIME.

4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.

4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance by January 31, 2019.

4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollar(s) ($ 100.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Twenty-One Thousand Five Hundred Fifty Dollars ($21,550). See Exhibit "A" - Sales Proposal dated November 1, 2018, pages 1 - 14 as modified. For clarification purposes, on Exhibit "A", starting on page 8, Item D – Terms of Payment/Price Validity, the rest of the document with strike-throughs (that is crossed out) is inapplicable to this Contract.

ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:

6.1.1 Upon receipt and approval of Shop Drawings, and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General

Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.

6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Procurement Agreement, Contractor makes the following representations:

8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.

8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.

8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

ARTICLE 9. PROCUREMENT DOCUMENTS.

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

9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).

9.2 Exhibit "A" - Sales Proposal dated November 1, 2018, pages 1 - 14 as modified.

9.3 Addenda, if applicable.

9.4 Certificate of Insurance.

9.5 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).

9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).

9.7 Procurement Specifications (Not Applicable for this Agreement).

9.8 Notice of Award.

9.9 Documentation submitted by Contractor prior to Notice of Award (Pages _na_ to _na_, inclusive).

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

9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.

9.12 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.

10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.

10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.

10.4 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 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 caused this Procurement Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

Walter Trent III

CONTRACTOR:

ATTEST:

Municipal Treatment Equipment, Inc.
17301 West Colfax #105
Golden, Colorado 80401

BY: _____

TITLE: V.P.

BY: _____

TITLE: Sales Engineer

OWNER:

CITY OF CASPER, WYOMING,
A Municipal Corporation

ATTEST:

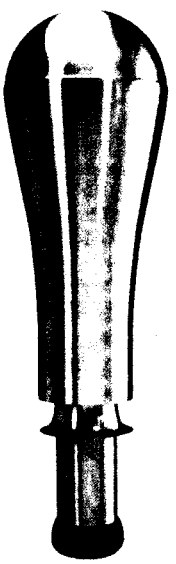
BY: _____
Fleur D. Tremel
City Clerk

BY: _____
Ray Pacheco
Mayor

PAX Water Technologies
A UGSI SOLUTIONS COMPANY

FIRM PROPOSAL

PAX PWM150 MIXER
FOR
CASPER WY- 0.5MG VALLEY HILLS TANK



PAX 150 SERIES MIXER

PAX Water Technologies, Inc. File No.: P18-3609

Prepared on: November 1, 2018

AUTHORIZED SALES REPRESENTATIVE:
Municipal Treatment Equipment (MTE)
Mike Glavan
17301 W. Coflax #105
Golden, CO- 80401
T: (303) 231-9175
Email: mglavan@municipaltreatment.com

PAX Water Technologies
A UGSI SOLUTIONS COMPANY

TABLE OF CONTENTS

Cover Letter

Section 1: Scope of Supply

Section 2: Proposal Acceptance

Section 3: Terms and Conditions

IMPORTANT NOTICE: All the information in this Proposal or supplied in connection with this Proposal (including drawings, designs and specifications) (collectively, the "Information") is confidential and has been prepared for Buyer's use solely in considering the purchase of the goods and services described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.

Phone: (970) 556-2001 **Email**: jrhodes@ugsichemicalfeed.com **Web**: paxwater.com

PAX *Water Technologies*
A UGSI SOLUTIONS COMPANY

November 1, 2018

Mike Glavan
Municipal Treatment Equipment

Re: PAX PWM150 Mixer for Casper- WY
PAX Water Technologies, Inc. File No.: P18-3609

Dear Mike,

Thank you for your interest in PAX Water Technologies, Inc., a UGSI Solutions company. We are pleased to provide a Proposal for a PAX PWM150 mixer for 0.5MG Valley hills tank. Our Proposal is based on the following design criteria:

Gallons of Stored Water, in Millions	.5
Tank Diameter, in feet	40
Tank Height, in feet	53

The PAX PWM150 mixer is a submersible active mixing system for potable water storage tanks and reservoirs. When operated correctly, the PAX PWM150 mixer can rapidly eliminate thermal stratification, decrease ice formation, rapidly blend and distribute doses of residual disinfectant, and maintain uniform chemical and temperature conditions. Under some conditions, the mixing action can also reduce the rate of residual disinfectant loss and lower volatile disinfection byproduct levels inside the tank when used as part of an in-tank aeration system.

Installation of the PAX PWM150 mixer is very simple. The utility or contractor can perform the "wet-side" mixer installation while the tank is full by lowering the mixer into the tank access hatch using a built in power cord.

Equipment start-up may be provided by PAX or the local PAX representative. PAX will provide installation a start-up checklist form.

A detailed scope of work and firm price for the complete system is listed in Section 1 of this proposal. Section 3 includes our terms and conditions.

The PAX line of water mixers offers many advantages, including:

- Eliminates thermal stratification, short-circuiting and "dead zones"
- Eliminates chemical stratification and residual loss
- Lowers surface water temperature and combats biofilm growth
- Reduces variability in water taste and odor
- Reduces nitrification risk in chloraminated water systems
- Lowers rate of disinfection by-product (DBP) formation
- Delivered and installed quickly, with minimal construction and installation cost
- Proven track record supported by years of successful operational experience

Phone: (970) 556-2001 **Email**: jrhodes@ugsichemicalfeed.com **Web**: paxwater.com

We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Mike Glavan at Municipal Treatment Equipment, or me at (970) 556-2001.

Thank you.

Sincerely,

Jeff Rhodes
Regional Sales Manager

cc: David Haines, PAX Water Technologies, Inc.
Srividya Uppuluri, Process Solutions, Inc.
Mike Glavan, Municipal Treatment Equipment (MTE)

SECTION 1

SCOPE OF SUPPLY
PAX PWM150 MIXER

A. Scope of Work by PAX

B. Scope of Work by Others

C. Clarifications

D. Terms of Payment/Price Validity

E. Delivery

F. Warranty

A. SCOPE OF WORK BY PAX

The following equipment and services comprise our scope of work:

No	Item Description	Qty.
1.	**PWM150 Mixer Wet Assembly,** including: ▪ Spiral-shaped nozzle designed to mix up to 0.75 million gallons of water ▪ Electropolished to minimize surface corrosion ▪ Integrated power cable and lowering mechanism for simplicity ▪ The ability to function continuously regardless of tank cycles ▪ 230V three phase ½ horsepower water-cooled motor provided by the PAX Control Center	1
2.	**Control Center Dry Assembly with SCADA Compatibility**, including: **Nema 3R Enclosure:** ▪ Lockable and weather resistant ▪ Overall weight of control center 50 lbs. ▪ Green and Red LED Indicator lights to display motor status **Motor Controller/VFD:** ▪ 230VAC single phase, rated to 1.0 HP ▪ Operating temperature range -4 °F to 129 °F (-20 °C to 54 °C) ▪ Manual speed control ▪ Thermal shut-off protection built-in ▪ Current overload protection built-in ▪ 300mA trip level GFCI **SCADA outputs included**: ▪ Digital Output signal indicating motor running ▪ Digital Output signal indicating fault ▪ Digital Input/Output signal for remote motor on/off ▪ RS-485 or Dry Contact connections	1
3.	**Cable 130 ft.**, including: ▪ Twisted 4 conductor	1
4.	**Tank Penetration Accessories** ▪ Sealing gland for 4 wire twisted cable	1
5.	**Design Submittal and Operation & Maintenance Manual as Follows** ▪ Submittals: Qty. One (1) Sent Electronically ▪ O&M Manual: Qty. One (1) Sent Electronically *Please notify us if an alternate quantity is required so that we can modify our Proposal accordingly.*	Included

6.	**Manufacturer's Field Services (1 Day at the Jobsite),** including: ▪ Installation Inspection ▪ System Start-Up ▪ Operator Training	Included
7.	**FOB Factory, Richmond, CA with Full Freight Allowed to Jobsite, Casper WY**	Included
	BUDGETARY PRICE [ITEMS 1-7]	**$23,550.00**
8.	**Deduct Field Services**	**$2,000.00**
		$21,550.00

B. SCOPE OF WORK BY OTHERS

1. Equipment unloading and installation.
2. All civil works and concrete pad for equipment.
3. Any underground or structural work.
4. Anchor bolts and seismic restraints.
5. Heat tracing and insulation of all interconnecting equipment.
6. Room ventilation, air conditioning or lighting.
7. Any video recording.
8. Electrical power to control panel.
9. Any electrical conduit runs.
10. Any tank recoating services, labor, or parts.
11. Any tank hatch penetrations.
12. All electrical conduit, wiring, electrical material, etc. between control panel, SCADA, etc.
13. All taxes, fees, lien waivers, bonds and licenses.
14. Any permitting or regulatory approvals.
15. Any items not explicitly listed under Scope of Work by PAX above.

C. CLARIFICATIONS

1. Installation inspection, start-up and operator training can be provided by a PAX representative for a mutually agreed fee if they are not included in PAX's Scope of Work above. Whether or not PAX is providing start-up services, PAX will provide a start-up checklist.
2. If transaction is tax-exempt, please submit Tax Exemption Certificate to PAX.
3. PAX requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PAX will work with you to attempt to accommodate your scheduling needs. Contact the Service Department at (866) 729-6493 to schedule the onsite visit.
4. Once the on-site service has been scheduled, PAX requires a minimum of one (1) week notification in the event of a delay. Notice of delay received less than one (1) week prior to a scheduled site visit may result in a change fee.

D. TERMS OF PAYMENT/PRICE VALIDITY

- Payment terms are 100% net 30 days after shipment of equipment.
- Price valid for 90 days. PAX may reprice this Proposal thereafter or if delivery occurs more than 365 days after PAX receives a mutually agreed order.

E. DELIVERY

- Submittals: 2 weeks after receipt of mutually agreed order
- Equipment Shipment: 4 weeks after approval of submittals

F. WARRANTY

- PAX will warrant the equipment as set forth in its standard warranty included in the Terms and Conditions at Section 3 of this Proposal. The Warranty Period (as defined therein) for the PAX PWM150 mixer is 36 months.

SECTION 2

PROPOSAL ACCEPTANCE

PAX Water Technologies, Inc. File No.: P18-3609

1) This Proposal by PAX Water Technologies, Inc. ("Seller") is contingent upon the undersigned buyer ("Buyer") executing this Proposal, including without limitation agreeing to the terms and conditions contained in this Proposal.
2) Please return a signed copy of this Proposal to:
   PAX Water Technologies, Inc.
   860 Harbor Way South, Suite C
   Richmond, CA, 94804
   Attn: Orders
   Phone: (510) 550-7100
   E-mail: orders@paxwater.com

Thank you for your interest in PAX. We are committed to meeting your expectations.

Proposal Acceptance
An authorized signature indicates Buyer's acceptance of this Proposal, including without limitation the Terms and Conditions in Section 3 below.

_____
Buyer's Name (printed)

_____
Buyer's Authorized Signature

_____
Date

SECTION 3

TERMS AND CONDITIONS

1. Applicable Terms. These terms govern Seller's sale, and Buyer's purchase, of the products and/or services referred to in Seller's proposal or quotation (collectively, the "Products"). The front page of Buyer's purchase order (disregarding any reference to terms and conditions and any provisions that conflict herewith), if any, together with the description of the Products in Seller's proposal or quotation and these terms and conditions comprise the complete and exclusive agreement between the parties (the "Agreement") related to the purchase and sale of the Products. All prior communications, documents, negotiations and representations, if any, are merged herein. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All orders are subject to prior credit approval by Seller.

2. Pricing. The prices shall be: (a) as stated in Seller's proposal or order acknowledgment, or (b) if none are stated, Seller's standard prices in effect at the time of release for shipment.

3. Payment. Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller will become immediately due and payable without notice or demand. Buyer will pay 1½% interest per month, compounded monthly, on all amounts not received by the due date. Buyer hereby grants Seller a purchase money security interest in the Products until such time as Seller is fully paid. Buyer will assist Seller in taking action to perfect and protect Seller's security interest. Seller may make partial shipments, in which case, Buyer shall pay for each shipment in accordance with the terms hereof.

4. Taxes, Shipping, Packing. Except to the extent expressly stated otherwise in these terms or in Seller's proposal or quotation, prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges, and Buyer shall pay such amounts or reimburse Seller for any such amounts Seller pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs, and penalties arising out of same. Prices include the costs of Seller's standard domestic packing only. Any deviation from standard packing (domestic or export) shall result in extra charges. Any and all increases, changes, adjustments, or surcharges (including fuel surcharges) which may arise in connection with the freight charges, rates or classification included as part of this Agreement, shall be for the Buyer's account.

5. Delivery. Products shall be delivered F.O.B. Seller's point of shipment or Ex Works Seller's point of shipment if being delivered outside the United States. All delivery dates are estimated and are dependent in part upon prompt receipt of all necessary information from Buyer, including submittal approvals, if applicable, and all required commercial documentation. Seller will make a good faith effort to complete delivery of the Products on the date and to the location specified in writing by Buyer, but Seller assumes no liability for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or representatives, storage and all other additional costs and risks will be borne solely by Buyer. Any claims for Products damaged or lost in transit ("Transit Losses") must be made by Buyer to the carrier and reported to Seller within one business day following delivery to Buyer.

6. Inspection and Acceptance. Buyer will have seven days from the date Buyer receives any Products to inspect such Products for defects and nonconformance which are not due to Transit Losses, and to notify Seller, in writing, of any defects, nonconformance or rejection of such Products. After such seven-day period, Buyer will be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer will have no right to reject or revoke acceptance of the Products for any reason.

7. Returns and Cancellation. Buyer may not return custom engineered Products. Buyer may return other Products only with Seller's prior written approval, which may be withheld in Seller's sole discretion. Any authorized return will be subject to payment of a restocking charge and will be allowed only if the subject Product: (i) is in new condition, suitable for resale, and (ii) has not been used, installed, modified, altered or damaged. The restocking charge for authorized returns will be no less than (x) 25% of the purchase price, net of any freight charges included in the purchase price, plus (y) 100% of freight costs incurred by Seller. Buyer is responsible for the payment or reimbursement of return freight charges. Returns will be shipped F.O.B. Seller's location. Seller may, but will not be obligated to, treat any cancellation of an accepted order as an authorized return.

8. Force Majeure. Seller will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government, or any other cause beyond Seller's reasonable control.

9. Warranty. Seller warrants for the Warranty Period (as defined below) that each Product is free from defects in material and workmanship and conforms to Seller's specifications applicable to the Product. Seller's warranty is transferable during the Warranty Period to the initial end-user of the Product ("Owner"). Seller's warranty is conditioned on (i) Seller's verification of the alleged breach; (ii) the Product being stored, handled, installed, operated and maintained in accordance with Seller's instructions, (iii) no repairs, modifications or alterations being made to the Product other than by Seller or its authorized representatives, (iv) Buyer or Owner providing prompt written notice of any warranty claims within the Warranty Period, and (v) at Seller's discretion, Buyer or Owner either removing and shipping the Product or non-conforming part thereof to Seller, at Buyer's or Owner's expense, or Buyer or Owner granting Seller access to the Products at all reasonable times and locations to assess the warranty claims. Seller's warranty does not apply to software and does not cover damage due to (x) lightning, flood or other acts of nature or *force majeure* events, or failure of or inappropriate application of peripheral devices, including lightning or surge protectors, (y) installation by a person or entity other than Seller or Seller's authorized installation contractor, or (z) ordinary wear and tear. Lightning protection is recommended particularly in areas historically prone to lightning, and it is Buyer's or Owner's responsibility to properly select and install lightning protection in accordance with all applicable laws, codes and regulations.

Buyer's or Owner's sole remedy for any breach of Seller's warranty is limited to Seller's choice of repair or replacement of the Product, or non-conforming parts thereof F.O.B. jobsite, or refund of the purchase price for the subject Product or part. Seller reserves the right to provide new or reconditioned replacement Products or parts. The warranty on repaired or replaced Products or component parts is limited to the remainder of the original Warranty Period. The warranty includes labor to remove and reinstall repaired or replacement Products or components for a period of 120 days after shipment of the Product; provided that (a) the defective Product was originally installed, and the repaired or replacement Products will be installed, in accordance with Seller's guidelines in effect at the time of installation; and (b) labor of divers and labor required to drain the storage tank or reservoir is excluded. After such period, Buyer or Owner shall be responsible for (i) any labor required to remove or gain access to the Product so that Seller can assess the available remedies; and (ii) all costs of installation of repaired or replaced Products or component parts. If Seller determines that any alleged damage is not covered by this warranty, Seller will charge, and Buyer will pay, Seller's normal rates for any inspection or repair performed by Seller, and for any materials provided or used in connection therewith.

The "Warranty Period" applicable to each Product begins on the date of installation or three (3) months after shipment, whichever comes first, and continues for the period of time set forth below opposite the applicable Product.

Mixers	Warranty Duration
PWM 100/150 (including Standpipe)	36 months
All other Products	12 months

THE WARRANTY SET FORTH IN THIS SECTION IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND SELLER'S WARRANTY IS SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING SERVICES RENDERED, IF ANY, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCTS WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES, AND BUYER ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO BUYER. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.

11. Remedies of Seller. Any of the following will constitute an event of default which will enable Seller, at its option and without liability to Buyer, to cancel any unexecuted portion of the order that is the subject of this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Buyer to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein; (ii) the insolvency of Buyer or its failure to pay its debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this Agreement, or the filing of any petition to adjudicate Buyer bankrupt; (iii) a failure by Buyer to provide adequate assurance of performance within ten days after a justified demand by Seller; or (iv) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. Seller's obligations under Section 9 hereof will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under Section 9 beyond the Warranty Period provided therein. Seller's election of any remedy in the event of a default by Buyer will not preclude Seller from exercising any other remedy available to Seller hereunder or at law or in equity for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection charges, including attorneys' fees and expenses, will be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 3.

12. Equal Employment Opportunity. Seller is an equal opportunity employer. The parties shall, as applicable, abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A) (relating to the notice of employee rights under federal labor laws), and these laws and regulations are incorporated herein by reference.

13. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, export, transfer, assignment, disposal, and use of the Products provided under this Agreement, including any export license requirements. Buyer agrees that such Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. Miscellaneous. No part of this Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. As used in this Agreement, "including" and its variants mean "including without limitation" and its variants. No course of dealing or performance, usage of trade, or failure to enforce any term will be used to modify the Agreement. Buyer acknowledges that it has not relied upon any letters of intent, agreements, promises, negotiations, statements or representations other than those expressly set forth in this Agreement and that no such extraneous document or other communication shall be of any force or effect. Buyer agrees and warrants that in entering into this Agreement, Buyer is relying solely upon the information contained in this Agreement and not in reliance upon any other information. If any of these terms is unenforceable, such term will be limited only to the extent necessary to make it enforceable, and all other terms will remain in full force and effect. Buyer may not assign this Agreement without Seller's prior written consent. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Any bond issued by Seller in connection with the sale of the Products shall remain in effect for a maximum of two (2) years after acceptance of the Products, and the only warranty, guaranty or Product performance obligations covered thereby shall be those at Section 9 above. Buyer covenants to return any such bond to Seller upon the earlier to occur of (x) the expiration of the Warranty Period, and (y) the expiration of the aforesaid two-year period. All Product performance obligations of Seller are contingent on the conditions of and within the tank in which the Products are installed being as specified by Seller and will be considered satisfied and discharged upon successful completion of the initial Product performance testing. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY.

RESOLUTION NO.18-267

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH MUNICIPAL TREATMENT EQUIPMENT, INC. FOR ONE PAX WATER STORAGE TANK MIXER.

WHEREAS, the City needs one water storage tank mixer for use by the Public Services Department, Public Utilities Division, Water Distribution Section; and,

WHEREAS, Municipal Treatment Equipment, Inc. (the "Contractor") represents that it is ready, willing, and able to provide one water storage tank mixer as required by the Procurement Agreement; and,

WHEREAS, the City desires to retain the contractor to furnish one water storage tank mixer.

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 Procurement Agreement with Municipal Treatment Equipment, Inc. to furnish one PAX water storage tank mixer.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the Procurement Agreement in an amount not to exceed Twenty-One Thousand Five Hundred Fifty Dollars ($21,550).

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

APPROVED AS TO FORM:

Walter Trenoweth

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

November 26, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Tim Cortez, Parks and Recreation Director
Jim Gerhart, Interim Parks Manager

SUBJECT: Amendment To The Lease Between The City Of Casper And Gary Marsh, Inc., In Regards To A Lease Extension.

Meeting Type & Date
Regular Council Meeting
December 18, 2018

Action Type
Resolution

Recommendation:
That Council, by resolution, authorize an amendment to the lease agreement between the City of Casper and Gary Marsh, Inc., in regards to extending the Golf Pro lease to November 1, 2019.

Summary:
On March 5, 2013, the City of Casper and Gary Marsh, Inc. entered into a Lease Agreement for the entire bottom floor of the City of Casper Municipal Golf Course clubhouse located at 2120 Allendale Boulevard in Casper, Wyoming. The lease expires by its terms on April 1, 2019.

