REGULAR COUNCIL MEETING
Tuesday, February 20, 2018
6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

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

II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.

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

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

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

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

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

AGENDA

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MUNICIPAL COURT JUDGE HAND ISSUES OATH OF OFFICE TO CITY ATTORNEY HENLEY, CITY MANAGER NAPIER, AND POLICE CHIEF MCPHEETERS

4. CONSIDERATION OF MINUTES OF THE FEBRUARY 6, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON FEBRUARY 14, 2018

5. CONSIDERATION OF MINUTES OF THE FEBRUARY 6, 2018 EXECUTIVE SESSION – PERSONNEL

6. CONSIDERATION OF BILLS AND CLAIMS

7. BRIGHT SPOTS IN OUR COMMUNITY – SAFE RIDE UPDATE– MIKE REID

8. ESTABLISH DATE OF PUBLIC HEARING

   A. Consent

      1. Establish March 6, 2018 as Public Hearing Date for Consideration of:

         a. Ordinance Amending Section 17.12.120 of the Casper Municipal Code Pertaining to **Fences, Walls, Hedges, Shrubs, Trees, Accessory Buildings and Accessory Uses**.

9. PUBLIC HEARINGS

   A. Resolutions

      1. Authorizing a Real Estate Purchase Agreement with **1890 Holdings, LLC**, in the Amount of $300,500, for **Economic Development Purposes**.

      2. Authorizing a Real Estate Purchase Agreement with **Ashby Construction, Inc.**, in the Amount of $220,000, for **Economic Development Purposes**.

   B. Minute Action

      1. Transfer of Ownership Interest in Three (3) Retail Liquor Licenses.

         a. **Retail Liquor License No. 18**, 3OH7 Hospitality, LLC d/b/a C85 @ **The Wonder Bar**.

         b. **Retail Liquor License No. 3**, Triple C Food & Beverage, d/b/a C85 @ **The Pump Room**.

         c. **Retail Liquor License No. 29**, Double C Hospitality, LLC, d/b/a C85 @ **Galles Liquor Mart**.

9. PUBLIC HEARINGS (continued)

B. Minute Action

2. Transfer of Ownership Interest in Three (3) Retail Liquor Licenses.

a. **Retail Liquor License No. 23**, Johnson Restaurant Group, Inc. d/b/a **CY Discount Liquors**, Located at 840 CY Avenue.

b. **Retail Liquor License No. 12**, Firerock Hospitality Group, LLC d/b/a **Firerock Steakhouse**, Located at 6100 E 12th Street.

c. **Retail Liquor License No. 15**, OC Casper, LLC d/b/a **Old Chicago**, Located at 3580 East 2nd Street.

3. **Annual Renewal** of All City of Casper **Liquor Licenses**.

10. RESOLUTIONS

A. **Parents and Friends of Lesbians and Gays** (PFLAG) Resolution.

1. Reverend Dee Lundberg
2. Keith Goodenough
3. Larry Harrington
4. Rob Johnston
5. Ruth Ann Leonard
6. Mallory Pollock
7. Amber Pollock
8. Linda Bergeron
9. James Olm
10. Maggi Murdock
11. Jeffrey Snyder
12. John E. Hill
13. Bob Brechtel
14. Elena Nachbar
15. Linda Clifford
16. Rob Peterson
17. Kathy Ide

B. Non-Discrimination Resolution

1. Amendment

C. Consent

1. Authorizing Transfer of Ownership of the **Rotary Clock** from the Rotary Club to the City of Casper.

2. Authorizing a **Wyoming Department of Transportation** M-54 Utility License for a new 12" Water Transmission Main for the **West Casper Zone II Water System Improvements Project**.

10. RESOLUTIONS (continued)

C. Consent

3. Accepting a 20-foot Right-of-Way Easement from **Daniel S. Herrera and Jennifer K. Herrera**, in the Amount of $4,248.17, as part of the **West Casper Zone II Water System Improvements Project**.

4. Authorizing a Contract for Professional Services with **Recykling Industrial Repairs, Inc.**, in an Amount Not to Exceed $99,000, for **Baler Maintenance Support**.