In October 2018 staff began working on a Request For Proposals to receive bids from any parties interested in being the Golf Pro at the golf course. During the process it was discussed that if the current Golf Pro (Gary Marsh) wasn't selected to run the pro shop then he would have to vacate the premises starting April 1, 2019 which is the opening day of golf season. Everything in the pro shop belongs to the lessee including all of the merchandise and display cases and the move could take a considerable amount of time. Instead of risking loss of revenue staff felt it would be appropriate to extend the lease with Gary Marsh, Inc. to November 1, 2019 which is the end of the golf season. This would allow time in the off-season to switch lessees if necessary.

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Jim Gerhart, Interim Parks Manager

Attachments
Resolution / Lease Agreement Amendment

AMENDMENT TO THE LEASE AGREEMENT

This Amendment to the Lease Agreement ("Amendment") is entered into on this _____ day of _____, 2018, 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. Gary Marsh, Inc., the "Lessee", whose address is P.O. Box 2792, Casper, Wyoming 82602.

Throughout this document, the Lessor and the Lessee may be collectively referred to as the "parties."

RECITALS

A. On March 5, 2013, the Lessor and Lessee entered into a Lease Agreement ("Lease") for the entire bottom floor of the City of Casper municipal golf course clubhouse located at 2120 Allendale Boulevard in Casper, Wyoming. The lease expires by its terms on April 1, 2019.

B. The Parties agree that it is mutually beneficial that the Lease Term be extended by seven (7) months to adjust the termination date to November 1, 2019, to better align this and future lease agreements with the end of the golfing season so new Lessees can use the winter months to prepare the leased facility for a golf course opening day of April 1st.

C. This Amendment reflects the good faith negotiations of the parties.

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. Section 28 is hereby added to the Lease as follows:

28. <u>EXTENSION OF LEASE TERM</u>

The Term of the Lease as set forth in Section 2 of the Lease is hereby extended for an additional seven (7) months, which extended Term shall expire on November 1,

2019. All references in the Lease to the "Term" shall be deemed to refer to the Term, as extended hereby.

3. RATIFICATION

The terms and conditions of the Lease, 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

Walter Trenkle

ATTEST

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

WITNESS

By: _____

Printed Name: _____

Title: _____

LESSEE
Gary Marsh, Inc.

By: Gary Marsh

Printed Name: GARY MARSH

Title: PRESIDENT

RESOLUTION NO. 18-268

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF CASPER AND GARY MARSH, INC.

WHEREAS, the City is the owner of the Casper Municipal Golf Course; and,

WHEREAS, Gary Marsh, Inc., currently holds a lease for the Golf Pro Shop that will expire on April 1, 2019; and,

WHEREAS, Gary Marsh, Inc., has agreed to the terms and conditions of an amendment to the lease agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a lease agreement amendment between the City of Casper and Gary Marsh, Inc., for the extension of the Golf Pro Lease, under the terms and conditions more specifically delineated in the agreement.

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Ray Pacheco
Mayor

December 13, 2018

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Resolution Adopting Customer Service Fees for the Public Services Department, Public Utilities Division

Meeting Type & Date
Regular Council Meeting
December 18, 2018

Action Type
Resolution

Recommendation
That Council, by resolution, adopt Customer Service Fees for the Public Services Department, Public Utilities Division.

Summary
Customer service fees associated with this resolution include physical water and sewer tap fees, water meter charges, water service line abandonment inspection fees, and building fire line and fire hydrant flow testing fees.

The Casper Board of Public Utilities (Board) established the existing fee schedule in 1986. Upon dissolution of the Board in 1991, the Casper City Council adopted the existing fee schedule under resolution 91-81.

The fees established in the existing schedule do not fully recover the actual costs of providing these services; rather, the ratepayer is subsidizing the cost of providing these services. The proposed fees are calculated based on actual employee hours and equipment costs required to perform the service. Physical water and sewer tap materials will be supplied by the contractor or individual requesting the service prior to the tap being made.

The CPU Advisory Board discussed these customer service fees at it November 28, 2018 meeting and recommended Council approval. Council discussed and conceptually approved these customer service fees at it December 11, 2018 Council Work Session.

Financial Considerations
None

Oversight/Project Responsibility
Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager

Attachments
Resolution

RESOLUTION NO. 18-269

A RESOLUTION ADOPTING CUSTOMER SERVICE FEES FOR THE CITY OF CASPER PUBLIC SERVICES DEPARTMENT, PUBLIC UTILITIES DIVISION.

WHEREAS, the City of Casper Board of Public Utilities developed a fee schedule and accompanying rules and regulations, which were kept in force after the dissolution of the Casper Board of Public Utilities in 1991, through Resolution No. 91-81; and,

WHEREAS, the City Council has the authority to, by resolution, set or amend fees intended to recover the actual costs associated with establishing, abandoning, and inspecting construction activities associated with water and sewer service connections for the Public Services Department, Public Utilities Division; and,

WHEREAS, the customer service fee schedule covers various fees associated with establishing, abandoning, and inspecting construction activities related to water and sewer service connections; and

WHEREAS, the City Council has determined that an increase in fees is necessary to recover actual costs associated with establishing, abandoning, and inspecting construction activities related to water and sewer service connections; and,

WHEREAS, it is the desire of the governing body of the City of Casper to rescind previous water and sewer connection customer fee schedules, and to establish a new fee schedule for the Public Services Department, Public Utilities Division.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That any previous water and sewer connection customer fee schedules are hereby rescinded, and that a new water and sewer connection customer fee schedule for the Public Services Department, Public Utilities Division is hereby adopted, effective January 1, 2019 as follows:

[The rest of this page is intentionally left blank]

City of Casper Physical Water Tap Fees

Water Main	Tap Size						
Size/Material	3/4"-1"	1-1/2"	2"	4"	6"	8"	12"
4" – 14" PVC Main	$276	$312	$315	$834	$846	$977	$1,107
16" – 20" PVC Main	$306	$371	$373	$887	$899	$1,031	$1,160
24" – 30" PVC Main	$306	$371	$373	$994	$1,006	$1,084	$1,214
4" – 14"CIP/DIP Main	$322	$382	$449	$940	$952	$1,084	$1,214
16" – 30" CIP/DIP Main	$351	$411	$478	$1,047	$1,059	$1,190	$1,320

Water Physical Tap Fees DO NOT Include: Permits, excavating, trenching, asphalt, service line or hot tap materials (all materials to be supplied by the customer). In non-contaminated areas, ¾" taps will require 1" poly pipe from the corp through the curbstop.

Water Service Line Abandonment: City of Casper water distribution crews must inspect water service line abandonments. Inspections must be scheduled 48 hours in advance and there will be a $160.00 fee. All service line abandonments must be performed by a licensed contractor.

City of Casper Physical Sewer Tap Fees

Main Size/Material	Tap Size	Cost
PVC Sewer Main (all sizes)	4" and 6"	$292
8"-12" Clay Tile	4" and 6"	$351
15" - 27" Clay Tile	4" and 6"	$409
Concrete Sewer Line - All taps into concrete sewer lines will need to be performed by a licensed contractor and core drilled.		

Sewer Physical Tap Fees DO NOT Include: Permits, excavating, trenching, asphalt, sewer service line or tapping saddle (all materials to be supplied by the customer).

Tap Scheduling: Tap fees must be paid in full prior to scheduling. A 48 hour notice will be required.

Safety: All traffic control must meet Manual on Uniform Traffic Control Devices (MUTCD) standards. All excavations must meet OSHA 29 CFR 1926 Subpart B – Excavation Standards. Failure to meet these safety practices will result in re-scheduling (48 hour notice) and a fee of $250.

City of Casper Water Meter Charges

Size	Cost
5/8" X ¾"	$235
1"	$345
1 ½"	$610
2"	$720

*Meters larger than 2" to be estimated individually.

City of Casper Fire Flow Test Fees

Fire Flow Type	Cost
4" to 8" Building Fire Line	$406
Single Fire Hydrant Flow Test	$379
Double Fire Hydrant Flow Test	$617

BE IT FURTHER RESOLVED, That all other charges and rules and regulations that were developed by the Casper Board of Public Utilities and kept in force after the dissolution of the Casper Board of Public Utilities through Resolution No. 91-81, shall remain in full force and effect.

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Ray Pacheco
Mayor

November 29, 2018

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Authorizing a Contract for Outside-City Water Service with John E. and Karen L. Woods

Meeting Type & Date
Regular Council Meeting
December 18, 2018

Action type
Resolution

Recommendation
That Council, by resolution, authorize a Contract for Outside-City Water Service with John E. and Karen L. Woods.

Summary
This contract provides Outside-City water service for a parcel of land located west of Casper on Highway 220. The property is on the south side of the highway and just east of Webb Creek Road. The property will obtain water service by tying into the 16" water main located on the south side of Highway 220.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary. The Public Utilities Advisory Board conceptually approved the contract at its November 28, 2018 meeting and has recommended Council approval.

Financial Considerations
No financial considerations

Oversight/Project Responsibility
Bruce Martin, Public Utilities Manager

Attachments
Resolution
Agreement
Commitment to Annex

CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this _____ day of _____, 2018, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and John E. and Karen L. Woods, 7418 Highway 220 #1, Casper, Wyoming 82604; hereinafter referred to as "Owner."

RECITALS

A. Owner is the owner of certain land as described in Exhibit "A" being a portion of the SE1/4NE1/4 and NE1/4SE1/4, Section 28, Township 33N, Range 80W of the 6th P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,

B. Owner desires to obtain water service from City for such property as described in Exhibit "A"; and,

C. Owner can connect by a service line into the 16-inch water main located along Highway 220; and,

D. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. Service

   a. The property served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.

   b. Owner shall be allotted one (1), ¾" water service connection and meter to the property shown on Exhibit "A." No other properties may be served from this connection.

   c. The Owner shall install one water service line from the building to be served to the curb box or meter pit at the property line at the Owner's sole cost and expense. The water service line curb box or meter pit shall be installed approximately ten (10) feet from the transmission line.

   d. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.

b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

3. Charges for Service

a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines.

b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.

c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

4. Regulation

a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.

b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.

c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper

relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.

b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in

every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

8. Future Improvements

a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements in this area at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.

b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.

c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.

d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

9. Discontinuance of Utility Services/Remedies

a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.

b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.

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

c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

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

h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.

i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info John and Karen Woods 7418 State Highway 220 #1 Casper, Wyoming 82604	City of Casper Attn: Public Services Director 200 North David Casper, WY 82601

j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

_____

ATTEST:

_____
Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation:

_____
Ray Pacheco
Mayor

OWNERS:
John E. and Karen L. Woods
7418 State Highway 220
Casper, Wyoming 82604

_____
John E. Woods

_____
Karen L. Woods

The undersigned mortgagee for John E. and Karen L. Woods hereby agrees to, consents, and ratifies this agreement.

_____
Date

N/A
_____
MORTGAGEE

By: _____

Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 6 day of Dec, 2018, by John E. Woods.

(seal)

NOTARY PUBLIC
B COYLE
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires January 8, 2022

B Coyle
NOTARY PUBLIC

My commission expires: Jan. 8 2022

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 6th day of Dec, 2018, by Karen L. Woods.

(seal)

NOTARY PUBLIC
B COYLE
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires January 8, 2022

B Coyle
NOTARY PUBLIC

My commission expires: Jan. 8, 2022

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ of _____ the Mortgagee.

(seal) _____
NOTARY PUBLIC

My commission expires: _____

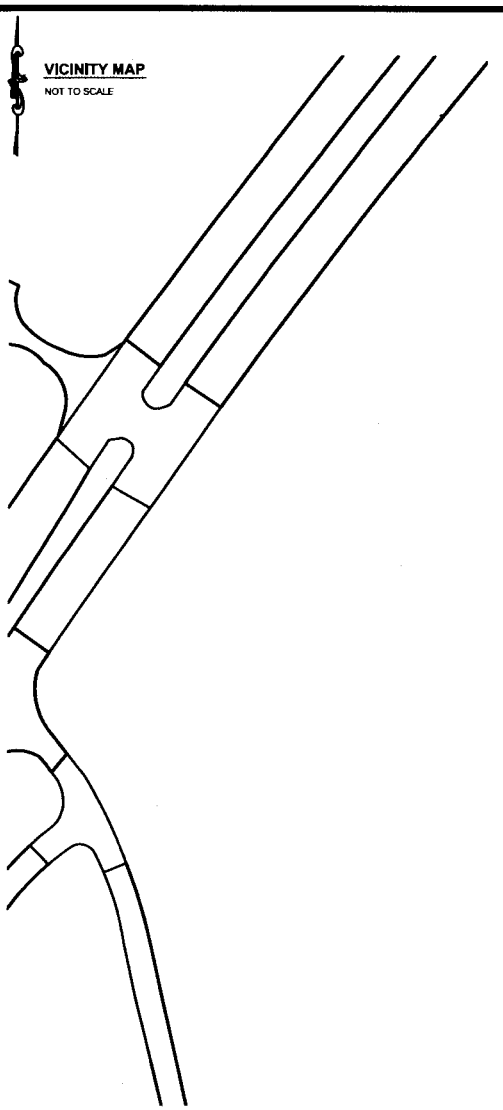
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

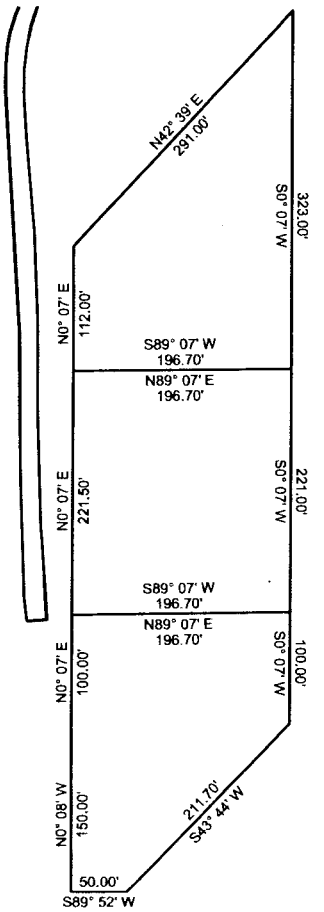
This instrument was acknowledged before me this _____ day of _____, 2018, by Ray Pacheco as the Mayor of City of Casper, Wyoming, a Wyoming municipal corporation.

(seal) _____
NOTARY PUBLIC

My commission expires: _____

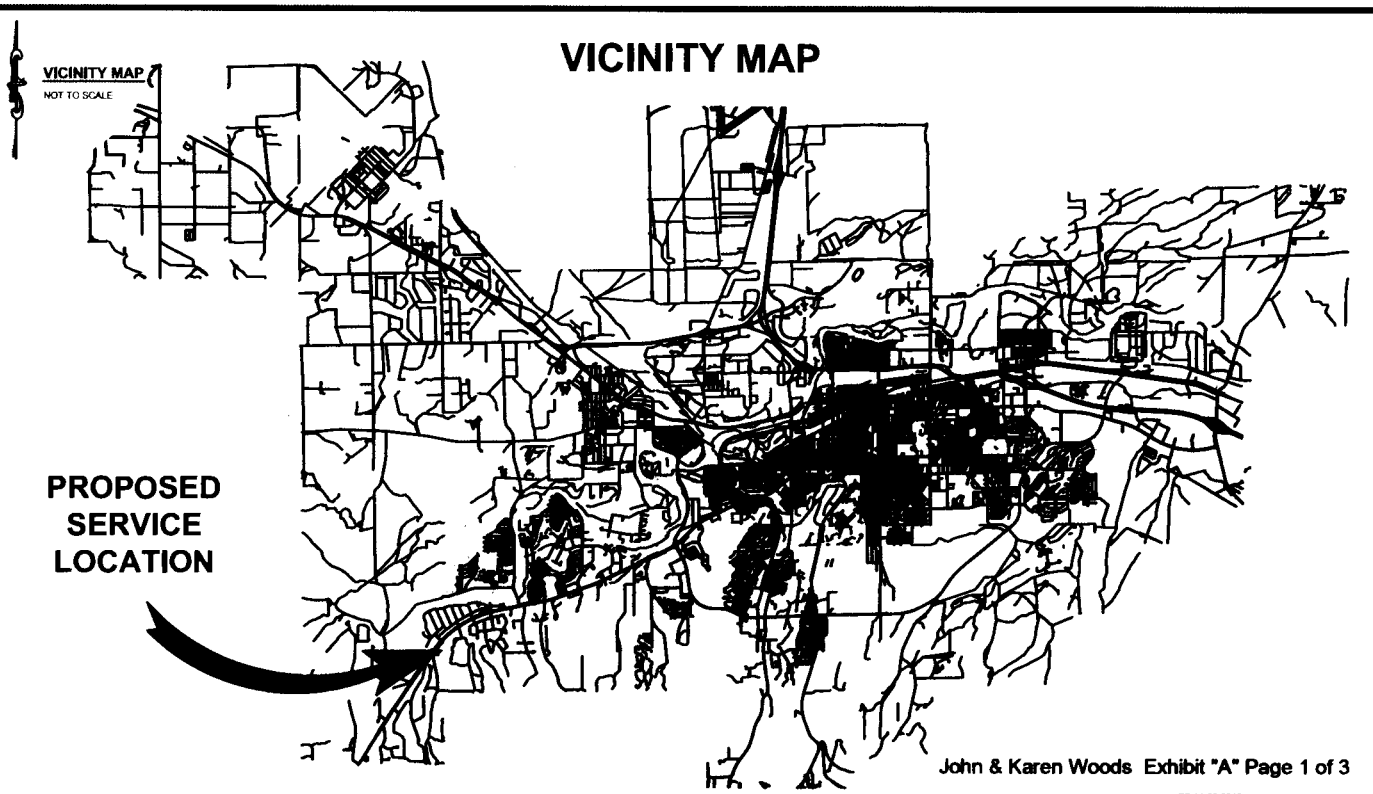
LOCATION MAP
EXHIBIT "A"





JOHN & KAREN WOODS
7418 HWY 220
PARCEL #1 & #2
SE¼ NE¼ & NE¼ SE¼,
SECTION 28, T33N R80W
OF THE 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

VICINITY MAP



John & Karen Woods Exhibit "A" Page 1 of 3

TZ-11-08-2018

EXHIBIT "A"

JOHN E. AND KAREN L. WOODS
7418 HIGHWAY 220 #1
CASPER, WY 82604-09229

TWO PARCELS BEING PORTIONS OF THE SE¼NE¼ AND THE NE¼SE¼, SECTION 28, TOWNSHIP 33 NORTH, RANGE 80 WEST OF THE 6TH. PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1

BEGINNING AT THE NORTHEAST CORNER OF SAID NE¼SE¼, SECTION 28; THENCE S. 43° 44' W., 211.7 FEET TO A POINT; THENCE S. 89° 52' W., 50.0 FEET TO A POINT AND SOUTHWEST CORNER OF SAID PARCEL; THENCE N. 0° 08' W., 150.00 FEET TO A POINT IN THE LINE COMMON TO SAID NE¼SE¼ AND SE¼NE¼, SECTION 28; THENCE N. 0° 07' E., 100.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND SOUTHWEST CORNER OF THE ORIGINAL CLAAR 1.00 ACRE TRACT; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT AND NORTHERLY LINE OF THE PARCEL BEING DESCRIBED N. 89° 07' E., 196.7 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL AND SE¼NE¼, SECTION 28, S. 0° 07' W., 100.00 FEET TO THE POINT OF BEGINNING, AND PARCEL NO. 2.

PARCEL NO. 2

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID SE¼NE¼, SECTION 28, LOCATED AT N. 0° 07' E., 321.5 FEET FROM THE SOUTHEASTERLY CORNER THEREOF AND ALSO BEING THE NORTHEAST CORNER OF THE ORIGINAL CLAAR 1.00 ACRE TRACT; THENCE FROM SAID POINT AND ALONG THE SOUTHERLY LINE OF THE PARCEL BEING DESCRIBED AND THE NORTHERLY LINE OF SAID CLAAR TRACT, S. 89° 07' W., 196.7 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, N. 0° 07' E., 112.00 FEET TO A POINT; THENCE N. 42° 39' E., 291.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL AND A POINT IN THE EASTERLY LINE OF SAID SE¼NE¼, SECTION 28; THENCE ALONG THE EASTERLY LINE THEREOF, S. 0° 07' W., 323.00 FEET TO THE POINT OF BEGINNING.

A TRACT IN SE¼NE¼ OF SECTION 28, T. 33N., R.80W. OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS LOCATED N. 0° 07' E., 100.00 FEET DISTANT FROM THE SOUTHEAST CORNER OF SAID SE¼NE¼, SECTION 28; THENCE FROM SAID POINT OF BEGINNING S. 89° 08' W., 196.7 FEET TO A POINT; THENCE N. 0° 07' E., 221.5

FEET TO A POINT; THENCE N. 89° 08' E., 196.7 FEET TO A POINT; THENCE S. 0° 07' W., 221.5 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.00 ACRES, MORE OR LESS.

COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)

We, John E. Woods and Karen L. Woods, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

JOHN E. WOODS AND KAREN L. WOODS
7418 STATE HIGHWAY 220
CASPER, WYOMING, NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A"

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs, successors, and assigns forever.

Dec 6, 2018
Date

John E Woods
John E. Woods
OWNER/TRUSTEE

Dec 6, 2018
Date

Karen L Woods
Karen L. Woods
OWNER/TRUSTEE

Date

N/A
MORTGAGEE

By:

Name:

Title:

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

NOTARY PUBLIC
B COYLE
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires January 8, 2022

This instrument was acknowledged before me this 6th day of December, 2018, by John E. Woods.

(seal) B Coyle
NOTARY PUBLIC

My commission expires: January 8, 2022

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

NOTARY PUBLIC
B COYLE
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires January 8, 2022

This instrument was acknowledged before me this 6th day of December, 2018, by Karen L. Woods.

(seal) B Coyle
NOTARY PUBLIC

My commission expires: January 8, 2022

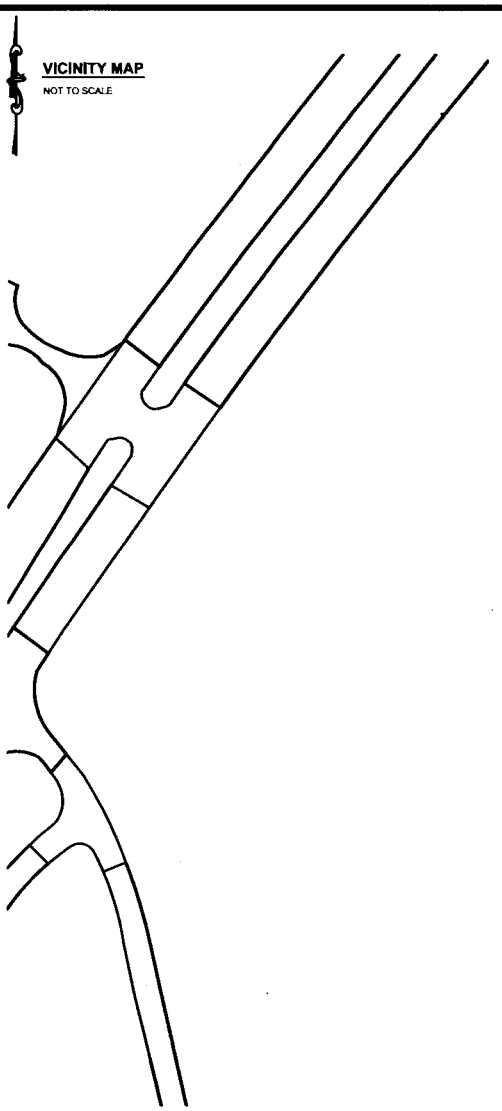
STATE OF _____)
) ss.
COUNTY OF _____)

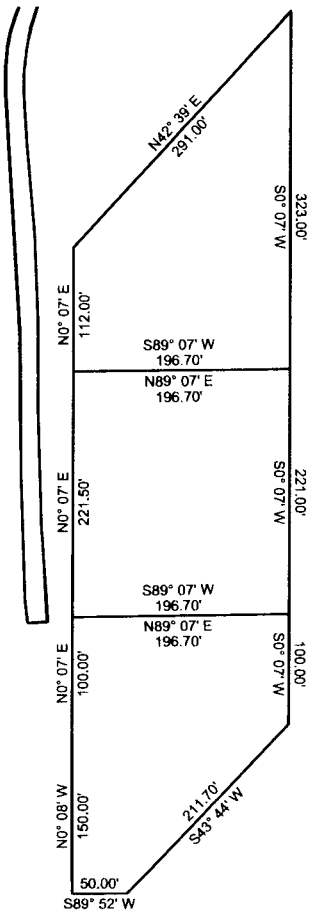
This instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of _____, MORTGAGEE.

(seal) _____
NOTARY PUBLIC

My commission expires: _____

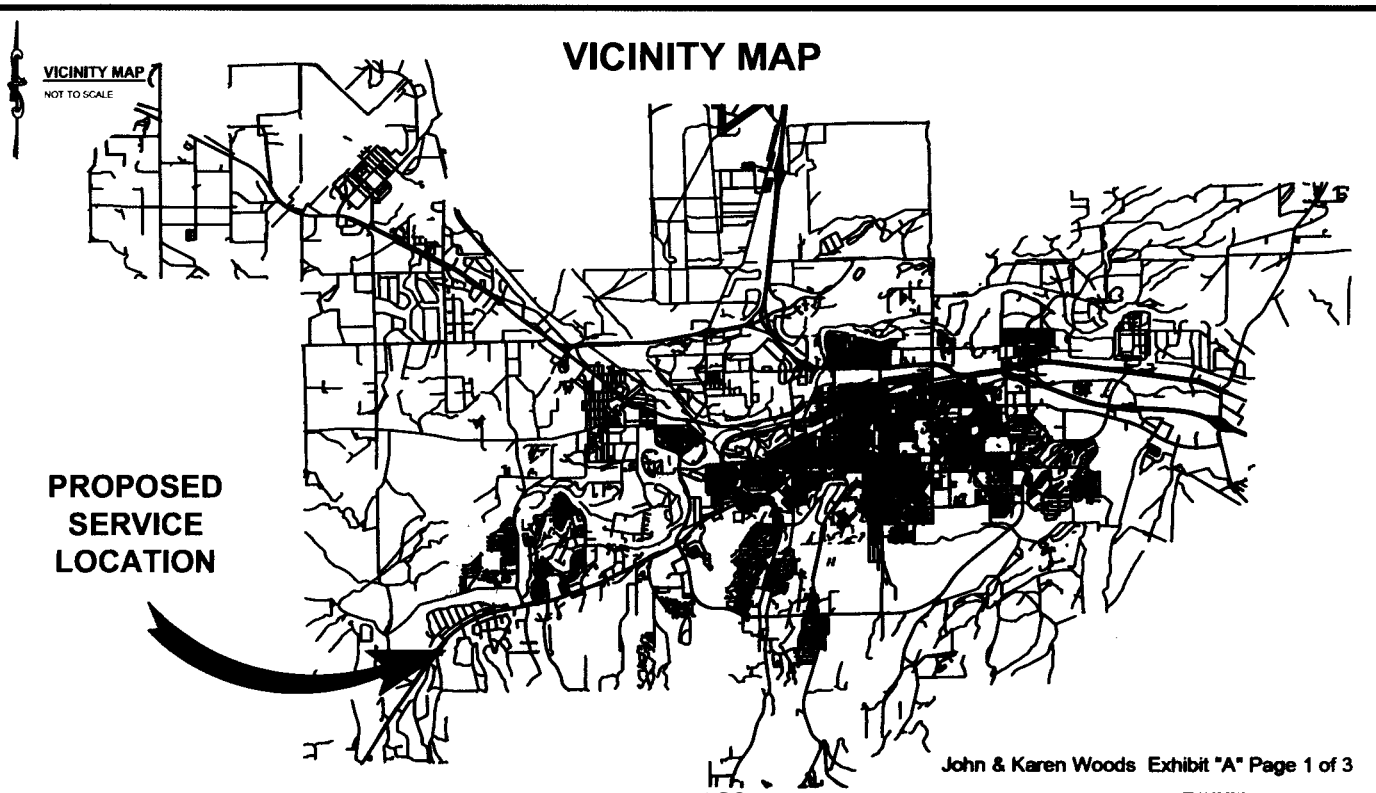
LOCATION MAP
EXHIBIT "A"





JOHN & KAREN WOODS
7418 HWY 220
PARCEL #1 & #2
SE¼ NE¼ & NE¼ SE¼,
SECTION 28, T33N R80W
OF THE 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

VICINITY MAP



John & Karen Woods Exhibit "A" Page 1 of 3

TZ-11-08-2018

EXHIBIT "A"

JOHN E. AND KAREN L. WOODS
7418 HIGHWAY 220 #1
CASPER, WY 82604-09229

TWO PARCELS BEING PORTIONS OF THE SE¼NE¼ AND THE NE¼SE¼, SECTION 28, TOWNSHIP 33 NORTH, RANGE 80 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1

BEGINNING AT THE NORTHEAST CORNER OF SAID NE¼SE¼, SECTION 28; THENCE S. 43° 44' W., 211.7 FEET TO A POINT; THENCE S. 89° 52' W., 50.0 FEET TO A POINT AND SOUTHWEST CORNER OF SAID PARCEL; THENCE N. 0° 08' W., 150.00 FEET TO A POINT IN THE LINE COMMON TO SAID NE¼SE¼ AND SE¼NE¼, SECTION 28; THENCE N. 0° 07' E., 100.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND SOUTHWEST CORNER OF THE ORIGINAL CLAAR 1.00 ACRE TRACT; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT AND NORTHERLY LINE OF THE PARCEL BEING DESCRIBED N. 89° 07' E., 196.7 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL AND SE¼NE¼, SECTION 28, S. 0° 07' W., 100.00 FEET TO THE POINT OF BEGINNING, AND PARCEL NO. 2.

PARCEL NO. 2

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID SE¼NE¼, SECTION 28, LOCATED AT N. 0° 07' E., 321.5 FEET FROM THE SOUTHEASTERLY CORNER THEREOF AND ALSO BEING THE NORTHEAST CORNER OF THE ORIGINAL CLAAR 1.00 ACRE TRACT; THENCE FROM SAID POINT AND ALONG THE SOUTHERLY LINE OF THE PARCEL BEING DESCRIBED AND THE NORTHERLY LINE OF SAID CLAAR TRACT, S. 89° 07' W., 196.7 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, N. 0° 07' E., 112.00 FEET TO A POINT; THENCE N. 42° 39' E., 291.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL AND A POINT IN THE EASTERLY LINE OF SAID SE¼NE¼, SECTION 28; THENCE ALONG THE EASTERLY LINE THEREOF, S. 0° 07' W., 323.00 FEET TO THE POINT OF BEGINNING.

A TRACT IN SE¼NE¼ OF SECTION 28, T. 33N., R.80W. OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS LOCATED N. 0° 07' E., 100.00 FEET DISTANT FROM THE SOUTHEAST CORNER OF SAID SE¼NE¼, SECTION 28; THENCE FROM SAID POINT OF BEGINNING S. 89° 08' W., 196.7 FEET TO A POINT; THENCE N. 0° 07' E., 221.5

FEET TO A POINT; THENCE N. 89° 08' E., 196.7 FEET TO A POINT; THENCE S. 0° 07' W., 221.5 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.00 ACRES, MORE OR LESS.

RESOLUTION NO. 18-270

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER SERVICE WITH JOHN E. AND KAREN L. WOODS.

WHEREAS, John E. and Karen L. Woods have requested outside-City water service from the City of Casper; and,

WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Outside-City Water Service with John E. and Karen L. Woods, 7418 State Highway 220 #1, Casper, Wyoming 82604.

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

APPROVED AS TO FORM:

Walter Trembath

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

November 27, 2018

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Liz Becher, Community Development Director LB

SUBJECT: Authorizing the Mayor to sign the FY18 Casper Historic Preservation Commission Annual Report.

Meeting Type & Date:
Regular Council Meeting, December 18, 2018.

Action Type:
Resolution.

Recommendation: That Council, by resolution, authorize the Mayor to sign the FY18 Casper Historic Preservation Commission Annual Report.

Summary: The Wyoming State Historic Preservation Office, in conjunction with the National Park Service, requires that all Certified Local Governments meet several annual requirements. The City of Casper, through the Casper Historic Preservation Commission, is the Certified Local Government (CLG) for this community. These annual requirements consist of public meetings, evaluation requirements, training requirements, and an annual report. The annual report communicates evaluation criteria including compliance with Wyoming State Statutes, accomplishments, and challenges faced by the CLG. The annual report also includes a complete list of Commission members, meeting minutes, and a written narrative.

A resolution authorizing the Mayor to sign the Annual Report has been prepared for Council's consideration.

Financial Considerations
Not applicable

Oversight/Project Responsibility: Craig Collins, City Planner, is tasked with the oversight of the Casper Historic Preservation Program.

Attachments:
Resolution
CLG Annual Report

CLG Annual Report FY18

Annual reports must be postmarked by **December 31, 2018**. This report covers CLG commission/board activities from the federal fiscal year **October 1, 2017 to September 30, 2018**. All fields and supporting documentation are required unless otherwise indicated.

CLG INFORMATION

Name of CLG:	City of Casper	
Commission/Board:	Casper Historic Preservation Commission	
	Report Preparer	**Board/Commission Chair***
Name:	Craig Collins, AICP	Connie Thompson
Title:	City Planner	Commission Chair
Phone:	307-235-8241	307-235-8241
Mailing Address:	200 N David St	200 N David St
City, State, Zip:	82601	82601
Email:	ccollins@casperwy.gov	renegade6224@gmail.com
	CLG Staff or Contact*	**Chief Elected Official**
Name:	Craig Collins, AICP	Ray Pacheco
Title:	City Planner	Mayor
Phone:	307-235-8241	307-235-8224
Mailing Address:	200 N David St	200 N David St
City, State, Zip:	82601	82601
Email:	ccollins@casperwy.gov	rpacheco@casperwy.gov

*This contact information will be published on the SHPO website for Section 106 purposes.

I verify that the information given in this annual report and supporting documentation is true and accurate to the best of my knowledge.

Report Preparer Signature & Date

Board/Commission Chair Signature & Date

CLG Staff/Contact Signature & Date

Chief Elected Official Signature & Date

EVALUATION QUESTIONS

1. Are meetings held in accordance with the Wyoming Open Meetings Law (*Wyoming Statutes §16-4-401*)? ☑Yes ☐No
2. Are meeting minutes provided to the local government? ☑Yes ☐No
3. Has the board/commission received funding from sources other than a CLG grant? ☑Yes ☐No
4. Did the CLG commission support or pursue listing properties in the National Register of Historic Places? ☐Yes ☑No
5. Did CLG commission review and comment on nominations to the National Register of Historic Places? ☐Yes ☑No ☐N/A
6. Did the commission provide a reasonable opportunity for public comment on National Register nominations? ☐Yes ☐No ☑N/A
7. Does the local government provide the commission with at least a minimum of part time, paid staff assistance? ☑Yes ☐No
8. Has the local government provided the commission any of the following? (check all that apply) ☑Yes ☐No
   ☑ operational funding ☑ staff support or assistance
   ☑ meeting space ☑ use of their supplies or equipment
9. During the fiscal year being reported, has the commission conducted or supported additional surveys of cultural resources located within their jurisdiction? ☐Yes ☑No
10. During the fiscal year being reported, has the commission advised government officials on historic preservation issues? ☑Yes ☐No
11. Does the CLG commission maintain an organized compilation of information on properties that have been surveyed and evaluated within their jurisdiction? ☑Yes ☐No
12. Did the CLG or its commission take steps to protect properties significant to local residents through local designation? ☐Yes ☑No
13. Did the CLG or its commission take any steps intended to protect resources identified in a survey? ☐Yes ☑No
14. Did the CLG or its commission take any steps to incorporate historic preservation concepts into local planning initiatives? ☑Yes ☐No
15. Has the CLG or its commission taken steps toward enacting any local ordinances or resolutions that enhance preservation within the jurisdiction of the local government? ☐Yes ☑No
16. Has the CLG enforced appropriate local legislation for the designation and protection of historic properties? ☐Yes ☑No

17. Does the CLG commission follow a local preservation plan? ☑ Yes ☑ No
18. Did the CLG commission sponsor or provide educational opportunities for the public? ☑ Yes ☐ No
19. Has the CLG commission reviewed its ordinance and bylaws during the fiscal year? ☑ Yes ☐ No
20. Did the commission apply for a CLG grant for FY18? ☑ Yes ☐ No

SUPPORTING DOCUMENTATION CHECKLIST

1. A current list of all board/commission members that includes their phone numbers, mailing addresses, and email addresses (if applicable).

   ☐ Attached ☑ Emailed on 12/7/18

2. A certified copy of the local government's annual audit.

   ☐ Attached ☑ Not Attached. Explanation:

   Emailed on 12/7/18

3. A signature page for any newly appointed board/commission members, if applicable.

   ☐ Attached ☑ No new members

4. A Commission Member Profile for any newly appointed members, if applicable.

   ☑ Attached ☐ No new members

5. Copies of meeting minutes.

   ☐ Attached ☑ Emailed Previously Emailed

   Please check the months for which minutes have been provided:

☑	☑	☑	☑	☑	☑	☑	☑	☑	☐	☑	☑
Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
17	17	17	18	18	18	18	18	18	18	18	18

6. Documentation of any training attended that was not sponsored by SHPO.

   ☐ Attached ☑ Not applicable

NARRATIVE

Please attach additional pages to answer the following questions:

- ☑ What was your commission's greatest accomplishment during the fiscal year?
- ☑ What was your commission's biggest challenge during the fiscal year?
- ☑ How can SHPO better serve your commission?

Casper CLG Annual Report FY18
NARRATIVE

What was your commission's greatest accomplishment during the fiscal year?

Fiscal Year 2018 was a busy year for the Commission, with much of their time and efforts centered on the Strategic Planning process that is currently underway. By far, the most fruitful accomplishment has been in fostering public interest and involvement through public engagement. Social media has been an extremely useful tool, and the Commission has worked hard to provide interesting, relevant information to the public via Facebook and Instagram. Over the last year, the Commission attended two community "Art Walk" events in the downtown, setting up displays and refreshments at the Turner-Cottman building, and at Art321 which attracted interest from hundreds of participants. During those Art Walks, Commissioners used the face-to-face opportunity with the citizens of Casper to extract as much information as possible, using formal surveys to obtain input that will ultimately be used to formulate the Strategic Plan. The survey is still open and available on the City's website until February of 2019, and the number of responses have, thus far, been impressive. It is apparent that the community cares about preserving its history.

Several Commissioners participated in multiple City Council public hearings to ensure that the Council took into account the public's overwhelming desire to preserve its historic resources. The Commissioners' input was instrumental in the Council's decision to rehabilitate several historic downtown structures as opposed to razing them. Their efforts were noticed, and the newspaper reported on the controversy. At the direction of City Council, as well as City staff, the Commission is also providing two of its members to serve on the City's recently-created Wayfinding Committee, the purpose of which is to do a better job of drawing attention to, and capitalizing on, community assets, including its historic tourism opportunities.

Over the last year, the Commission has done several press releases, as well as television and radio spotlights. As a part of the public input process for the Strategic Plan, the Commission held a listening session at the Casper Senior Center, and was also asked to speak at this year's realtor/appraiser training last February. In recognition of the support that the Commission has provided in the ongoing redevelopment efforts of the downtown, the Commission received the prestigious "Good Neighbor Award" at the annual Old Yellowstone District (OYD) "Oscars" award ceremony this year.

Although the timing of the event itself is outside of the official reporting period (November of 2018), it is worth mentioning that the Commission spent many weekends leading up to the event, as well as their own money and resources, preparing a float for the annual Christmas Parade. The float celebrated Casper's history by including detailed cutouts of many of the community's iconic historic structures. The float, also, somberly noted that many historic structures have already been lost forever by encircling the perimeter of the float with the names of the razed buildings. During the parade, the Commissioners walked the entire route while displaying their "Historic Casper Matters" tee shirts and name tags, and handed out informational cards to the public, urging people to complete the online Historic Preservation survey.

Casper is blessed with an energetic and creative Historic Preservation Commission. The members are not satisfied to sit around just reminiscing about the old days, but are instead, inserting themselves into the fabric of the community to champion their cause with passion. The excitement and interest that is being generated as a result of their efforts will pay dividends well into the future.

What was your commission's biggest challenge during the fiscal year?

Although historic preservation comes with many challenges, limited resources was, by far, the biggest challenge facing the Commission over the past year. In the fall of 2016 the Commission came under the purview of the City's Planning Division as a result of the retirement of its long-time coordinator, Peggy Brooker. Although the Historic Preservation Commission and the Planning Division are a natural fit, sharing many of the same goals and objectives for the community, the City of Casper in general, and the Community Development Department particularly, have been hit hard by downsizing and budget cutbacks brought about by the downturn in the economy. This has negatively affected not just the available time that staff has to devote to Historic Preservation, and has limited funds that are available for training, but has also, unfortunately, stressed available funding for basic resources that were once taken for granted, such as office supplies. The Commissioners have not only stepped up to take on more of the workload as a result, but have also provided their own money in some instances, to ensure that the work of the Commission moves forward.

How can SHPO better serve your commission?