5. Authorizing a Procurement Agreement with **Raven Industries, Inc.**, in the Amount of $144,157.13, for the **Casper Balefill Closure – Geosynthetics Procurement Project**.

6. Authorizing an Agreement with **Erosion Control Applications, Inc.**, in the Amount of $63,325.53, for the **Casper Balefill Closure Geosynthetics Installer Project**.

7. Authorizing an Agreement with **Dan Hart Patrol Service LLC**, in the Amount of $572,602.50, for the **Casper Balefill Closure Earthworks Project**.

8. Authorizing an Agreement with **Transmission Distribution Services**, in the Amount of $154,585, for the **2018 Pedestrian Pathways Project**.

9. Authorizing a License Agreement with **Advanced Communications Technology, Inc.**, for the Installation of **Buried Fiber Optic Cable Infrastructure**.

10. Authorizing an Agreement with **Global Packaging Solutions LLC**, in the Amount of $219,520 for the 2018 **Solid Waste Baler Bag Procurement Project**.

11. Authorizing the Assignment and Assumption of the Lease Agreement from **C & R Enterprise to Cowboy Smokehouse** for the Food and Beverage Operation at the **19th Hole Restaurant**.

12. Accepting a Grant from the **Wyoming Office of Homeland Security**, in the Amount of $73,110, for the Purchase of **Regional Response Equipment**.

13. Authorizing an Agreement with **Communication Technologies, Inc.**, in the Amount of $36,990, for the Purchase and Installation of Police **Vehicle Equipment and Accessories in Five (5) New Ford Interceptor SUVs**.

11. MINUTE ACTION

A. Consent

1. Appointment of **Planning & Zoning Commissioners** to the **Old Yellowstone District Advisory Committee**.

2. Appointments of **Property Owners Representatives** to the **Old Yellowstone District Advisory Committee**.

3. Authorizing the Purchase of **Ballistic Vests**, in the Amount of $25,695.00, from **Warrior Kits Safety and Survival Gear**.

4. Authorize the Discharge of $7,985.56 of **Uncollectible Accounts Receivable Balances**, Aged between the Dates of October 1, 2012 and December 31, 2012.

5. Time Extension for **Retail Liquor License No. 8**, Good to Go Stores, LLC, d/b/a **Good to Go**.

6. Time Extension for **Microbrewery No. 3**, Wyoming State Brewing Company, LLC, d/b/a **Wyoming State Brewing Company**.

12. COMMUNICATIONS

A. From Persons Present

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

14. ADJOURNMENT

Upcoming Council meetings

Council meetings
6:00 p.m. Tuesday, March 6, 2018– Council Chambers
6:00 p.m. Tuesday, March 20, 2018 – Council Chambers

Work sessions
4:30 p.m. Tuesday, February 27, 2018 – Council Meeting Room
4:30 p.m. Tuesday, March 13, 2018– Council Meeting Room

ZONING CLASSIFICATIONS			
FC	Major Flood Channels & Riverbanks	PUD	Planned Unit Development
AG	Urban Agriculture	HM	Hospital Medical
R-1	Residential Estate	C-1	Neighborhood Convenience
R-2	One Unit Residential	C-2	General Business
R-3	One to Four Unit Residential	C-3	Central Business
R-4	High-Density Residential	C-4	Highway Business
R-5	Mixed Residential	M-1	Limited Industrial
R-6	Manufactured Home (Mobile) Park	M-2	General Industrial
PH	Park Historic	SMO	Soil Management Overlay
HO	Historic Overlay	ED	Education
OB	Office Business	OYD	Old Yellowstone District

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
February 6, 2018

Casper City Council met in pre-meeting at 5:30 p.m., Tuesday, February 6, 2018, in the Council Meeting Room. Present: Councilmembers Hopkins, Huckabay, Humphrey, Johnson, Laird, Morgan, Powell, Walsh and Mayor Pacheco.

At 5:39 p.m., it was moved by Councilmember Laird, seconded by Councilmember Powell, to adjourn into executive session to discuss personnel. Motion passed.

At 5:53 p.m., it was moved by Councilmember Johnson, seconded by Councilmember Hopkins, to adjourn the executive session. Motion passed.