SHPO's support and expertise is invaluable, and the Commission, as well as City staff, can't say enough good things to do SHPO justice. Communication, particularly, has been exceptional. One area that would be of assistance to the Commission is if more robust mapping/GIS resources were available. The Commission has been struggling with adding some basic information to the City's GIS-based GEOSMART platform, such as the locations of designated structures/places, simple boundaries of historic districts, etc. This level of information should be easily available to community members, and thus far, the Commission has been unable to provide this basic service.

RESOLUTION NO.18-271

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

WHEREAS, the Wyoming State Historic Preservation Office requires all Historic Preservation Commissions and their Certified Local Governments to submit an annual report; and,

WHEREAS, the Wyoming State Historic Preservation Office requires that the Mayor of a Historic Preservation Commission's Certified Local Government sign the annual report before December 31st every year; and,

WHEREAS, the required annual report communicates the accomplishments, the makeup/membership, training completed, meeting minutes, and the challenges of the Casper Historic Preservation Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized, and directed to sign the Certified Local Government Annual Report for Fiscal Year 2018.

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

APPROVED AS TO FORM:

Walter Trenk

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

December 11, 2018

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

FROM: John Henley, City Attorney JH

SUBJECT: Contract for Professional Services with Ochs Law Firm, P.C. for Legal Services – Opioid Multi-District Litigation (MDL) Claims

Meeting Type & Date:
Regular Council Meeting
December 18, 2018

Action Type
Resolution

Recommendation
That Council, by resolution, approve a Contract for Professional Services with Ochs Law Firm, P.C. to represent the City of Casper, Wyoming. The representation is to permit Casper to participate in and pursue damages in the MDL Opioid litigation

Summary
Multi-district litigation in the federal court system has been filed against multiple pharmaceutical companies and distributors on behalf of over 850 cities and counties in the United States.

The prospective law firm is Ochs Law Firm, a Wyoming law firm formerly of Casper, but now based out of Jackson Hole, Wyoming. Ochs Law Firm, in addition, has made arrangements with other national counsel, two of whom have been appointed as the multi-district litigation's national liaison counsel.

The proposed terms of the contingency fee agreement mandate that the City of Casper will not be responsible for paying fees or cost, unless there is a recovery. Also, the amount of the fees is substantially less than in the usual contingency fee agreement; compensation is 20% of the gross recovery and there is a cap on the costs of 15% of the gross recovery. Therefore, to the extent there is recovery, the City will receive cover at a minimum 65% of the gross recovery.

The Ochs Law Firm has already filed a complaint on behalf of Carbon County, Wyoming. It also represents other out-of-state municipalities and/or counties.

We are recommending a contract with the Ochs Law Firm to perform this work because the law firm has experience in this type of work, it is a Wyoming law firm, the firm is well regarded in the legal community, and the firm has associated with other attorneys who are in the lead counsel group, which will be among those most responsible for pursuing the multi-district, national

litigation. In addition, the reasonable limitations upon fees and costs, which shall accrue in the event of a successful recovery, either by settlements or trial, are additional reasons to retain Ochs Law Firm, P.C.

Financial Considerations
The law firm has agreed to represent Casper pursuant to a contingency fee contact, which will guarantee that for any recovery on behalf of the City, that the City will receive, at a minimum, 65% of those recoveries.

Oversight/Project Responsibility
John Henley

Attachments
Resolution
Contract for Professional Legal Services

OCHS LAW FIRM

TRIAL LAWYERS

LEGAL SERVICES AGREEMENT

RE: Civil suit against those parties legally responsible for the wrongful distribution of prescription opiates and the deleterious effects it has had on the City of Casper for which such parties have collectively been fined and paid over $200 million in civil penalties.

The City of Casper (hereinafter "CLIENT") hereby retains outside counsel, pursuant to the Rules of Professional Responsibility on a contingent fee basis, to pursue ***all*** civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing the City of Casper including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby. Jason E. Ochs, of the Ochs Law Firm, shall serve as CO-LEAD COUNSEL together with Steven J. Skikos and Mark Crawford of Skikos Crawford (whom are appointed as Opioid MDL National Liaison Counsel).

In consideration, CLIENT agrees to pay **twenty percent (20%)** of the total recovery (gross) as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the lawyer(s), the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery. **There is no fee if there is no recovery.**

This fee applies to any sums, benefit or value obtained on your behalf, whether monetary or non-monetary, including equitable remedies including abatement, and whether recovered by award, judgment, settlement, bankruptcy proceedings, government-imposed reparations proceedings, regulatory relief/settlement, non-monetary remedial benefit provided by defendants or otherwise. Gross recovery is the value, at the time of settlement or collection (whichever confers the greater value), of any sums, benefit or value obtained on your behalf, as set out above. The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys' fees, Attorneys shall receive the "greater of' the gross recovery-based contingent fee" or the attorneys' fees awarded.

The law firms agree to advance all necessary litigation expenses necessary to prosecute these claims, and the CLIENT shall have no obligation to advance any costs or to make any financial contribution to the lawsuit while the litigation is pending. All such litigation

expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery and LEAD COUNSEL further agrees to limit case costs to *no more than fifteen percent (15%)*; thereby providing a net recovery of a minimum of sixty-five percent (65%) to CLIENT in the event of a successful resolution.**

Funds that are recovered on behalf of CLIENT shall flow through the CLIENT and may be expended on education, law enforcement and jails, healthcare, or in any other way that the CLIENT deems appropriate.

CO-LEAD COUNSEL shall act as a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT and the Rule of Professional Conduct I .4. The CLIENT at all times shall retain the authority to decide the disposition of the case and maintain absolute control of the litigation in accordance with the Rules of Professional Conduct 1.2.

Upon conclusion of this matter, CO-LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination as required by Rule 1.5(c) of the Rules of Professional Conduct. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as contemplated by Rule 1.5(e)(2) of the Wyoming Rules of Professional Conduct.

Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED this _____ day of _____, 2018.

By: _____

Approved:

By: _____
Co-Lead Counsel
Jason E. Ochs
Ochs Law Firm, PC

690 US 89, Ste. 200
PO Box 10944
Jackson, WY 83001
307-739-3959
jason@ochslawfirm.com

APPROVAL AS TO FORM

I have reviewed the attached *Contract between the City of Casper and Ochs Law Firm* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: 12/12/18

John Henley
City Attorney

RESOLUTION NO. 18-272

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH OCHS LAW FIRM, P.C.

WHEREAS, it is in the best interest of the City of Casper to seek recovery for damages due to what has been described as a national opioid epidemic; and,

WHEREAS, the Federal Courts have established a multi-district litigation mechanism to facilitate the claims of cities, counties and others who have suffered damages caused by the conduct of those who benefited from the national opioid epidemic; and,

WHEREAS, to participate in the multi-district litigation requires professional legal services to represent the City; and,

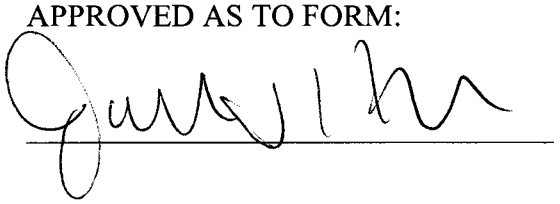
WHEREAS, Ochs Law Firm, P.C. represents that it is ready, willing, and able to provide the professional services to City as required by the Contract; and,

WHEREAS, the City desires to retain Ochs Law Firm, P.C. for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City and Ochs Law Firm, P.C.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING,
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

November 29, 2018

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Tim Cortez, Parks and Recreation Director
Christopher Smith, Ski Area Superintendent

SUBJECT: Authorizing an Agreement with Casper Mountain Racers (CMR) for the Operation of Alpine Race Training and Race Events at Hogadon Basin Ski Area.

Meeting Type & Date
Regular Council Meeting
December 18, 2018

Action type
Resolution

Recommendation
That Council, by resolution, authorizes a lease agreement between the City of Casper and Casper Mountain Racers (CMR), for the operation of alpine race training and race events at Hogadon Basin Ski Area.

Summary
The Casper Mountain Racers are one of the first user groups to be established at Hogadon Basin in the 1950's. They are a club organization directly affiliated with the United States Ski & Snowboard Association. Their goal is to bring club, high school and amateur youth race training and events to Hogadon Basin Ski Area. This service is for any skiers and guests that have a desire to race and/or train in the disciplines of alpine racing.

Financial Considerations
The lease would be $1500 annually to the City for rent of the old administration building.
If there is late or early alpine training requested, fees of $323.00 per hour are paid to the City.

Oversight/Project Responsibility
Tim Cortez, Parks and Recreation Director
Christopher Smith, Ski Area Superintendent

Attachments
Resolution
Lease Agreement

LEASE AGREEMENT

THIS LEASE entered into this _____ day of _____, 2018, between the City of Casper, Wyoming, a Municipal Corporation, referred to as "City," and Casper Mountain Racers, Casper, Wyoming, hereinafter referred to as "CMR". This Lease supersedes and replaces all previous agreements between the parties.

1. CITY AND CMR RESPONSIBILITY RELATIONSHIP:

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

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

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

2. LEASED PREMISES:

A. On the conditions described herein, City does hereby agree to lease to CMR and CMR does hereby agree to lease from City for the term hereinafter provided nine hundred and sixty two (962) square feet on the upper floor, one hundred sixty eight (168) square feet of Ski Storage, three hundred ninety (390) square feet on the lower floor including a restroom, and three hundred twelve (312) square feet of upper deck and three hundred twelve (312) square feet of lower deck all included at the Administration Building at Hogadon Basin Ski Area for CMR, as depicted in Exhibit "A".

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

3. LEASE TERM:

The term of this lease shall be for a period of five (5) years commencing on October 16, 2018 to and including the 16th day of October, 2023.

4. UTILITIES/RENT:

A. CMR shall pay to City during each of the 2018-2023 seasons, the sum of One Thousand Five Hundred Dollars ($1500.00) per year for five (5) years (October 2018 through October 2023), payable on the first of October, annually.

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

5. COACHES AND PERSONNEL:

A. CMR coaches and assistants shall be identified by CMR passes and uniforms as determined by the CMR Program Director(s). CMR shall maintain a current file of the names, addresses, and telephone numbers of all coaches and athletes at the CMR facility, and provide Ski Area Management and Casper Mountain Ski Patrol names; and contact information of all CMR members and Guardians.

B. CMR represents that it has, or will, secure all coaches, personnel, and equipment required in furtherance of its alpine ski racing program.

C. All coaches and personnel of CMR must have a current background check to provide services at Hogadon Basin Ski Area. The background check process will be the responsibility of CMR performed through USSA Ski and Snowboard Association. CMR must provide proof of checks to Ski Area Management by demonstrating each qualified individual possesses a valid USSA license.
Additional non-coaching volunteers will need to obtain multi-state, county wide in all counties lived in during past seven years, and National Sex Offender Registry background checks for all employees and volunteers who work with children 18 years of age and younger upon hire and every three years thereafter.

6. SEASON PASSES:

CMR will provide a list of all coaches to Ski Area Management prior to the start of each ski season. All City of Casper issued Hogadon Basin season passes are valid contingent on an individual's good standing with all of Hogadon Basin's affiliated service and user groups. Pass holders agree to conform to all ski area rules and regulations in order to

maintain a valid Hogadon Basin season pass. Pass holder's ski pass will be immediately revoked upon pass holder's termination from employment, failure to meet job responsibilities, violations of skier responsibility code, or terrain park rules. Upon termination, or any aforementioned violations, the pass holder agrees to immediately return revoked ski pass to Hogadon Basin Ski Area Management.

7. TRAINING AND RACING:

A. All CMR training sessions must be cleared with Ski Area Management for time and hill/slope location. Race course setting or placement of safety equipment may begin at 8:00am with lift privileges starting at 8:30am with advanced scheduling,

B. CMR training times will be 8:30am through 11:30am, any extension or deviation from these times will need prior approval by Ski Area Management.

Late/after hours or early morning trainings will be subject to a fee of Three Hundred Twenty-Three Dollars ($323.00) per session, Hogadon Staff for lift operations and a ski patroller.

D. The City shall at all times herein be, and remain in compliance with, all applicable local, state and federal laws concerning the leased space and ski area management.

7. INSURANCE AND DAMAGE:

A. City shall keep the building of which the leased premises are a part insured against loss or damage by fire or other casualty. In the event the leased premises are damaged or destroyed by fire or other causes not attributable to the negligence of CMR, then City shall proceed with due diligence or repair and restore it to the same condition as existed before such damage or destruction; provided, however, that in the event that the leased premises are damage or destroyed by fire or other causes to the extent that, in the opinion of the City, it would not be feasible to repair or rebuild the demised premises, the City may, at its option, terminate this lease instead of rebuilding and repairing the leased premises. If because of fire or other cause the demised premises are rendered untenable, then the rent shall abate until the premises are restored to their former condition.

B. In the event that the premises are rendered untenable by virtue of fire or other casualty, the City must elect within fifteen (15) days of such fire or other casualty to restore said premises or terminate said lease agreement as above provided and shall give CMR written notice of such election with said fifteen (15) day period. In the event City elects to rebuild the leased premises, then within fifteen (15) days after the fifteen (15) day period it shall commence such restoration and prosecute the same with due diligence. In the event that City fails and neglects to notify CMR within such fifteen (15) day period, then CMR may, at its option, terminate this lease by giving City written notice thereof.

C. CMR shall insure all of its property on the demised premises and will hold harmless and indemnify City against any loss, cost, or damages to said property.

D. Prior to commencement of work, CMR shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the CMR and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of CMR's negligent operations in connection with the performance of this agreement.

E. Coverage shall be at least as broad as:

Commercial General Liability (CGL):
Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.

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

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

Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.
If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

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

Additional Insured Status:
The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance at least as broad as ISO Form CG 20 10.

Primary Coverage:
For any claims related to this contract, the Lessee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

Notice of Cancellation:
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

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

Acceptability of Insurers:
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Self-Insured Retentions:
Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: The Lessee shall obtain coverage to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

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

Waiver of Subrogation:
Lessee hereby grants to Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Special Risks or Circumstances:
Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

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

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

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

8. LIFT PRIVILEGES:

CMR shall be allowed lift line privileges as follows: 1) CMR coaches may cut lift lines to pursue athletes who have fallen off of the lift, or have strayed during the course of the training session. 2) CMR athletes shall not be allowed to cut lift lines when conducting regular coaching, unless allowed or directed by the lift line attendants.

9. FINANCIAL RECORDS:

CMR shall, on or before thirty (30) days after the season close of CMR for each ski season in this lease, submit to the City, a detailed financial statement showing the gross receipts and expenses with respect to all business done by it at the Hogadon Basin Ski Area for that ski season. This report shall show such reasonable detail and breakdown as may be required by the City to accurately determine the "net gross receipts." The City and its agents shall have the right to inspect and examine such records, books, and other data relating to the operation of CMR, in order to insure compliance with this agreement. Audited underpayments to the City shall be paid by CMR within thirty (30) days' notice from the City.

10. TICKET PRIVILEGES:

CMR will supply at the start of each ski season a current list of all certified coaches and volunteer coaches. CMR coaches shall be allowed free lift privileges while actively employed as coaches. Said lift privileges shall be valid for so long as the CMR is in operation during each ski season of this lease. CMR Program Director(s) shall notify City/Hogadon Basin Ski Area staff immediately when a coach is no longer actively employed as to warrant free lift privileges, and when a coach is added to the actively employed list of coaches.

11. MAINTENANCE:

A. City shall during the term of this lease agreement or any renewal thereof, maintain major premises and facility repairs to electrical, plumbing, heating, cooling, ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, general building, fencing and general land area amenities and systems; in which each single-incident of repair exceeds Two Hundred Fifty Dollars ($250) per occurrence. CMR shall be responsible for all minor repairs to the premises and facilities, in the previously noted system and amenity categories, in-which each single-incident of maintenance or repair is Two Hundred Fifty Dollars ($250) per occurrence, and less. Each party, except in the case of an emergency, shall inform the other, prior to the repair(s) required, of the location, nature, necessity, and quoted price of the repair(s) that are being made to the leased premises and facilities.

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

required maintenance may be made by City and CMR will abate the problem within seven (7) days, unless otherwise agreed by City.

12. ADDITIONS, ALTERATIONS AND IMPROVEMENTS:

A. CMR, at its sole cost, risk, and expense; may construct both temporary and permanent facilities and fixtures for its benefit and the benefit of clients, customers and participants. Such facilities and fixtures shall meet all applicable city, county, state and federal regulations and requirements and such other requirements as may be prescribed by the City. The plans and specifications for any additional temporary and permanent facilities and fixtures shall first be submitted to City for approval in accordance with existing codes and or standards, prior to construction. At the time of submission, CMR shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The City shall have authority, and sole discretion, to approve or disapprove any and all temporary and permanent facilities and fixtures that are proposed to be placed upon the leased premises by the CMR.

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

13. GOVERNMENTAL CLAIMS ACT:

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

14. TIME OF ESSENCE:

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

15. BINDING EFFECT:

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

16. TERMINATION:

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

17. WAIVER:

No failure by the City to insist upon the strict performance of any terms or conditions of this lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial payments during the continuance of any breach shall constitute a waiver of any such breach or for any term or condition of this lease. No term or condition of this lease required to be performed by CMR, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by the City. No waiver of any breach shall affect or alter any term or condition of this lease, and such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

18. ENVIRONMENTAL COMPLIANCE:

A. CMR shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. CMR shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and furnish to the City copies of the permits upon request. CMR shall comply with all reporting requirements of 42 *U.S.C. 1101, et. seq. (Emergency Planning and Community Right to Know Act).*

B. CMR shall not handle, store, dispose of, or allow the handling, storage or disposal of any hazardous waste as defined in 42 *U.S.C.* 6903 (5), or hazardous substance as defined in 42 *US.C. 9601 (14),* on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. CMR shall manage all hazardous substances and chemicals, which it handles off-site, but in proximity to the subject property in accordance with all-applicable laws and regulations. CMR shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those, which are necessary for the prudent and necessary management of CMR's lawful operations on the property. In addition, CMR shall comply with all laws, regulations, and standards applicable to those substances.

C. CMR shall immediately advise the City in writing of: (1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against CMR or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) CMR's discovery of any occurrence or condition on the property which might subject CMR, City, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under local, state or federal environmental law.

D. The City shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substance immediately to the City and to the proper authorities. CMR shall advise the City, upon request of all such investigations, which have been made, the dates of such investigations, and the method of investigation. These investigations shall be made by CMR not less than on a monthly basis. CMR, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the City in writing, upon request, of all such precautions which have been taken.

19. ENTIRE AGREEMENT:

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

20. NO THIRD PARTY BENEFICIARY RIGHTS:

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

21. ASSIGNMENT:

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

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

APPROVED AS TO FORM:

_____

ATTEST:

_____

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

_____

Ray Pacheco
Mayor

WITNESS

By: _____

Printed Name: CHRISTOPHER J Smith

Title: Superintendent Hogadon Ski Area

Casper Mountain Racers

By: Robin Burnett

Printed Name: Robin Burnett

Title: President

RESOLUTION NO. 18-273

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

WHEREAS, the City is the owner of the Hogadon Basin Ski Area; and,

WHEREAS, the City desires to retain the services of Casper Mountain Racers for the purpose of providing alpine race training and race events at Hogadon Basin Ski Area; and,

WHEREAS, The Casper Mountain Racers is an organization whose sole purpose is to provide alpine race training and race events at Hogadon Basin Ski Area.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a lease agreement between the City of Casper and the Casper Mountain Racers, for the purpose of alpine race training and race events at Hogadon Basin Ski Area, under the terms and conditions more specifically delineated in the agreement.

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Ray Pacheco
Mayor

December 10, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Keith McPheeters, Chief of Police

SUBJECT Authorizing Contracts with Communication Technologies for installation of GETAC Video Solutions; PCN Strategies, Inc. to provide a GETAC Video Solution to include In-car, body worn, and interview room cameras; PCN Strategies, Inc. to provide a Cradlepoint Router; HP, Inc. to provide a GETAC Tablet with image created by GETAC support and City Information Technology.

Meeting Type and Date:
Regular Council Meeting December 18, 2018

Action Type:
Resolutions

Recommendation:
That Council, by resolutions, authorize contracts with Communication Technologies, Inc. to provide installation of GETAC Video Solution, GETAC Tablets, and mounting equipment; PCN Strategies, Inc. to provide a GETAC Video Solution to include In-car, body worn, and interview room cameras; PCN Strategies, Inc. to provide a Cradlepoint Router; HP, Inc. to provide a GETAC Tablet with image created by GETAC support and City Information Technology in the total amount of One Million Six Hundred Fifty-Five Thousand Dollars ($1,655,000). Those costs are broken down as follows:

1. Contract with **Communication Technologies, Inc.**, in the Amount of $111,034.00, for Installation of **GETAC Video Solution, Tablets, and Mounting Equipment**.

2. Contract with **PCN Strategies, Inc.,** in the Amount of $1,073,295.00, for **GETAC Video Solution to Include In-car, Body Worn, and Interview Room Cameras** .