Casper City Council then met in regular session at 6:00 p.m. in the Council Chambers. Mayor Pacheco led the audience in the Pledge of Allegiance.

Moved by Councilmember Walsh, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the January 16, 2018, regular Council meeting, as published in the Casper-Star Tribune on January 27, 2018. Motion passed.

Moved by Councilmember Hopkins, seconded by Councilmember Humphrey, to, by minute action, approve the minutes of the January 17, 2018, executive session. Motion passed.

Moved by Councilmember Huckabay, seconded by Councilmember Johnson, to, by minute action, approve payment of the February 6, 2018, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims
02/06/18

Arcadis	Services	$3,820.44
ArrowheadHeating	Services	$3,717.67
AtlanticElectric	Services	$1,166.00
ATSSpec	Shipping	$4,222.00
Auto&Elect	Supp	$1,320.00
Balefill	Services	$73,407.65
BankOfAmerica	Goods	$305,421.34
BHEnergy	Services	$43,035.63
BHoffman	Refund	$47.89
BigBrthsBigSstrs	Funding	$5,162.28
BKeeling	Refund	$45.54
Brenntag	Goods	$9,209.40
CarolinaSoftware	Services	$700.00
CasperHousingAuth	Projects	$36,779.95

CasperPubSafetyComm	Services	$3,195.02
CATC	Funding	$121,368.71
Centurylink	Services	$18,598.94
ChildrensAdvocacyProject	Funding	$20,000.00
CIGNA	Services	$11,305.63
CityofCasper	Services	$9,319.42
CivilEngineeringProfessionals	Projects	$76,924.44
CLewis	Refund	$16.65
CntrlWyRscMssn	Funds	$60,367.30
CollectionCenter	Services	$789.44
CommTech	Goods	$790.05
Comtronix	Services	$744.00
CZiehl	Reimb	$75.00
DCardinal	Refund	$49.41
DDonnely	Refund	$52.45
Dell	Goods	$1,545.47
DeltaDental	Services	$1,540.00
DesertMtn	Goods	$14,099.89
Diebold	Supp	$588.98
DowntownDevelopmentAuth	Funding	$1,274,974.91
DPCIndustries	Goods	$6,530.16
E Becher	Reimb	$243.00
EatonSls	Parts	$202.28
EnvironmentalCivilSolutions	Services	$7,025.88
EnvrnmntlSystRsrch	Training	$52,500.00
FirstData	Services	$5,820.45
FirstIdea	Supp	$9,500.00
FirstInterstateBank	Services	$168.71
FirstInterstateBank	Services	$2,137.08
FmlyJrnyCtr	Services	$1,590.98
GarlickLaw	Services	$2,809.30
GolderAssociates	Services	$1,377.34
GovtJobs	Services	$12,750.00
GrimshawConst	Refund	$12.98
GrizzlyExcavating	Projects	$7,238.32
GSGArchitecture	Services	$37,439.55
GYoneda	Reimb	$47.29
Hach	Goods	$1,376.94
HDavidson	Refund	$54.47
HDR Engineering	Projects	$2,337.38
Homax	Goods	$52,445.58
InbergMillerEngineers	Services	$1,801.13
Installation&Svc	Projects	$3,206.25

InterwestPpr	Supp	$1,159.44
ISC	Supplies	$75,683.51
J Stevens	Reimb	$120.00
JHorkan	Refund	$16.91
JJAllred	Refund	$54.47
JMateri	Refund	$6.79
JMoyer	Refund	$46.87
JTLGroup	Services	$284.00
KCWY-TV	Services	$285.00
KellySvcs	Services	$3,021.70
KHowel	Reimb	$1,353.01
KJohnston	Reimb	$47.25
KKimery	Refund	$58.02
KMcPheeters	Reimb	$987.84
KRoberts	Reimb	$179.22
KRollison	Reimb	$99.85
KSPreisler	Refund	$15.65
KTWO-TV	Services	$1,020.00
KubwaterResources	Goods	$5,018.98
LHarvey	Refund	$37.02
LnclnNtlLife	Services	$267.65
LongBuildingTech	Services	$598.82
MCarlton	Refund	$26.85
MMcdaniels	Reimb	$69.30
MSmith	Refund	$26.94
Nalco	Supp	$32,407.20
NAmericanUV	Supplies	$27,900.00
NatronaCountyCommissioner	Services	$264,169.82
NCHealth Dept	Funding	$135,000.00
NCSheriffsOffice	Funding	$77,791.28
NewcomTechnologies	Services	$1,200.00
NicolaysenMuseum	Funding	$5,025.00
OneCallofWy	Services	$198.75
Parkridge	Refund	$12.67
Pntwrks	Services	$176.65
PostalPros	Services	$9,839.20
PvrtyRestncFoodPntry	Funding	$5,461.77
Raftelis	Services	$5,220.25
RamshornConstruction	Projects	$74,924.00
RMickelson	Refund	$7.21
RockyMtnPower	Services	$207,484.66
RodBarstadsPnt	Services	$3,982.44
RYoung	Reimb	$93.62