3. Contract with **PCN Strategies, Inc.**, in the Amount of $90,891.00, for **Cradle Point Routers.**

4. Contract with **HP, Inc.**, in the Amount of $334,000.20, for **GETAC Tablet**.

5. The remaining $47,779.80 will be used to purchase Two-Factor Authentication for the tablets. This feature will be used to enhance the security setting to the installed platforms.

Summary:
The current video solution used for interview rooms and in-car cameras is ten years old and is not supported by Windows 7 or newer platforms. RFP process was completed for video solutions to include in-car, body worn, and interview room cameras and seven returns were received. Three were chosen and interviews were conducted with returnees and vendors. The Department tested demo products for one month and a survey was completed by Officers. A vendor was chosen based upon Officer support of GETAC.

Financial Considerations:
Funding for this purchase will come from the Police Department's Police Body Camera line item.

Oversight/Project Responsibility:
Scott Hoffman, Police Technologies Manager

Attachments:
Contracts for Professional Services
Resolutions

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 18th day of December, 2018, by and between the following parties:

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

2. Communication Technologies, Inc., 189 Progress Circle, Mills, Wyoming 82644 ("Contractor").

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

RECITALS

A. The City is undertaking a project to purchase and install replacement mounting equipment and In-Car/Body-Worn camera solution.

B. The project requires professional services for the installation and maintenance of the mounting equipment and In-Car/Body-Worn cameras.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

   A. The Contractor shall perform the following services in connection with and respecting the project:

      1. The Contractor will complete the installation of equipment to mount Getac tablets, in-car/body-worn cameras, as well as complete all wiring.

      2. Planning Stage:
         a. Provide and install all equipment, and complete all services listed on Attachment A, which is hereby made a part of this Contract.
         b. Assign a project manager to work directly with the City's project manager.
         c. Discuss installation and implementation of the mounting equipment.

d. Schedule the installation.
e. Establish a testing plan.

3. Configuration and Implementation Stage:
   a. Install all equipment listed in Attachment A to include, but not limited to:
      1. Getac Video Solution.
      2. Getac Tablet.
      3. Wiring all electronics.
      4. Remove and return all Coban Video Equipment.

4. System Testing:
   a. In-Car Video and Body-Worn Camera functionality.
   b. Tablet functionality.
   c. 800 Radio functionality.
   d. Emergency lighting functionality.
   e. Provide Turnkey solution to include, but not limited to the following:
      1. All products are able to turn on.
      2. Body-Worn cameras sync with in-car solution.
      3. Video uploads through CradlePoint network.
      4. Wiring is placed properly and in orderly technique.
      5. Test video and computer solution with Contractor to include, but not limited to the following:
         a. System Integration
         b. Communications

B. In accordance with the project, the City shall:
   1. Assign a project manager to work directly with the Contactor as the main point of customer contact.
   2. Confirm turnkey solution to include, but not limited to the following:
      a. All product are able to turn on.
      b. Body-Worn camera sync with in-car solution.
      c. Video upload through CradlePoint network.
      d. Wiring is place properly and in orderly technique.
      e. Test video and computer solution with Contractor to include, but not limited to the following:
         1. System Integration
         2. Communications
   3. Provide information, within the scope of the project, as requested by the Contactor.

2. <u>TIME OF PERFORMANCE</u>:

The services of the Contractor shall be undertaken and completed on or before the 31th day of May, 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Eleven Thousand Thirty-Four Dollars ($111,034).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

The rest of this page is intentionally left blank.

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

APPROVED AS TO FORM

_____

ATTEST

_____
Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

_____
Ray Pacheco
Mayor

WITNESS

By: _____

Printed Name: _____

Title: _____

CONTRACTOR

Communications Technologies, Inc.
Craig Post

_____
Vice-President

The rest of this page is intentionally left blank.

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. Minimum Scope and limit of Insurance.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand ($500,000) per accident for bodily injury and property damage.

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

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

D. *Other Insurance Provisions*

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

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

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

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

4. *Waiver of Subrogation*
   Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment

of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*
   Contractor has two options regarding deductibles and self-insured retentions:

   a. *Option 1*: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars ($10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars ($10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

   b. *Option 2*: Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

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

7. *Claims Made Policies*
   If any of the required policies provide coverage on a claims-made basis:
   a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
   b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.* However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

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

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

9. *Subcontractors*
   Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

Attachment A

ComTech
Communication Technologies Inc

189 Progress Circle, Mills, WY 82644 Phone: 307-232-8870 Fax: 307-265-6578

Date: ***11/26/18***

Business Name: Casper Police Department
Contact Person: Scott Hoffman
Address: 201 N David Street **Quote No.** Gamber/Getac
City: Caspe
Phone: 307-235-8305 **Fax:** **Cell:**

PART #	*DESCRIPTION*	Quantity	Price	Total
7170-0166-04	Kit-Utility Box, Cup Holder, Arm Rest, Mongoose Motion Attachment	35	522.23	$18,278.05
7160-0821	Close To Dash Utility	35	195.98	$6,859.30
7160-1015	9.50" Adapter Bracket	68	24.43	$1,661.24
7160-0857	Low Profile Quick Release Key Board Tray	68	86.86	$5,906.48
7120-0799	Hardware Bag-3 3/4 Arm For Close To Dash Mounts	35	12.49	$437.15
7160-0332	Pocket - 3- In Deep Console Box	35	24.43	$855.05
3130-0156	Panel - 4" Blank	35	0.00	$0.00
7160-0267	Face Plate Motorola 09 Radio Control Head	35	0.00	$0.00
14422	Filler Panel, For USB, Cigarette Plugs	68	8.69	$590.92
15371	Dual USB Port	68	61.43	$4,177.24
7160-0063	Cigarette Lighter Adapter Kit	68	14.66	$996.88
7170-016505	Kit-Sedan Box Cup Holder Arm Res, 6" LSA	33	490.20	$16,176.60
7160-0871	CTD Ford Sedan Mount	33	173.72	$5,732.76
7170-0233	Pedestal Kit-Ford Escape 2013+	1	333.86	$333.86
Removal	Removal of Old CoBan Equipment, Console, Radio, Etc. Includes 68 Sedans and Utility Units.	68	309.00	$21,012.00
Installation	Installation of Radio, GeTach Camera, Docking Station, Close to Dash Mount, Console from Gamber Johnson as Shown in Demo Units. Includes 68 Sedans and Utility Units.	68	412.00	$28,016.00
Estimated Shipping	Estimated Shipping Cost to ComTech	1	0.00	$0.00
	Gamber Johnson will ensure all product is			$0.00
	delivered to comtech-Mills with no flaws,			$0.00
	and will replace any flaws at no cost to			$0.00
	customer			
			TOTAL	$111,033.53

LORI KLINE
Communication Technologies
307-232-8870

APPROVAL BY: **APPROVED DATE:**

RESOLUTION NO. 18-274

A RESOLUTION AUTHORIZING A CONTRACT WITH COMMUNICATION TECHNOLOGIES, INC. TO PROVIDE INSTALLATION OF GETAC VIDEO SOLUTION, GETAC TABLETS, AND MOUNTING EQUIPMENT.

WHEREAS, the City of Casper desires professional services to install and Getac video solution, Getac tablets, and mounting equipment; and,

WHEREAS, Communication Technologies, Inc. located in Mills, Wyoming, is willing and able to provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Communication Technologies, Inc., for professional services to complete the installation.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payment throughout the term of the agreement in an amount not to exceed One Hundred Eleven Thousand Thirty-Four Dollars ($111,034).

PASSED, APPROVED, AND ADOPTED on this 18th day of December, 2018.

APPROVED AS TO FORM:

Walter Trembath

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

December 10, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Keith McPheeters, Chief of Police

SUBJECT Authorizing Contracts with Communication Technologies for installation of GETAC Video Solutions; PCN Strategies, Inc. to provide a GETAC Video Solution to include In-car, body worn, and interview room cameras; PCN Strategies, Inc. to provide a Cradlepoint Router; HP, Inc. to provide a GETAC Tablet with image created by GETAC support and City Information Technology.

Meeting Type and Date:
Regular Council Meeting December 18, 2018

Action Type:
Resolutions

Recommendation:
That Council, by resolutions, authorize contracts with Communication Technologies, Inc. to provide installation of GETAC Video Solution, GETAC Tablets, and mounting equipment; PCN Strategies, Inc. to provide a GETAC Video Solution to include In-car, body worn, and interview room cameras; PCN Strategies, Inc. to provide a Cradlepoint Router; HP, Inc. to provide a GETAC Tablet with image created by GETAC support and City Information Technology in the total amount of One Million Six Hundred Fifty-Five Thousand Dollars ($1,655,000). Those costs are broken down as follows:

1. Contract with **Communication Technologies, Inc.**, in the Amount of $111,034.00, for Installation of **GETAC Video Solution, Tablets, and Mounting Equipment**.

2. Contract with **PCN Strategies, Inc.,** in the Amount of $1,073,295.00, for **GETAC Video Solution to Include In-car, Body Worn, and Interview Room Cameras** .

3. Contract with **PCN Strategies, Inc.**, in the Amount of $90,891.00, for **Cradle Point Routers.**

4. Contract with **HP, Inc.**, in the Amount of $334,000.20, for **GETAC Tablet**.

5. The remaining $47,779.80 will be used to purchase Two-Factor Authentication for the tablets. This feature will be used to enhance the security setting to the installed platforms.

Summary:
The current video solution used for interview rooms and in-car cameras is ten years old and is not supported by Windows 7 or newer platforms. RFP process was completed for video solutions to include in-car, body worn, and interview room cameras and seven returns were received. Three were chosen and interviews were conducted with returnees and vendors. The Department tested demo products for one month and a survey was completed by Officers. A vendor was chosen based upon Officer support of GETAC.

Financial Considerations:
Funding for this purchase will come from the Police Department's Police Body Camera line item.

Oversight/Project Responsibility:
Scott Hoffman, Police Technologies Manager

Attachments:
Contracts for Professional Services
Resolutions

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 18th day of December, 2018, by and between the following parties:

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

2. PCN Strategies, Inc., 1612 K Street NW Suite 802, Washington, District of Columbia 20006 ("Contractor"), an authorized dealer of Getac Video Solutions.

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

RECITALS

A. The City is undertaking a project for the purchase and installation of a replacement in-car, body-worn and interview room video solution.

B. The project requires professional services for the installation and maintenance of the Getac video solution and set-up of cloud-based storage.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

A. The Contractor shall perform the following services in connection with and respecting the project:

1. Planning Stage:
   a. Provide and install all equipment, and complete all other items listed on Attachment A and warranty as stated in Attachment B.
   b. Assign a project manager to work directly with the City's project manager.
   c. Discuss installation and implementation of the video solution.
   d. Schedule the implementation of the video solution.
   e. Establish a testing plan.

2. Configuration and Implementation Stage:
   a. Configure cloud-based storage to accept data from In-Car, Body-Worn, and Interview Room video solution.
   b. Configure and design GUI (Graphical User Interface) to include, but not limited to the following:
      1. Categories
      2. Tags
      3. Case Number
      4. Narrative
      5. Mapping
      6. Reports
   c. Confirm GUI in vehicles.
   d. Configure user and group accounts.
   e. Confirm and provide documentation for Cloud-Based storage data integrity (NCIC Compliance).
   f. Configure Interview Room viewing station.
      1. Confirm GUI required fields on viewing/input station.
   g. Provide training for administrator on GUI updates and implementing required fields.
   h. Train installers to ensure proper installation of equipment.
   i. Train end-users on proper use of equipment.
   j. Train supervisors and administrators on back office.

3. System Testing:
   a. In-Car Video and Body-Worn Camera upload through AT&T wireless network.
   b. Interview Room upload and viewing.
   c. Export video for discovery.
   d. Case Management for discovery
   e. Front End GUI usability.
      1. In-Car
      2. Interview Rooms
   f. Body-Cam Upload through In-Car System and Docking Station.
   g. The system testing is complete when the Contractor turns over a completed, fully operational and fully functioning system to be determined by the City, after completed installation by the installer, to include, but not limited to:
      1. System integration.
      2. Communication testing between body-worn/in-car cameras.
      3. Complete video upload.
      4. Proper Categorization/Tagging.
      5. Administrative privileges to the Getac back office.
      6. Complete trigger test with emergency lights.

B. In accordance with the project, the City shall:
   1. Assign a project manager to work directly with the Contactor as the main point of customer contact.
   2. Confirm data integrity.
   3. Test video solution with Contractor to include, but not limited to the following:
      a. GUI
      b. Uploading
      c. Export
      d. Case Management
   4. Provide information, within the scope of the project, as requested by the Contactor.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31th day of May, 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Million Seventy-Three Thousand Two Hundred Ninety-Five Dollars ($1,073,295).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Walter Trauternicht

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONTRACTOR

PCN Strategies, Inc.

By: _____

Lauren MacWhirter

Printed Name: _____

Business Development Executive

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*
Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand ($500,000) per accident for bodily injury and property damage.

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

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

D. *Other Insurance Provisions*

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

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

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

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

4. *Waiver of Subrogation*
   Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment

of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*
   Contractor has two options regarding deductibles and self-insured retentions:

   a. *Option 1*: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars ($10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars ($10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

   b. *Option 2*: Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

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

7. *Claims Made Policies*
   If any of the required policies provide coverage on a claims-made basis:
   a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
   b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.* However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

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

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

9. *Subcontractors*
   Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

PCN Strategies, Inc.
1612 K Street NW Suite 802
Washington, District of Columbia 20006
United States

Quotation (Open)

Date
Oct 03, 2018 03:52 AM EDT

Modified Date
Oct 03, 2018 09:35 AM EDT

Doc #
1008188 - rev 1 of 1

Description
Getac Video Solution - Cloud Storage

SalesRep
MacWhirter, Lauren
(P) 202-962-3980

Customer Contact
Hoffman, Scott
shoffman@casperwy.gov

Customer
Casper Police
Department (CP4354)
Hoffman, Scott
201 N David St #1
Casper, WY 82601
United States
(P) (307) 235-8278

Bill To
Casper Police Department
Hoffman, Scott
201 North David Street
Casper, WY 82601
United States
(P) (307) 235-8278
shoffman@casperwy.gov

Ship To
Casper Police Department
Hoffman, Scott
201 North David Street
Casper, WY 82601
United States
(P) (307) 235-8278
shoffman@casperwy.gov

Customer PO:

Terms:
Undefined

Ship Via:
FedEx Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	List Price	Qty	Unit Price	Total
	In-Car Video System, Accessories & Warranties					
1	Getac In-Car Video System	OVBXXXXXAXX1	$3,789.00	85	$2,764.57	$234,988.45
	Note: GETAC VIDEO SOLUTIONS INC. : VR-X20 i3,DVR (VR-X20-i3)-Integrated 4GB RAM+128GB SSD + Battery Backup + WIFI + GPS + Crash Sensor, DVR mounting bracket, A/V input cable, 1 year hardware warranty					
2	Back Seat Camera	ORN0AX	$468.00	85	$330.00	$28,050.00
	Note: GETAC VIDEO SOLUTIONS INC. : ZERODARK FHD IP CAMERA CA-NF21-WI(120), (STANDARD MOUNT),INCLUDES CABLE (14FT)					
3	Forward Facing Camera	ORN06X	$468.00	85	$330.00	$28,050.00
	Note: GETAC VIDEO SOLUTIONS INC. : ZERODARK FHD IP CAMERA CA-NF21-W, (WIND SHIELD MOUNT),INCLUDES CABLE (25FT)					
4	5" Display Screen (Optional)	OPX01X	$299.00	85	$224.90	$19,116.50
	Note: GETAC VIDEO SOLUTIONS INC. : Display (CU-D50) - 5 inch Touch Display, includes cable (16ft). Contingent on whether the video playback will run on 5" screen or DVR.					
5	Mounting Bracket for Display & ZeroDark Camera	OIA05X	$69.00	85	$50.00	$4,250.00
	Note: GETAC VIDEO SOLUTIONS INC. : Mounting Bracket (Visor) - ZeroDark Camera AND Display (CU-D50) - Tahoe					
6	Wiring Kit (Power, Ground, Ignition)	OLX07X	$14.00	85	$10.74	$912.90
	Note: GETAC VIDEO SOLUTIONS INC. : DVR (VR-X10) - Wiring Kit - Power, Ground, Ignition (25ft)					
7	GPS Antenna Dash Mount	OLX08X	$14.00	85	$10.74	$912.90
	Note: GETAC VIDEO SOLUTIONS INC. : DVR (VR-X10) - GPS Antenna - dash mount (14ft)					
8	WiFi/BT Antenna	OLX09X	$69.00	85	$52.95	$4,500.75
	Note: GETAC VIDEO SOLUTIONS INC. : DVR (VR-X10) - WiFi/BT Antenna - perm mount (14ft)					

#	Description	Part #	List Price	Qty	Unit Price	Total
9	Second Drive for Black Box (Optional)	BLACKBOXDRIVE128	$199.00	85	$152.69	$12,978.65
	Note: GETAC VIDEO SOLUTIONS INC. : SECOND DRIVE FOR BLACKBOX 128 GIG					
10	Ethernet Cable	ONX0GX	$19.00	85	$14.56	$1,237.60
	Note: GETAC VIDEO SOLUTIONS INC. : Ethernet Cable - RJ45/CAT5e (25 ft)					
11	In-Car Video Extended Warranty - Years 2 - 5	GE-SVDNEXT4Y	$849.00	85	$769.75	$65,428.75
	Note: GETAC VIDEO SOLUTIONS INC. : DVR + Cameras + Display Extended Warranty - Years 2, 3, 4 & 5					
	Body Worn Cameras, Accessories & Warranties					
12	Getac Body Worn Camera	OVWX2MXXXXX1	$316.59	100	$266.02	$26,602.00
	Note: GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02),64GB + FHD/HD/WVGA + WiFi + GPS + BLE, 1 year hardware warranty (compatible with magnetic charge cable ORB39X)					
13	BWC Single Port Dock	ORB24X	$46.06	85	$40.00	$3,400.00
	Note: GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - Single Port Dock (VD-02), dock ONLY					
14	BWC Single Port Dock w/ AC Adapter	ORB24U	$73.06	1	$64.73	$64.73
	Note: GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - Single Port Dock (VD-02), includes USB AC adapter, USB Cable (3.94 ft)					
15	BWC Multi-Dock	OD2DAU	$1,322.47	5	$1,171.69	$5,858.45
	Note: GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - 8 Port Multidock with Datamover (MD-02D), includes 90W AC Adapter (US)					
16	BWC Extended Warranty - Years 2 & 3	GE-SVBWEXT2Y	$136.59	100	$116.74	$11,674.00
	Note: GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - BC-02 Extended Warranty - Years 2 & 3					
17	BWC Refresh (Warranty) - Year 4	OVWX2XXXXXX1-RFR	$316.59	100	$265.74	$26,574.00
	Note: GETAC VIDEO SOLUTIONS INC. : OVWX2XXXXXX1 -RFRSH					
18	BWC Refresh (Extended Warranty) - Year 5	GE-SVBWEXT1Y-RFR	$62.47	100	$56.46	$5,646.00
	Note: GETAC VIDEO SOLUTIONS INC. : REFRESH GETAC BODY WORN DEVICE EXTENDED WARRANTY-YEARS 2 (ADDITIONAL 1 YEAR)					
19	BWC Single Port Dock Extended Warranty - Years 2 - 5	GE-SVBDEXT4Y	$19.99	85	$17.97	$1,527.45
	Note: GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - VD-02 Dock - Extended Warranty - Years 2, 3, 4 & 5					
20	BWC Multi-Dock Extended Warranty - Years 2 - 5	GE-SVMDEXT4Y	$249.99	5	$213.67	$1,068.35
	Note: GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - MD-02D Dock w/ 90W - Extended Warranty - Years 2, 3, 4 & 5					
21	BWC Trigger Box Extended Warranty - Years 2 - 5	GE-SVTGEXT4Y	$59.99	85	$51.27	$4,357.95
	Note: GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - Bluetooth Trigger Box - Extended Warranty - Years 2, 3, 4 & 5					
22	USB Extension Cable	OLX0BX	$19.00	85	$17.35	$1,474.75
	Note: GETAC VIDEO SOLUTIONS INC. : Body Worn Camera USB Extension Cable for VD-02, 12.5 ft					
23	Magnetic Mount	ORB36X	$39.00	100	$34.55	$3,455.00
	Note: GETAC VIDEO SOLUTIONS INC. : Body Worn Camera magnetic mount					
24	Magnetic Quick Release Charging USB Cable	ORB39X	$69.00	100	$60.00	$6,000.00
	Note: GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02), magnetic quick release charging USB cable					
25	BWC Trigger Box	OTX11X	$157.76	85	$139.78	$11,881.30
	Note: GETAC VIDEO SOLUTIONS INC. : Body Worn Camera Bluetooth Trigger Box (TB-02)					
	Interview Room System, Accessories & Warranties					
26	Getac Video - Interview Room	OVBXXXXXAXX1	$3,789.00	5	$2,764.57	$13,822.85

#	Description	Part #	List Price	Qty	Unit Price	Total
	Note: GETAC VIDEO SOLUTIONS INC. : VR-X20 i3,DVR (VR-X20-i3)-Integrated 4GB RAM+128GB SSD + Battery Backup + WIFI + GPS + Crash Sensor, DVR mounting bracket, A/V input cable, 1 year hardware warranty					
27	AXIS M1124 Network Camera Network surveillance camera - color (Day&Night)	0747-001	$0.00	5	$313.03	$1,565.15
	Note: - 1280 x 720 - 720p - CS-mount - auto iris - vari-focal - LAN 10/100 - MPEG-4, MJPEG, H.264 - DC 8 - 28 V / PoE					
28	Wireless Mics	ONX04U	$69.00	5	$66.77	$333.85
	Note: Getac - WIRELESS MIC, HOME CHARGER BASE AND HOME CHARGER AC ADAPTER					
29	Interview Room DVR Extended Warranty - Years 2 -5	GE-SVDVEXT4Y	$449.00	5	$395.65	$1,978.25
	Note: GETAC VIDEO SOLUTIONS INC. : DVR Extended Warranty - Years 2, 3, 4, & 5					
	Storage					
30	Cloud Storage	OUA041	$1,060.00	950	$502.63	$477,498.50
	Note: GETAC VIDEO SOLUTIONS INC. : Getac Cloud - Yearly Plan 4 (Cloud Unlimited, SW maintenance) (85 ICV + 100 BWC + 5 IR x 5 Years = 950)					
	Services					
31	On-Site Training - Per Day	OZX07X	$2,700.00	6	$1,868.40	$11,210.40
	Note: GETAC VIDEO SOLUTIONS INC. : Getac Video Solution - On-Site Training - Per day					
32	Software Engineering Per Day	OWS01X	$1,830.00	4	$1,416.37	$5,665.48
	Note: GETAC VIDEO SOLUTIONS INC. : Getac Software Engineering Per Day - CAD Integration					
	Installation					
33	In-Car Installation (Optional)	INSTL	$550.00	85	$456.99	$38,844.15
	Note: Installation cost for in-car video. Pricing contingent on scope of work.					
34	Interview Room Installation (Optional)	INSTL2	$3,500.00	5	$2,473.12	$12,365.60
	Note: Installation cost for interview room. Pricing contingent on scope of work.					