ScienceZne	Funds	$122,141.73
SeniorPatientAdvocates	Services	$900.00
ShamrockEnv	Services	$162,239.38
SHurst	Refund	$21.92
SkylineRanches	Services	$529.57
Smarsh	Services	$1,779.00
SolidWasteProfessionals	Services	$3,277.44
Spectrum	Funding	$43,527.00
SpillmanTechnologies	Services	$165.00
StealthPartnerGroup	Services	$55,600.61
SWL	Services	$1,100.11
TDach	Reimb	$72.49
TretoConstruction	Projects	$121,683.42
TRoeber	Refund	$57.70
Tweed'sWholesale	Goods	$359.55
Twhitman	Reimb	$165.00
UWCo-opExt	Services	$25,136.00
WasteWaterTreatment	Funding	$318,315.54
WaterTechnologyGroup	Services	$5,330.00
WBohman	Reimb	$1,018.21
WesternBusiness	Services	$2,765.00
WesternWaterConsult	Services	$7,199.00
WestlandPark	Services	$2,112.81
WilliamsPorterDay	Services	$209.00
WorthingtonLenhart&Carpenter	Services	$16,613.13
WWohl	Reimb	$60.00
WyDeptAgriculture	Services	$25.00
WyDeptEmployment	Services	$12,741.38
WyDivisionCriminalInvestigation	Services	$75.00
WYSymphony	Funding	$5,817.80
WyWaterDevCommission	Services	$9,750.00
WYWtrQlty	Goods	$60.00
YouthCrisisCenter	Funding	$30,000.00
		$4,434,944.79

Moved by Councilmember Hopkins, seconded by Councilmember Johnson, to, by minute action, establish February 20, 2018, as the public hearing date for the consideration of:

a. Transfer of ownership interest in three (3) Retail Liquor Licenses.

1. Retail Liquor License No. 18, 3OH7 Hospitality, LLC d/b/a C85 @ The Wonder Bar;
2. Retail Liquor License No. 3, Triple C Food & Beverage, d/b/a C85 @ The Pump Room;
3. Retail Liquor License No. 29, Double C Hospitality, LLC, d/b/a C85 @ Galles Liquor Mart; and

b. Transfer of ownership interest in three (3) Retail Liquor Licenses.

1. Retail Liquor License No. 23, Johnson Restaurant Group, Inc. d/b/a CY Discount Liquors, located at 840 CY Avenue;
2. Retail Liquor License No. 12, Firerock Hospitality Group, LLC d/b/a Firerock Steakhouse, located at 6100 E 12th Street;
3. Retail Liquor License No. 15, OC Casper, LLC d/b/a Old Chicago, located at 3580 East 2nd Street; and

c. Sale of City-owned property for economic development purposes pursuant to W.S. § 15-1-112(b)(i)(D); and

d. Parents and Friends of Lesbians and Gays (PFLAG) Non-Discrimination Resolution.

Councilmember Huckabay abstained from voting on the hearing date for the transfer of ownership interest for Retail Liquor License Nos. 18, 3, and 29. Councilmember Hopkins voted aye to establish the hearing date for the non-discrimination resolution, all others voted nay. Motion passed for the two liquor license items and the sale of City-owned property. Motion failed for the non-discrimination resolution.