*These items are custom built and are not returnable once ordered.

Subtotal:	$1,073,294.71
Total:	**$1,073,294.71**
(List Price:	*$1,775,847.36)*

Getac

Getac One (1) Year

Accessory and Solution Warranty Card

561889281004 R02

SN:

Getac's warranty obligations for this hardware product are limited to the terms set forth below:

Getac warrants this Getac-branded office docks, video and camera products, recording devices, batteries, accessories, and hardware parts against defects in materials and workmanship under normal use for a period of One (1) YEAR from the date of purchase by the original end-user purchaser ("Warranty Period"). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within Getac's Authorized Service Providers territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getac's property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed.

Exclusions and Limitations

This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the "Getac" trademark, trade name, or logo affixed to them (excluding its standard AC adaptors & power cords). The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a "powered by Getac" trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products "as is".

This warranty does not apply to:

(a) loss or theft;
(b) fire;
(c) submersion;
(d) acts of god;
(e) acts of war;
(f) virus-inflicted damage;
(g) intentional misuse or abuse;
(h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider;
(i) a product or part that has been modified to alter functionality or capability without the written permission of Getac;
(j) a product on which any Getac serial number has been removed or defaced;
(k) data recovery from hard drive failure;
(l) all consumable items; such as screen protection films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, belts, holsters, tethers, stylus, digitizer pens and harnesses and any other options and accessories not listed above or covered under a separate warranty.
(m) cosmetic damage that does not affect the functionality of the office dock, vehicle dock, video and camera product, recording devices, accessory or hardware part, including but not limited to scratches, dents and numerals, letters, icons and symbols silkscreened onto unit keycaps and numerals, letters, icons and symbols silkscreened onto unit cabinet;
(n) shipping damage (m) is the responsibility of the shipper
(o) negligence
(p) damage from accidents
(q) operation of product outside the published environmental or electrical parameters
(r) use of supplies or parts not meeting Getac's specifications or user manual(s)

Signature of Channel/Reseller

Date:

Check the Getac web site for latest warranty contact details

http://www.getac.com

Trademarks are property of their respective owners. © 2018 getac technology corporation. All rights reserved.

THIS PRODUCT IS NOT INTENDED FOR USE AS OR PART OF NUCLEAR EQUIPMENT/SYSTEMS, AIR TRAFFIC CONTROL EQUIPMENT/SYSTEMS, OR AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS, OR ANY OTHER SYSTEMS THAT REQUIRE FAIL-SAFE PERFORMANCE. GETAC WILL NOT BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM THE USE OF THIS PRODUCT ARISING OUT OF THE FOREGOING USES. AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS include class 2 Electronic Flight Bag (EFB) Systems and Class 1 EFB Systems when used during critical phases of flight (e.g., during take-off and landing) and/or mounted onto the aircraft. Class 1 EFB Systems and 2 EFB Systems are defined by FAA:AC (Advisory Circular) 120-76A or JAA: JAA TGL (Temporary Guidance Leaflets) No. 36.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, GETAC SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF GETAC CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY GETAC IN ITS SOLE DISCRETION. NO GETAC RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY. IF ANY TERM IS HELD TO BE ILLEGAL OR UNENFORCEABLE, THE LEGALITY OR ENFORCEABILITY OF THE REMAINING TERMS SHALL NOT BE AFFECTED OR IMPAIRED.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, GETAC IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL;LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH GETAC PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. GETAC DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

Obtaining Warranty Service

Please access and review the online help resources at www.getac.com before requesting warranty service. If the product is still not functioning properly after making use of these resources. A Getac representative will help determine whether your product requires service and, if it does, will inform you how Getac will provide it. Getac will provide warranty service on products that are tendered or presented for service during the warranty period, as permitted by law. In accordance with applicable law, Getac may require that you furnish proof of purchase and/or comply with registration requirements before receiving warranty service. You may be responsible for shipping and handling charges to obtain service under this warranty.

In any instance in which Getac issues a Service Request Number (SR #), Getac must receive the product(s) for repair prior to the expiration of the warranty period in order for the repair(s) to be covered by the limited warranty service.

If your product is capable of storing data or software programs, you should make periodic backup copies of the data and programs contained on the product's hard drive or other storage media to protect your data and as a precaution against possible operational failures.

Before you deliver your product for warranty service, it is your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords.

You will be responsible for reinstalling all such software, data and passwords. Getac and its authorized service providers are not liable for any damage to or loss of any programs, data or other information stored on any media, or other non-Getac product or part not covered by this warranty. Recovery and reinstallation of system and application software and user data are not covered under this limited warranty.

RESOLUTION NO. 18-275

A RESOLUTION AUTHORIZING A CONTRACT WITH PCN STRATEGIES, INC. TO PROVIDE A GETAC VIDEO SOLUTION TO INCLUDE IN-CAR, BODY WORN, AND INTERVIEW ROOM CAMERAS.

WHEREAS, the City of Casper desires professional services for the purchase and installation of the Getac video solution; and,

WHEREAS, PCN Strategies, Inc. located in Washington, District of Columbia, is willing and able to provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with PCN Strategies, Inc., for professional services for the purchase and installation of the Getac video solution.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payment throughout the term of the agreement in an amount not to exceed One Million Seventy Three Thousand Two Hundred Ninety Five Dollars ($1,073,295).

PASSED, APPROVED, AND ADOPTED on this 18th day of December, 2018.

APPROVED AS TO FORM:

Walter Trauger

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

December 10, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Keith McPheeters, Chief of Police

SUBJECT Authorizing Contracts with Communication Technologies for installation of GETAC Video Solutions; PCN Strategies, Inc. to provide a GETAC Video Solution to include In-car, body worn, and interview room cameras; PCN Strategies, Inc. to provide a Cradlepoint Router; HP, Inc. to provide a GETAC Tablet with image created by GETAC support and City Information Technology.

Meeting Type and Date:
Regular Council Meeting December 18, 2018

Action Type:
Resolutions

Recommendation:
That Council, by resolutions, authorize contracts with Communication Technologies, Inc. to provide installation of GETAC Video Solution, GETAC Tablets, and mounting equipment; PCN Strategies, Inc. to provide a GETAC Video Solution to include In-car, body worn, and interview room cameras; PCN Strategies, Inc. to provide a Cradlepoint Router; HP, Inc. to provide a GETAC Tablet with image created by GETAC support and City Information Technology in the total amount of One Million Six Hundred Fifty-Five Thousand Dollars ($1,655,000). Those costs are broken down as follows:

1. Contract with **Communication Technologies, Inc.**, in the Amount of $111,034.00, for Installation of **GETAC Video Solution, Tablets, and Mounting Equipment**.

2. Contract with **PCN Strategies, Inc.,** in the Amount of $1,073,295.00, for **GETAC Video Solution to Include In-car, Body Worn, and Interview Room Cameras** .

3. Contract with **PCN Strategies, Inc.**, in the Amount of $90,891.00, for **Cradle Point Routers.**

4. Contract with **HP, Inc.**, in the Amount of $334,000.20, for **GETAC Tablet**.

5. The remaining $47,779.80 will be used to purchase Two-Factor Authentication for the tablets. This feature will be used to enhance the security setting to the installed platforms.

Summary:
The current video solution used for interview rooms and in-car cameras is ten years old and is not supported by Windows 7 or newer platforms. RFP process was completed for video solutions to include in-car, body worn, and interview room cameras and seven returns were received. Three were chosen and interviews were conducted with returnees and vendors. The Department tested demo products for one month and a survey was completed by Officers. A vendor was chosen based upon Officer support of GETAC.

Financial Considerations:
Funding for this purchase will come from the Police Department's Police Body Camera line item.

Oversight/Project Responsibility:
Scott Hoffman, Police Technologies Manager

Attachments:
Contracts for Professional Services
Resolutions

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 20th day of November, 2018, by and between the following parties:

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

2. PCN Strategies, Inc., 1612 K Street NW Suite 802, Washington, District of Columbia 20006 ("Contractor").

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

RECITALS

A. The City is undertaking a project to purchase replacement in-car network devices.

B. The project requires professional services for the support of the Cradle Point routers.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

A. Planning Stage:
   1. Complete all services listed on Attachment A.
   2. Assign a project manager to work directly with the City's project manager.
   3. Discuss implementation of the Cradle Point routers.
   4. Schedule training City IT.
   5. Establish a testing plan.

B. Configuration and Implementation Stage:
   1. Provide City IT with current software and firmware updates.

C. System Testing:
   1. Provide router to City IT to ensure functionality.
   2. Router management and integration.

In accordance with the project, the City shall:
   1. Assign a project manager to work directly with the Contractor as the main point of customer contact.
   2. Confirm router functionality.
   3. Test router, to include but not limited to:
      a. System Integration
      b. Communications
   4. Provide information, within the scope of the project, as requested by the Contractor.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of May, 2018.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Ninety Thousand Eight Hundred Ninety-One Dollars ($90,891).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

The rest of this page is intentionally left blank

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

APPROVED AS TO FORM

_____

ATTEST

_____
Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

_____
Ray Pacheco
Mayor

WITNESS

By: _____

Printed Name: _____

Title: _____

CONTRACTOR
PCN Strategies, Inc.
Lauren MacWhirter

By: _____

Printed Name: Lauren MacWhirter

Title: Business Development

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand ($500,000) per accident for bodily injury and property damage.

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

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

D. *Other Insurance Provisions*

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

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

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

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

4. *Waiver of Subrogation*
   Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment

of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*
   Contractor has two options regarding deductibles and self-insured retentions:

   a. *Option 1*: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars ($10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars ($10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

   b. *Option 2*: Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

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

7. *Claims Made Policies*
   If any of the required policies provide coverage on a claims-made basis:
   a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
   b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.* However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

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

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

9. *Subcontractors*
   Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

PCN Strategies, Inc.
1612 K Street NW Suite 802
Washington, District of Columbia 20006
United States

Quotation (Open)

Date
Nov 09, 2018 06:05 PM EST

Modified Date
Nov 09, 2018 06:08 PM EST

Doc #
1008354 - rev 1 of 1

Description
Cradlepoint Routers

SalesRep
MacWhirter, Lauren
(P) 202-962-3980

Customer Contact
Hoffman, Scott
(P) (307) 235-8305
shoffman@casperwy.gov

Customer
Casper Police
Department (CP4354)
Hoffman, Scott
201 N David St #1
Casper, WY 82601
United States
(P) (307) 235-8278

Bill To
Casper Police Department
Hoffman, Scott
201 N David St #1
Casper, WY 82601
United States
(P) (307) 235-8278
shoffman@casperwy.gov

Ship To
Casper Police Department
Hoffman, Scott
201 N David St #1
Casper, WY 82601
United States
(P) (307) 235-8278
shoffman@casperwy.gov

Customer PO:

Terms:
Undefined

Ship Via:
FedEx Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	List Price	Qty	Unit Price	Total
1	IBR900	MA3-IBR9001200M-NNA	$1,248.00	85	$857.11	$72,854.35
	Note: CRADLEPOINT INC : 3-yr NetCloud Essentials for Mobile Routers (Prime) with support and IBR900 router with WiFi (600Mbps modem), no AC power supply or antennas, North America					
2	Antennas	CP-1002-1-PAN	$315.31	85	$212.19	$18,036.15
	Note: PANORAMA ANTENNAS, INC. : Low profile Sharkfin, 5 in 1 Antenna: MiMo 2G/3G/4G LTE, MiMo 2.4/5GHz Wi-Fi, GPS/GNSS, 5m/16 cables for use with IBR600, IBR900, IBR1100. FirstNet compatible. Cradlepoint Certified Antennas by Panorama.					

*These items are custom built and are not returnable once ordered.

Subtotal:	$90,890.50
Total:	**$90,890.50**
(List Price:	*$132,881.35)*

RESOLUTION NO.18-276

A RESOLUTION AUTHORIZING A CONTRACT WITH PCN STRATEGIES, INC. TO PROVIDE A CRADLEPOINT ROUTER.

WHEREAS, the City of Casper desires to purchase CradlePoint Router with FirstNet capabilities; and,

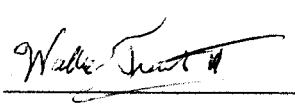
WHEREAS, PCN Strategies, Inc. located in Washington, District of Columbia, is willing and able to provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with PCN Strategies, Inc., for the purchase of Cradle Point Router with FirstNet.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payment throughout the term of the agreement in an amount not to exceed Ninety Thousand Eight Hundred Ninety-One Dollars ($90,891)

PASSED, APPROVED, AND ADOPTED on this 18th day of December, 2018.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Tom Pitlick
City Clerk

Ray Pacheco
Mayor

December 10, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Keith McPheeters, Chief of Police

SUBJECT Authorizing Contracts with Communication Technologies for installation of GETAC Video Solutions; PCN Strategies, Inc. to provide a GETAC Video Solution to include In-car, body worn, and interview room cameras; PCN Strategies, Inc. to provide a Cradlepoint Router; HP, Inc. to provide a GETAC Tablet with image created by GETAC support and City Information Technology.

Meeting Type and Date:
Regular Council Meeting December 18, 2018

Action Type:
Resolutions

Recommendation:
That Council, by resolutions, authorize contracts with Communication Technologies, Inc. to provide installation of GETAC Video Solution, GETAC Tablets, and mounting equipment; PCN Strategies, Inc. to provide a GETAC Video Solution to include In-car, body worn, and interview room cameras; PCN Strategies, Inc. to provide a Cradlepoint Router; HP, Inc. to provide a GETAC Tablet with image created by GETAC support and City Information Technology in the total amount of One Million Six Hundred Fifty-Five Thousand Dollars ($1,655,000). Those costs are broken down as follows:

1. Contract with **Communication Technologies, Inc.**, in the Amount of $111,034.00, for Installation of **GETAC Video Solution, Tablets, and Mounting Equipment**.

2. Contract with **PCN Strategies, Inc.,** in the Amount of $1,073,295.00, for **GETAC Video Solution to Include In-car, Body Worn, and Interview Room Cameras** .

3. Contract with **PCN Strategies, Inc.**, in the Amount of $90,891.00, for **Cradle Point Routers.**

4. Contract with **HP, Inc.**, in the Amount of $334,000.20, for **GETAC Tablet**.

5. The remaining $47,779.80 will be used to purchase Two-Factor Authentication for the tablets. This feature will be used to enhance the security setting to the installed platforms.

Summary:
The current video solution used for interview rooms and in-car cameras is ten years old and is not supported by Windows 7 or newer platforms. RFP process was completed for video solutions to include in-car, body worn, and interview room cameras and seven returns were received. Three were chosen and interviews were conducted with returnees and vendors. The Department tested demo products for one month and a survey was completed by Officers. A vendor was chosen based upon Officer support of GETAC.

Financial Considerations:
Funding for this purchase will come from the Police Department's Police Body Camera line item.

Oversight/Project Responsibility:
Scott Hoffman, Police Technologies Manager

Attachments:
Contracts for Professional Services
Resolutions

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 18th day of December, 2018, by and between the following parties:

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

2. HP Inc., P.O Box 742881, Los Angles, California 90074 ("Contractor"), an authorized dealer of Getac Video Solutions via the NASPO CONTRACT.

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

RECITALS

A. The City is undertaking a project to purchase and image tablets of a replacement In-Car computer system.

B. The project requires professional services for the imaging of the Getac tablets.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

   A. The Contractor shall perform the following services in connection with and respecting the project:

      1. Planning Stage:
         a. Provide all equipment and complete all services listed on Attachment A, to include, but not limited to:
            i. Provide single master image to City IT for multiple Getac tablet models using the following resources:
               a. Build Image Deployment Toolkit server
               b. Assist City IT to configure SCCM
         b. Assign a project manager to work directly with the City's project manager.
         c. Discuss imaging and implementation of the in-car tablets.

d. Schedule training with Getac Support and City IT.
e. Schedule the imaging of the tablet.
f. Establish a testing plan.

2. Configuration and Implementation Stage:
   a. Complete computer image with City IT within City IT specifications to include, but not limited to:
      i. Install all police software applications.
      ii. Install updates.
      iii. Install firmware updates.
   b. Image all tablets listed in Attachment A.
   c. Provide City IT master computer image.
3. System Testing:
   a. Provide one tablet with image to City IT to ensure functionality.
   b. Turnkey solution will be complete when all tablets have been installed and tested in-car.
   c. Tablet functionality and integration.

B. In accordance with the project, the City shall:
   1. Assign a project manager to work directly with the Contactor as the main point of customer contact.
   2. Confirm tablet functionality.
   3. Test computer images with Contractor including, but not limited to the following:
      a. System Integration
      b. Communications
   4. Provide information, within the scope of the project, as requested by the Contactor.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31th day of May, 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Three Hundred Thirty-Four Thousand Dollars and Twenty Cents ($334,000.20).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services

rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions in the Participating Addendum for the State of Wyoming Number 132280-133 ("PA") to the NASPO ValuePoint PC Master Agreement MNNVP-133 ("Master Agreement") as modified in Part II, Section 15 of this Contract. To the extent they do not conflict with the PA or the Master Agreement, the attached PART II -- GENERAL TERMS AND CONDITIONS are incorporated by this reference. In the event of a conflict the PA will govern.

6. EXTENT OF CONTRACT:

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

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

The rest of this page is intentionally left blank

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

APPROVED AS TO FORM

Walter Trem A. III

ATTEST

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

WITNESS

By: _____

Printed Name: _____

Title: _____

CONTRACTOR
HP Inc.

By: Colleen F. Lively

Printed Name: Colleen F Lively

Title: Contracts Administrator

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand ($500,000) per accident for bodily injury and property damage.

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

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

D. *Other Insurance Provisions*

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

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

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

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

4. *Waiver of Subrogation*
   Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment

of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*
   Contractor has two options regarding deductibles and self-insured retentions:

   a. *Option 1*: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars ($10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars ($10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

   b. *Option 2*: Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

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

7. *Claims Made Policies*
   If any of the required policies provide coverage on a claims-made basis:
   a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
   b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.* However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

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

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

9. *Subcontractors*
   Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

15. MODIFICATIONS TO THE PA/MASTER AGREEMENT

A. On Attachment A (Wyoming General Conditions), Section L. (Indemnification)., page 3 of 6 of the PA/Master Agreement, dated 6/18/18, *the City of Casper* is hereby added after the word *Agency* as an indemnified party.

B. On Attachment A (Wyoming General Conditions), Section V. (Sovereign Immunity and Limitations), page 5 of 6 of the PA/Master Agreement, dated 6/18/18, is hereby deleted as Part II, Section 13 of this Contract applies instead.

ATTACHMENT A

Date:	12/13/2018

Quote valid until 12-Mar-19

QUOTE FROM:

Alberto Chaidez / Third Party Solutions
HP Inc.
505-415-7206
alberto.chaidez@hp.com

CUSTOMER INFORMATION:

City Casper / Natrona

REMIT PAYMENT TO:

HP INC
P.O. BOX 742881
LOS ANGELES, CA 90074

VIA HP NASPO VALUEPOINT CONTRACTMNNVP-133 & MNWNC-115 / WY PA # 132280-133
Agent PCN Strategies Partner LID 10295877

Customer direct PO can be sent to ORDERS-PROCESSING-USA@hp.com

Qty.	MFG Part Number	HP Part Number	Product/Services Description	Unit Cost	Extended Cost
85	AE22ZDDAXHBX	A994734	A140 LTE - Intel Core i5-6200U Processor 2.3GHz, (No Webcam), Microsoft Windows 10 Pro x64 with 8GB RAM, 256GB SSD, Sunlight Readable (LCD+ Touchscreen), US Power Cord, Wifi+BT+GPS+4G LTE+Passthrough, Hard Handle, Micro SD, LAN x 2, Smart Card reader, Default - 21C, IP65, 3 Year Warranty B2B	$2,359.83	$200,585.55
85	GE-SVTBNFX5Y	A950936	Bumper to Bumper + Extended Warranty- Tablet (Year 4 & 5)	$477.53	$40,590.05
85	GMS2X6	A987405	A140 Shoulder strap (2-point)	$33.06	$2,810.10
85	OHHGTC8023	A986771	A140 Havis Vehicle Docking W/ Tri-Passthrough,W/ Bracket (Include 120W vehicle adapter)	$690.00	$58,650.00
85	590GBL000195	A991810	TG3 83 KEY, BACKLIT, TOUCHPAD, USB, COILED CORD, NO LOGO, BUNDLED 3 YEAR WARRANTY	$198.80	$16,898.00
25	GDOFUI	A986136	A140 Trolley Dock Station with AC adapter	$578.66	$14,466.50
85	GE-SVSRSMP2L	A994738	SELF MAINTENANCE PROGRAM - LEVEL TWO (SEMI-RUG, PER UNIT / > 150) Zero cost item but must be on PO		
5	GE-SVSYHDS1L	A994737	DISK IMAGING CONSULTING SERVICE - PER DAY Zero cost item but must be on PO		
		Total			**$334,000.20**

Tax Information

All orders subject to sales tax. If you are requesting exemption, please provide a copy of your Sales & Use Tax Exemption certification.

Special Instructions, Terms and Conditions, Comments

PUBLIC SECTOR CUSTOMERS RECEIVE FREE GROUND FREIGHT.

- Unless the customer has another valid agreement with HP this quotation is governed by HPs Standard Single Order Terms and Conditions. A copy of these terms can be found on-line (http://welcome.hp.com/country/us/en/privacy/termsofsale.html) or can be requested from your Customer Service or Sales Representatives. All orders must reference this HP quotation for acceptance. No other terms or conditions shall apply.

All sales are contingent upon credit review

After products are shipped, orders can not be canceled and no returns can be accepted. Some contracts are excluded from this policy

RESOLUTION NO. 18-277

A RESOLUTION AUTHORIZING A CONTRACT WITH HP INC. TO PROVIDE A GETAC TABLET WITH IMAGE CREATED BY GETAC SUPPORT AND CITY INFORMATION TECHNOLOGY.

WHEREAS, the City of Casper desires professional services to purchase and image Getac tablets; and

WHEREAS, PCN Strategies, Inc. located in Washington, District of Columbia, is willing and able to provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with HP, Inc. for professional service to purchase and image Getac tablets for the Casper Police Department.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payment throughout the term of the agreement in an amount not to exceed Three Hundred Thirty Four Thousand Dollars and Twenty Cents ($334,000.20).

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

APPROVED AS TO FORM:

Walter Trott III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

November 19, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director
Dan Elston, Building Official

SUBJECT: Re-Appointment of Members to the Contractor's Licensing and Appeals Board

Meeting Type & Date:
Regular Council Meeting, December 18, 2018.

Action Type:
Minute Action

Recommendation:
That Council, by minute action, re-appoint Steven Boyle, Utility Contractor Representative; and Jason Huber, Member At Large Representative, each to a three (3) year term expiring December 31, 2021.

Summary:
Membership for the Contractors' Licensing and Appeals Board is a solicited position and does not require advertisement as set forth by the 2018 International Building Code (IBC). Recommendations begin with the Contractors' Board regarding qualified candidates, the Secretary of the Board, Dan Elston will contact individuals to see if they are willing to serve. The Contractors' Board has a total of seven (7) members who serve three (3) year terms with a limit of two (2) terms. The appointments are voluntary positions.

The Contractors' Board recommendation is to re-appoint:

- Steven Boyle, Utility Contractor Representative – 3 year term, 2nd term
- Jason Huber, Member At Large Representative – 3 year term, 2nd term

Financial Considerations:
Not applicable.

Oversight/Project Responsibility:
Dan Elston, City Building Official, is responsible for coordinating the Contractors' Board.

Attachments:
Letters of Interest from Jason Huber and Steve Boyle
Terms of Board Members

To, The Honorable Mayor and City Council

I would like to be considered for reappointment on the Contractor Licensing Board for the Member at Large. My term from 1-01-2016 through 1-01-2019 will soon expire. I have found through the experiences of my first term the value of the Licensing Board and the important role they play in the construction industry in Casper.

As President of George T Sanders Supply Co., I have been able to see the contractors view from their perspective then also see the view of the Licensing Board from the City of Casper's perspective.

In this I have seen how important it is to achieve the common goal from both sides, which is to provide for the public safety and welfare of the citizens of Casper. Whether it be new construction, remodels, commercial, residential, done by Contractors or Owners there must be equal enforcement of the current Codes, Ordinances and Licensing and this can only be done through a qualified Licensing Board, on which I have been proud to serve for these last three years.

Thankyou for the opportunity to serve and it is my hope to continue.

Sincerely,

Jason Huber

President George T Sander Corp.

To, The Honorable Mayor and City Council

I would like to be considered for reappointment on the Contractors Licensing Board for the Excavation Contractor. As my first term began on 1-01-2016 and expires on 1-01-2019, it has been a great experience to be involved in all the areas of Licensing and Contractor issues that come before the Board, and it is my desire to fulfill my option for a second term.

I have lived my whole life in Casper and started my own Excavation Business in 1979. I started with a backhoe and little knowledge digging the trenches for power, cable T.V., phone and gas lines in what is now old subdivisions known as Sunrise 4 and 5.

Thru the years I have been fortunate to continue my Business without interruption to the present time. I currently excavate for large Multi-Million dollar single family homes with numerous pieces of excavating equipment from littlest Mini Excavator to large Dozers, Dump trucks, and compaction equipment.

I have had a good working relationship with most all General Contractors and City of Casper Inspectors thru out the years. I feel that my experience as a Business owner / operator and knowledge of the requirements to conduct a Business in Casper would be an asset to the Licensing Board. This would also allow me the opportunity to serve the Community in a way that I feel comfortable in .

Sincerely,

Steve Boyle

President/Owner

Boyles Excavation

Contractors' Licensing and Appeals Board
Terms of Board Members

Three (3) Year Term, max 6 years
Third Thursday of every month, 4:00 p.m., Casper City Hall , Downstairs Meeting Room
Council Liaison, Dallas Laird
Staff Liaison, Dan Elston

Zach Horner (Building Contractor), 1st Term, expiring 12/31/2019

Steven Boyle (Utility Contractor), 1st Term, expiring 12/31/2018

Jason Huber (At Large Member), 1st Term, expiring 12/31/2018

Scott Warren (Electrical Contractor), 2ndTerm, expiring 12/31/2020

Adam Hall (Mechanical Contractor), 1st Term, expiring 12/31/2019

John Haid (Plumbing Contractor), 2nd Term, expiring 12/31/2020

Andrew B. Elston (Engineer/Architect), 1st Term, expiring 12/31/2019

July 2018

November 27, 2018

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Appoint Terry Wingerter and Chuck Davis, and Re-Appoint Susan Frank and Fred Feth to the Casper Planning and Zoning Commission

Meeting Type & Date:
Regular Council Meeting, December 18, 2018.

Action Type:
Minute Action

Recommendation:
That Council, by minute action, appoint Terry Wingerter and Chuck Davis, and re-appoint Susan Frank and Fred Feth to the Casper Planning and Zoning Commission, to three (3) year terms expiring December 31, 2021.

Summary:
A public notice seeking applications for the Planning and Zoning Commission was published in the Casper Star-Tribune and on the City of Casper website. Only two (2) applications were received for the two (2), new openings. Likewise, Susan Frank and Fred Feth, are eligible for automatic reappointment under the rules of the City Council which specify individuals may serve up to two (2) full terms on the Planning and Zoning Commission. Both individuals submitted letters of interest to serve a second term.

Financial Considerations:
Not applicable.

Oversight/Project Responsibility:
Craig Collins, City Planner, is responsible for coordinating the Casper Planning and Zoning Commission.

Attachments:
Copy of Public Notice
Letters of Application

Public Service Opportunities

The Casper City Council is accepting applications from interested citizens who wish to serve as volunteer members of either the Planning and Zoning Commission or the Casper Historic Preservation Commission.

Planning and Zoning Commission:

This Commission's purpose is to oversee City planning and to provide an impartial voice to elected officials and citizens regarding current and long-range City planning issues facing Casper. The Planning and Zoning Commission is a board of seven (7) volunteer citizens of Casper that are appointed by the City Council and serve three (3) year terms. The Commission meets, in the evening, on the third Thursday of every Month at 6:00 p.m. at City Hall to consider applications for zone changes, plats/replats, annexations, site plans for new commercial and residential developments, conditional use permits, and various long-range planning initiatives. In addition to the monthly nighttime public hearings, Planning and Zoning Commissioners meet approximately once a month during lunchtime for training/work sessions. The Planning and Zoning Commission is supported by a professional City staff consisting of planners, engineers, building officials, emergency services, and public utilities personnel. Staff members analyze proposals and provide the Planning and Zoning Commission with reports on all proposals outlining pertinent background information, applicable laws, and adopted plans and policies.

Historic Preservation Commission:

This Commission's purpose is to oversee initiatives including conducting inventories of Casper's historic assets, proposing historic districts and sites, promoting awareness through a wide range of activities, and acting as advisors to public officials related to historic preservation issues. The Historic Preservation Commission is a board of eleven (11) volunteer citizens of Casper that serve three (3) year terms. The Commission meets on the second Monday of every Month at 8:30 am at City Hall.

What To Do If You Are Interested:

If you are interested in participating in the rewarding and important work of either the Historic Preservation Commission or the Planning and Zoning Commission, please submit a letter of interest outlining any relevant experience and the reasons that you believe you would be a good addition to the Commission that you are interested in, to the Community Development Director, 200 North David Street, Suite 205, Casper, Wyoming, 82601. Please note on the envelope or subject line: "Historic Preservation Commission Opening" or "Planning and Zoning Commission Opening." If you would like to be considered for both, please provide separate letters/envelopes for each. The deadline for applications is November 9, 2018.

Publish: Sunday, October 21, 2018 - Casper Star-Tribune
Sunday October 28, 2018 - Casper Star-Tribune

City Website – October 19, 2018 through November 9, 2018

Liz Becher

From: Terry Wingerter <terrywingerter@bresnan.net>
Sent: Thursday, November 08, 2018 9:25 PM
To: Liz Becher
Subject: Planning and Zoning Commission Opening

Dear Liz,

This consider this e-mail as my letter of interest in participating in the Planning and Zoning Commission. I have 20 years of experience as a Natrona County Commissioner and eight years of service on the Casper City Council. During this time I was on numerous city and county boards serving the citizens of the city and county along with being involved with several zoning and development issues. During my time on the city council during the 1980's and early 1990's, I served as council liaison to the Planning and Zoning Commission. I am very civic-minded, enthusiatic and have the time to commit to the commission. I would love to continue to be involved in our community with it's future growth and advise the city council. I am very interested in serving on the Planning and Zoning Commission and I appreciate the opportunity to be considered.

Terry Wingerter

---------- Original message ----------

From: lbecher@casperwy.gov
Date: Thu Nov 08 13:35:51 MST 2018
Subject: Planning Commission opening
To: terrywingerter@bresnan.net;

Date : Thu Nov 08 13:35:51 MST 2018
From : Liz Becher(lbecher@casperwy.gov);
To : Terry Wingerter(terrywingerter@bresnan.net);
Subject : Planning Commission opening
Attachments : Planning Commission - 2018c Public Service Opportunity newspaper.docx;

Hi Terry!!
Take a look at the attached notice. We would love for you to apply. You may either bring us your Letter of Interest, or email it to me at this email address.

In service, Liz

Liz Becher, Director
Community Development Department
City of Casper
235-8241

November 6, 2018

NOV - 7 2018

Ms. Liz Becher
Community Development Director
200 North David Street, Suite 205
Casper, WY 82601

RE: Position on the City of Casper's Planning and Zoning Commission

Dear Ms. Becher:

Persuant to the public notice posted in the *Casper Star Tribune*, please accept this letter as an expression of my interest in becoming a member of the City of Casper's Planning and Zoning Commission.

I am a retiree of the City of Casper and served as the Planning and Community Development Director for well over twenty-five years. I am generally familiar with the duties and responsibilities of the Planning and Zoning Commission. I understand the importance of good planning and zoning and how it can have a significant effect on the overall growth and development of the city, as well as the surrounding landscape, and other municipalities in the area.

The reason I am applying for a position on the commission is to be able to repay the city for the many benefits the City of Casper has provided me and my family, as well as to contribute to the ongoing development of this remarkable and attractive city which is a great asset to Natrona county and the state of Wyoming.

I have lived in Casper for over 60 years and would like to continue to be involved in the city's growth and development while enhancing Casper's position as the best place to live and work in the region.

Sincerely,

L. Charles (Chuck) Davis
2734 E. 8th St.
Casper, WY 82609

Susan G. Frank
3519 Aspen Lane
Casper, WY 82604
sfrank@pmch.com
(307) 259-4749 cell
(307) 265-4311 work

November 7, 2018

Community Development Director
200 North David, Suite 205
Casper, WY 82601

RE: Planning and Zoning Commission Reappointment

This letter will serve to notify you of my interest in being reappointed to the Planning & Zoning Commission. I have enjoyed serving the community on this board for the past three years. I would look forward to continuing in the same capacity for three additional years.

Thank you for your consideration.

Sincerely,

Susan G. Frank

Susan G. Frank

Frederick C. Feth
2300 Belmont Rd.
Casper, WY 82604
307-266-1530
Fred.feth1@gmail.com

November 5, 2018

Liz Becher
Community Development Director
City of Casper
200 North David
Casper, WY 82601

Dear Ms. Becher;

After having completed my three-year term on the Planning and Zoning Commission, I request reappointment to the Commission. Thank you for your consideration of this request.

Sincerely,

Frederick C. Feth

November 27, 2018

MEMO TO: J. Carter Napier, City Manager JCN

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

SUBJECT: Appoint Carrie Merrill and Cynthia Grieve to the Casper Historic Preservation Commission.

Meeting Type & Date:
Regular Council Meeting, December 18, 2018.

Action Type:
Minute Action

Recommendation:
That Council, by minute action, appoint Carrie Merrill and Cynthia Grieve to the Casper Historic Preservation Commission, to a three (3) year term expiring December 31, 2021.

Summary:
A public notice seeking applications for the Casper Historic Preservation Commission was published in the Casper Star-Tribune and on the City of Casper website. Only two (2) applications were received for the one (1), new opening. Interviews were conducted Monday, November 26, 2018 by members of the Casper Historic Preservation Commission and staff selected Ms. Merrill. Staff was notified on Tuesday, November 28, 2018 that Commissioner Butch Okes had made the decision to voluntarily step down which could allow Cynthia Grieve to fill her position.

Financial Considerations:
Not applicable.

Oversight/Project Responsibility:
Craig Collins, City Planner, is responsible for coordinating the Casper Historic Preservation Commission.

Attachments:
Copy of Public Notice
Letters of Application

Public Service Opportunities

The Casper City Council is accepting applications from interested citizens who wish to serve as volunteer members of either the Planning and Zoning Commission or the Casper Historic Preservation Commission.

Planning and Zoning Commission:

This Commission's purpose is to oversee City planning and to provide an impartial voice to elected officials and citizens regarding current and long-range City planning issues facing Casper. The Planning and Zoning Commission is a board of seven (7) volunteer citizens of Casper that are appointed by the City Council and serve three (3) year terms. The Commission meets, in the evening, on the third Thursday of every Month at 6:00 p.m. at City Hall to consider applications for zone changes, plats/replats, annexations, site plans for new commercial and residential developments, conditional use permits, and various long-range planning initiatives. In addition to the monthly nighttime public hearings, Planning and Zoning Commissioners meet approximately once a month during lunchtime for training/work sessions. The Planning and Zoning Commission is supported by a professional City staff consisting of planners, engineers, building officials, emergency services, and public utilities personnel. Staff members analyze proposals and provide the Planning and Zoning Commission with reports on all proposals outlining pertinent background information, applicable laws, and adopted plans and policies.

Historic Preservation Commission:

This Commission's purpose is to oversee initiatives including conducting inventories of Casper's historic assets, proposing historic districts and sites, promoting awareness through a wide range of activities, and acting as advisors to public officials related to historic preservation issues. The Historic Preservation Commission is a board of eleven (11) volunteer citizens of Casper that serve three (3) year terms. The Commission meets on the second Monday of every Month at 8:30 am at City Hall.

What To Do If You Are Interested:

If you are interested in participating in the rewarding and important work of either the Historic Preservation Commission or the Planning and Zoning Commission, please submit a letter of interest outlining any relevant experience and the reasons that you believe you would be a good addition to the Commission that you are interested in, to the Community Development Director, 200 North David Street, Suite 205, Casper, Wyoming, 82601. Please note on the envelope or subject line: "Historic Preservation Commission Opening" or "Planning and Zoning Commission Opening." If you would like to be considered for both, please provide separate letters/envelopes for each. The deadline for applications is November 9, 2018.

Publish: Sunday, October 21, 2018 - Casper Star-Tribune
Sunday October 28, 2018 - Casper Star-Tribune

City Website – October 19, 2018 through November 9, 2018

Historic Preservation Commission Opening

To Whom It May Concern:

I wish to apply for a volunteer position with the Historic Preservation Commission. The Commission has come to my attention, thanks to Dandee Pattee.

My interest in promoting and preserving our architectural, social and documented history began when I lived as an exchange student in the Baden-Württemberg region of southwestern Germany. I had never before seen such architectural wonders dating back hundreds of years and kept in pristine condition, all as a credit to the extensive efforts that the government of Germany puts into historical preservation. Upon my return to the States, my interest in historical architecture had bloomed, but I was also saddened in the fact that such preservation efforts do not occur as regularly in my home country as they do in Europe.

My interest in such history has only increased since my time in Germany. My personal vacations usually consist of travelling to areas specifically for the history located there, and most of these locations are in the Western United States. These travels, in addition to my extensive genealogy work with my family, creates layers of importance in so many of these locales, particularly within cemeteries large and small. Being able to actually promote this conservation of history through the Commission would help fulfill the desire I have had to help save our own local history and give our community the pride that I had seen so often in my travels through Europe.

Thank you for your consideration.

Carrie Merrill D.O., FACOG (Fellow of the American College of Obstetrics and Gynecology)

Business:
Casper Women's Care
770 E. 2nd Street
Casper, WY 82601

Home:
4231 Otter
Casper, WY
208-709-1741

November 5, 2018

Dee Hardy

Community Development

Historic Preservation Committee

Suite 205

200 N. David St.

Casper, WY 82601

Dear Ms. Hardy,

I am interested in applying for a volunteer position with Casper's Historic Preservation Commission; I feel I have significant experience in this area and would be happy to serve my community as a volunteer.

I have a Master's Degree in Social History from the University of Glasgow, will receive an Associate's Degree in Museum and Gallery Studies in spring 2019, and am currently teaching OLLI classes in history at Casper College. I am also a nationally certified interpretive guide, and am receiving training as a peer assessor through the Colorado Wyoming Association of Museums to assess security, storage, and environmental concerns for museums and galleries in Wyoming.

Beyond my education and experience I am also a second generation Casper native who is very passionate about history and the preservation of historical objects, structures and places.

My schedule is flexible and I would more than happy to serve the city and my community in this area. Please feel free to contact me be phone or email.

Thanks so much for your consideration, looking forward to hearing from you.

Sincerely,

Cynthia (Cyd) Grieve

grieve55@gmail.com

307-277-0585

November 27, 2018

NOV 28 2018

Dee Hardy
Casper Historic Preservation Commission

It is with a great deal of thought that I have decided to step down & resign my position on the Casper Historic Preservation Commission, effective now.
I have enjoyed being on this board, as a Casper native, but the time is right for me to resign.

Dorothy "Butch" Oker

November 30, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Appointment of Property Owners to the Old Yellowstone District Advisory Committee

Meeting Type & Date:
Regular Council Meeting, December 18, 2018.

Action Type:
Minute Action

Recommendation:
That Council, by minute action, reappoint Carol Martin, Patty McKenzie, and Karen Meyer to two (2)-year terms expiring December 31, 2020, and Susie Grant, David Kelley, Linda Wolcott, and Phillip Rael to one (1)-year terms, expiring December 21, 2019 on the Old Yellowstone District Advisory Committee.

Summary:
The rules of Procedure for the Old Yellowstone District Advisory Committee require that there be seven (7) property owner members, with alternating terms, as well as two (2) Planning and Zoning Commissioners and two (2) City Council members. The appointments are voluntary positions. There are currently seven (7) open property owner seats.

Public notice of the openings was published in the Casper Star-Tribune, with a request to submit a letter of interest to the Community Development Department by Friday, November 9, 2018. Seven (7) letters of interest were received by the noon deadline.

The letters of interest were reviewed by the remaining members of the Committee and a unanimous recommendation was brought forward. The recommendation is to appoint to a

Two (2) year term:

- Carol Martin, Martin & Company
- Patty McKenzie, Stellar Programming & Consulting
- Karen Meyer, Wyoming Automotive

One (1) year term:

- Susie Grant, Art 321
- David Kelley, Ashby Construction Inc.

- Linda Wolcott, Wyoming Plant Company
- Phillip Rael, State Farm

Oversight/Project Responsibility:
Liz Becher, Community Development Director

Attachments:
Public Notice
Letters of Interest

PUBLIC NOTICE

The City of Casper is in the process of soliciting applications from individuals interested in serving as members of the Old Yellowstone District Advisory Committee. The committee is comprised of seven (7) property owners and/or business owners from the Old Yellowstone District appointed by the Casper City Council. In addition, two City Council representatives, two Planning & Zoning Commissioners, and City staff will serve on the committee. The advisory committee plays an essential role in the City's plans to implement and promote the redevelopment of the Old Yellowstone District through discussion about development proposals, creation of outreach/neighborhood assistance programs, design and review of marketing materials, and recommendations related to the Form-Based Code.

Four (4) of the property owner committee seats are up for one-year term renewals this year; Three (3) of the property owner committee seats are up for two-year term renewals this year. If you are interested in serving as a member of this committee, please submit a letter of interest. The letter should include the following: a) highlights of the applicant's personal and business backgrounds; b) involvement the applicant has had on other advisory committees; and c) examples of outreach activities the applicant would like to accomplish. All applicants must currently own property or a business in the Old Yellowstone District.

Submit your letter of interest to the Community Development Office, Attn: OYD Committee, 200 North David Street, Casper, Wyoming, 82601, no later than 12:00 Noon on Friday, November 9th, 2018. Interviews will be scheduled with representatives of the OYD Advisory Committee.

For additional information and boundaries of the Old Yellowstone District, please contact Liz Becher – Community Development Director, at 307-235-8241 or lbecher@casperwy.gov, or visit www.oldyellowstonedistrict.com.

PUBLISH:
Wednesday, 10/31/2018
Sunday, 11/4/2018

Carol Martin
Martin & Company
613 W. Yellowstone
Casper, WY 82601

Dear City of Casper Community Development Department,

I am interested in continuing to serve as a member of the Old Yellowstone District (OYD) Advisory Committee. I have served for the past year as a property owner representative. I have enjoyed my service on the Committee, and believe that I have contributed value to the discussions and recommendations of the group. I have taken the information that is communicated at the meetings and shared it with my constituents in the neighborhood. I have brought questions forward to City staff and relayed those responses back to my fellow property owners. I support the OYD redevelopment plan and look forward to continuing to assist its implementation over the next several years. I appreciate the redevelopment efforts by the City in the core of this community. It is so important for economic sustainability.

Personal and Business Background

My husband and I bought our building (the former Natrona County Co-op) in April 1999 and redeveloped it into a trendy, mixed-use creation that we dearly love. It houses my hair salon, his martial arts studio, and an apartment with attached, fenced patio area for outdoor entertaining. Fellow business owners in the area either drop in or patronize our building, and its location is central to the pulse of the OYD.

Involvement on other Advisory Boards

My career in a personal service business limits the amount of time I have to give to community boards. I have been involved with the State Cosmetology Board, and I also organized a benefit walk for a friend who passed after a short, rare illness. The project helped me to heal from the sadness of losing her and I was pleased with the personal organization and leadership I displayed for the event.

Examples of Outreach Activities that Interest You for the OYD

I would like to help with developing target lists for potential businesses to recruit to the OYD. I would like to assist with the development of some of the creative promotional pieces for the OYD. I would like to brainstorm on additional festivals/events that could be planned for the area. I would be open to help research funding sources or grants that would fit specific developments in the neighborhood. I enjoy interactions with my business colleagues in the area. I will continue to seek out their ideas and concerns as development progresses. I believe that my personality and listening skills would be beneficial to facilitate conversation. I have a natural knack for design and I am positive about the way the City's guidelines can be incorporated into the neighborhood. I would be happy to work with fellow business owners, and suggest some creative upgrades to their properties.

I am passionate about the Old Yellowstone District. It is the home to my business, my friends, and I hope, my legacy. I would appreciate your consideration in re-appointing me.

Respectfully,

Carol Martin

Liz Becher

Subject: FW: OYD Committee letter of interest

From: Patty McKenzie [mailto:patricia@stellarstar.com]
Sent: Friday, November 09, 2018 12:14 PM
To: Liz Becher; Joy Clark
Subject: OYD Committee letter of interest

Hi Liz and Joy,

I am interested in joining the Old Yellowstone District Committee for a one or two year term.

I have owned property in the area since 2009 and have done extensive remodeling to our business.

I am very interested in keeping up to date on the activities in the district and helping to keep the neighbors informed on upcoming events and changes to the area.

I like to attend the meetings and will plan to continue attending if you include me on the committee or not.

Please let me know if this is the information you need for my application.

Thanks!
Patty

Patricia J. McKenzie

Stellar Programming & Consulting, Inc.
Custom Software Programming Since 1985
PO Box 1751
Casper, WY 82602-1751
www.StellarStar.com
cell: 307.262.3044
office: 307.234.3997

DUNS: 10-287-7573
Woman Owned Small Business (WOSB)
HUB Zone Qualified
NAICS: 541511 541512 511210 518210 519190 541519
Cage Code: 4UCT9

Liz Becher

From: Karen Meyer [mailto:pkmeyer2003@yahoo.com]
Sent: Friday, November 09, 2018 8:53 AM
To: Liz Becher
Subject: letter of interest for the OYD committee

Ms Becher: I am very interested in a position on the OYD board!! Having done it before, I feel I bring a little knowledge of the district, and how far it's come. While I think we can always use new people and new ideas, I feel that many of us that have been there from the start need to stay engaged. As Paul is stepping away for a while, I would like to come back on!! Thanks, Karen Meyer

Sent from my iPhone

ART 321

CASPER ARTISTS' GUILD

EST. 1924

9 November 2018

Community Development Office
Attn: OYD Committee
200 North David Street
Casper, WY 82601

Dear OYD Committee,

I am currently the Gallery Manager at ART 321 – the Casper Artists Guild and will be moving into the position of Executive Director here through a planned transition process at some point during the first quarter of 2019.

We are very proud of our location in the Old Yellowstone District and include this fact in written documents as well as sharing it with visitors who come into our facility.

While I have not been involved with other community-based advisory committees, I have served on a number of different committees at my sons' schools over the past two decades. I now have two sons attending the University of Wyoming and my third son is in his second year at Kelly Walsh. Here at ART 321, I was the chairman of the Events Committee prior to being hired as the Gallery Manager.

If selected to serve on the OYD Committee, my first goal would be to learn more about what the group has done in the past and how I might be able to contribute to outreach activities that might be ongoing. At ART 321, we work hard to be good neighbors to the businesses that surround us. I would hope that my work with the OYD Committee might become a logical extension of what has been a central part of our culture here.

Thank you,

Susie Grant

Susie Grant,
Gallery Manager

ART 321 * 321 W. Midwest Avenue * Casper, WY 82601
www.art321.org * 307.265.2655

Ashby Construction Inc

813 CY Avenue
Casper, WY 82601

(307)472-0146 Phone
(307)472-0149 Fax
build@ashbyconstruction.net
www.ashbyconstruction.net

My name is David Kelley, I have lived in Casper for almost 12 years. My wife is Jennifer and we have been married 22 years. We have 2 daughters and 1 son. Our oldest daughter is attending her first year at UW studying to be an art teacher. Our 2nd daughter is a junior at NC High School and is involved in soccer, student council and is one of only a handful of students taking a full IB schedule. Our son is in eighth grade at Dean Morgan and plays football.

I have been in the construction industry for 30 years. I attended the University of Nebraska studying construction management and received my Associates Degree in building construction. I have owned my own construction business for 15 years. In that time, I have built over 400 homes done countless remodels and some light commercial remodeling as well. My wife Jennifer is in the business with me and does all of the business aspects of our company as well as meeting with all of our clients to help them with their interior design choices of their new home. I run all of our project scheduling, ordering as well as some hands on projects as needed. One of the things that I am most proud of is the fact that our Corporation is completely debt free. We own all of our equipment, trucks etc. We worked hard to achieve that and continue to work hard to maintain it.

We recently purchased the old Milos Body shop on Midwest and Ash and are currently remodeling it to be our new office and design center. We are also currently coming up with plans to build on the same property, a multi-use building that will contain small business spaces with loft style apartments above them. I feel that my successful background in construction as well as the experience we are, and have had doing the remodel on our own building uniquely qualifies me for a position on this committee. I am familiar with the Form Based Code and feel that I have a good understanding of what The City of Casper would like to achieve with the OYD.

I have never had the opportunity to serve on any other advisory committees. Mainly in part because there haven't been any I was interested in. Being an owner in the OYD, and also being in the construction industry is why I am interested in being on this committee.

I would really like to see OYD do further outreach to existing businesses in town and let them know what is available in the downtown area. The response we have personally had with the new buildings that we are designing has been remarkable. I believe there are multiple businesses uniquely suited to be downtown that would move there, if they knew what is available and what is possible to do with older buildings.

I appreciate the opportunity to apply to this committee and look forward to any and all questions you may have.

Sincerely,

David Kelley

11/9/18

Wyoming Plant Company
358 S. Ash Street
Casper, WY 82601

November 08, 2018

Community Development Office
Attn: OYD Committee
200 N. David Street
Casper, WY 82601

Dear OYD Committee,

Hello. My name is Linda Wolcott and I would like to be considered for a position on the OYD Advisory Committee.

I am currently employed by Tom Heald at the Wyoming Plant Company in the heart of the OYD. At our garden center, I use my accounting background to handle the office workings, such as petty cash, accounts payable and accounts receivable, along with making sure we have sufficient operating supplies on hand and keeping our inventory in check. I am also involved in the ordering of plants and non plant items for sale.

I grew up on a ranch in the Pinedale, WY area where I learned a multitude of life long skills that I still use today. After many years of living, working in the accounting field and raising a family in California, Texas and Colorado, I was able to come back to Wyoming where I became the owner of a small working ranch to the west of Casper, where I raised cattle and grew and harvested alfalfa hay for 10 years until necessity caused me to sell my livestock and equipment. I do still own the property.

During the past few years, I have seen the upgrades and accomplishments in the OYD District, including the Addition of the David Street Station and the water features, planters and the brick work on West Yellowstone Street. I want to be a part of this committee as I am committed to serving the OYD.

Although I have not served on an advisory committee in the past, I definitely would like to be a part of the OYD.

Sincerely,

Linda Wolcott
Wyoming Plant Company
307-262-2963
linda.wyomingplantcompany@gmail.com

Phillip Rael

a) highlights of the applicant's personal and business backgrounds

I am an insurance agent and financial services specialist with state farm. This requires me to demonstrate integrity and be public and business facing every day. Also I have owned two businesses.

b) involvement the applicant has had on other advisory committees

I'm currently on the 4-H Foundation Board for Natrona County and the Central Wyoming SCI board

c) examples of outreach activities the applicant would like to accomplish

I know the OYD is active in hosting events at no/low cost to non-profits. I would like that to continue and I will continue you to drive business to support these things. I'm a member of the 4-H Foundation Board and I was an integral part of having the Yellowstone Garage host our dinner on January 26th, 2019.

I am also on the Central Wyoming SCI Committee and we've had our monthly dinners at the Yellowstone garage per my request.

Activity drives everything and the more we are active trying to get business and give business the better it's going to be.

State Farm®
Phillip Rael

November 27, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Tom Pitlick, Financial Services Director
John Henley, City Attorney

SUBJECT: Authorize the discharge of $126,766.63 uncollectible Local Assessment District (LAD) accounts receivable balances in accordance with W.S. 15-6-426.

Meeting Type & Date
Regular Council Meeting
December 18, 2018

Action Type
Minute Action

Recommendation
That Council, by Minute Action, authorize the discharge of $126,766.63 of uncollectible Local Assessment District (LAD) accounts receivable balances, including interest and late fees, in accordance with W.S. 15-6-426.

Summary
During the May 15, 2018, Council pre-meeting, it was brought to Council's attention that a number of Local Assessment District (LAD) billings are delinquent. These LAD's were formed, by Resolution, as a mechanism to identify and fund various property improvements within defined districts of the City. Each Resolution allowed affected property owners a ten year payback period with interest rates varying from 4% to 12% and the provision of a 5% late fee. As additional security, a property lien was also filed by the City on all assessed properties through the Natrona County Clerk's office.

Property owners of original record have continuously received annual statements advising them of the amount still owed. W.S. 15-6-426, however, states "An action to collect any special assessment or installment for local improvements of any kind, or to enforce the lien on any such assessment or installment, whether brought by a city or town or by the holder of any certificate of delinquency, or by any other person having the right to bring the action, shall be commenced within ten (10) years after the assessment becomes delinquent or within ten (10) years after the last installment becomes delinquent." Attached for reference is a CITY OF CASPER LAD REPORT as of August 28, 2018 (Attachment A) along with a listing of original property owners of record (Attachment B). As illustrated in the report, all but two (LAD 153 & 156) have exceeded the ten year statute of limitations as defined in W.S. 15-6-426 and have consequently been deemed uncollectible.

Financial Considerations
This action will decrease the accounts receivable balance in Fund 20 (LAD Assessment Fund) resulting in a corresponding reduction in net assets.

Oversight/Project Responsibility
Tom Pitlick, Financial Services Director

Attachments:
-Attachment A - City of Casper LAD REPORT
-Attachment B – Property Owner Listing

ATTACHMENT A

CITY OF CASPER LAD REPORT as of August 28, 2018

LAD Number	Date Assessment First Billed	Beginning Number of Properties in LAD	Number of Properties with Open Balance	Assessment Balance still Owing				LAD Description
105-A	4/20/1987	9	1	2,826.65	423.99	1,085.53	1,317.13	Alley Assessment
117	2/17/1989	119	9	19,587.13	2,508.78	7,388.14	9,690.21	Street Assessment
127	8/21/1984	152	11	13,904.48	2,110.11	6,237.45	5,556.92	Street Assessment
140	6/1/1987	378	3	6,211.16	1,024.06	2,490.77	2,696.33	Storm Sewer Assessment
142	2/17/1987	263	2	4,576.59	691.68	1,715.68	2,169.23	Street Assessment
144	3/21/1987	57	1	952.61	477.73	267.54	207.34	Street/Storm Sewer Assessment
145	2/28/1988	384	3	4,625.87	913.62	1,926.22	1,786.03	Street Assessment
149-1	9/15/1996	197	3	17,480.14	5,142.44	6,580.86	5,756.84	Street Assessment
149-2	4/21/1997	403	4	36,680.00	8,570.24	14,668.54	13,441.22	Street Assessment
150	1/8/1998	377	4	4,819.92	1,199.60	1,883.01	1,737.31	Street/ Storm Sewer Assessment
151	5/16/1999	4	1	15,102.08	4,401.40	5,993.10	4,707.58	Street Assessment
Total		2343	42	126,766.63	27,463.65	50,236.84	49,066.14	

CURRENT								
153	8/27/2003	310	6	17,097.49	6,854.91	6,026.47	4,216.11	Ft.Casper Phase I - Sidewalk
156	12/21/2011	289	40	148,707.75	104,160.22	28,561.54	15,985.99	Ft. Casper Phase II - Sewer/Sidewalk

ATTACHMENT B

	LAD Property Address	Owner Name	LAD Balance	LAD Distirct	LAD Description
1	1037 E 15 St.	Pacheco, Joseph	$ 2,826.65	105-A	Butler - Alley Assessment
2	1102 N McKinley St.	Corrigan, Edward M	$ 644.82	117	N Casper Addition / N. Washington Pk - Street Assessment
3	837 N. Glenarm St.	Bunny, Donna M.	$ 1,762.90		
4	722 N. Lincoln St.	Bell, John	$ 2,142.90		
5	1102 N. McKinley St.	Corrigan, Edward M	$ 644.82		
6	1102 N. McKinley St.	Corrigan, Edward M	$ 644.82		
7	1102 N McKinley St.	Corrigan, Edward M	$ 6,123.94		
8	837 N. Glenarm St.	Bunny, Donna M.	$ 1,762.87		
9	722 N. Lincoln St.	Bell, John	$ 2,142.88		
10	933 N. McKinley St.	Bishop, James L.	$ 3,717.18		
			$ 19,587.13		
11	1009 St. John St.	Corrigan, Galen	$ 1,490.10	127	North Casper Phase 2 - Street Assessment
12	1042 St. John St.	Glenn, Tashia Easter	$ 1,424.91		
13	1024 St. John St.	Belving, Georgia	$ 1,682.09		
14	1024 St. John St.	Belving, Georgia	$ 1,716.06		
15	406 E 'F' St.	Linaman, Kevin	$ 598.15		
16	406 E 'F' St.	Linaman, Kevin	$ 601.33		
17	406 E 'F' St.	Linaman, Kevin	$ 601.33		
18	406 E 'F' St.	Linaman, Kevin	$ 401.91		
19	1019 N. Durbin St.	Kirkwood, Porter	$ 2,252.70		
20	1019 N. Durbin St.	Kirkwood, Porter	$ 2,462.73		
21	1009 St. John St.	Corrigan, Galen	$ 673.17		
			$ 13,904.48		
22	3025 Cabin Creek	Hogan, Gretchen A	$ 3,144.35	140	River West Estates - Storm Sewer Assessment
23	6356 Village Dr.	Reedy Sr., Daniel C.	$ 2,555.29		
24	6616 Village Dr.	Jindrick, Mark	$ 511.52		
			$ 6,211.16		
25	218 E 'J' St.	Mapp, Herbert	$ 2,288.30	142	N. Burlington - Street Assessment
26	218 E 'J' St.	Mapp, Herbert	$ 2,288.29		
			$ 4,576.59		
27	1981 Nottingham Dr.	Simmons, James L.	$ 952.61	144	Pratt II / III (Nottingham)- Storm Sewer Assessment
28	3025 Cabin Creek	Hogan, Gretchen	$ 1,815.25	145	River West Estates - Street Assessment (Curb, Gutter, Sidewalk)
29	6356 Village Dr.	Reedy Sr., Daniel C.	$ 1,938.90		
30	6616 Village Dr.	Jindrick, Mark	$ 871.72		
			$ 4,625.87		

31	3004 Hamilton Way (CFD with Gus Kamoboris)	Todd, William	$ 7,872.73	149-1	University Park - Street Assessment
32	208 N. Sun Dr.	Hawn, Walter	$ 8,155.41		
33	3065 Gary Ave.	Ise, Thomas H.	$ 1,452.00		Harden Addition
			$ 17,480.14		
34	343 Siskin St.	Mahoney, Daniel J.	$ 6,030.96	149-2	University Park - Street Assessment
35	226 N Nebraska Ave.	Propes, Ray E.	$ 6,883.87		
36	126 Northway Ct	Compton, Kenneth	$ 16,881.30		
37	134 N Pennsylvania Ave.	Mason, Jerry L.	$ 6,883.87		
			$ 36,680.00		
38	6356 Village Dr.	Reedy Sr., Daniel C.	$ 1,326.33	150	River West Estates - Street Assessment
39	6616 Village Dr.	Jindrick, Mark	$ 1,270.34		
40	6639 Bailey Place	Cascio, James J.	$ 1,326.33		
41	3073 Herrington Dr.	Siedenburg, Charles	$ 896.92		
			$ 4,819.92		
42	3004 Hamilton Way	Kamboris, Gus	$ 15,102.08	151	Casper Addition - Hamilton Street Assessment
	TOTAL		$ 126,766.63		