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

ORDINANCE NO. 1-18

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

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

SECTION 1. DEFINITION OF TERMS

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

A. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.

B. "Basic Cable Service" means any service tier which includes the retransmission of local television broadcast signals.
C. “Board/Council" means the governing body of the Grantor.
D. "Cable Service" means (i) the one-way transmission to subscribers of video programming or other programming service, and (ii) subscriber interaction, if any, which is required for the selection or use of such Video Programming or any other lawful programming service.
E. "Cable System," is defined as set forth in the Cable Act.
F. "Cable Act" means the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. § 521, et seq.
G. "Channel" means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
H. "City" means the City of Casper, Wyoming, a municipal corporation or the lawful successor, transferee, or assignee thereof.
I. "FCC" means the Federal Communications Commission and any successor governmental entity thereto.
J. "Franchise" means the non-exclusive rights granted pursuant to this Franchise to construct, operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.
K. "Grantee" means Bresnan Communications, LLC or the lawful successor, transferee, or assignee thereof.
L. "Grantor" means the City of Casper, Wyoming, a municipal corporation or the lawful successor, transferee, or assignee thereof.
M. "Gross Revenue" means all revenue, as determined in accordance with generally accepted accounting principles, derived by the Grantee and its affiliates, from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable state law; and (5) any EG capital grant (as defined in Section 12.5 hereof) recovered from Subscribers.
N. "Person" means an individual, partnership, association, organization, corporation, trust or governmental entity.
O. "Service Area” means the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 5.3 hereto.
P. "State" means the State of Wyoming.
Q. "Service Tier" means a category of cable service or other services provided by a cable operator and for which a separate rate is charged by the cable operator.
R. "Street" or "Public Ways" includes each of the following located within the Service Area: public streets, roadways, freeways, courts, boulevards, sidewalks, parkways, lanes, drives, circles, highways, bridges, land paths, avenues, alleys, easements, rights-of-way and similar public ways and extensions and additions thereto, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
S. "Subscriber" means any Person lawfully receiving Cable Service from the Grantee.

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

SECTION 2. Grant of Franchise

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

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

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

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

SECTION 3. Franchise Renewal

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

SECTION 4. Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its Council, officers, boards, commissions, agents, and employees for all claims for injury or death to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and shall indemnify and hold Grantor, its Council, officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury or death to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor at least ten (10) calendar days prior to the deadline for responding to the claim or action, and if no such deadline exists, within thirty (30) days of Grantor's receipt of the claim or action. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or

compromise any claims arising hereunder, and shall pay for such defense (including, but not limited to, all costs, expenses and attorney fees incurred by Grantee for assuming the defense of the Grantor), and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee may be excused from any obligation to represent the Grantor at the Grantor's sole discretion. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct of the Grantor or for the Grantor's use of the Cable System, including any EG channels. Grantee's compliance with these indemnity provisions shall in no way limit any other remedies available to the City under this Franchise or at law or equity.

4.2 Insurance.

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

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

B. The Grantor shall be added as an additional insured, arising out of work performed by the Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

D. Grantee agrees to maintain insurance in the amounts herein, subject to statutory maximum liability amounts in Section 4.2, throughout the term of the Franchise. If Grantee cancels any policy, it shall immediately obtain a replacement policy and provide a new certificate to the Grantor evidencing new coverage within thirty (30) days. At no time shall the Grantee have any gaps in the coverage or the amounts herein specified.

E. Upon request by the Grantor, the Grantee shall provide the Grantor with policy endorsements listing the Grantor as an additional insured. The Grantor's failure to request or review such insurance certificates or policies shall not affect Grantor's rights or the Grantee's obligations hereunder.

F. It is recognized by and between the parties to this Franchise that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statute § 1 39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Franchise, or any subsequent terms, then Grantor shall notify Grantee in writing. Upon such notification, Grantee shall issue a revised policy endorsement to the Grantor with coverage for the maximum liability amounts under the Wyoming Governmental Claims Act.

SECTION 5. Service Obligations & Availability

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

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

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

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

5.5 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, subject to the conditions set forth below and Section 5.3 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall, within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor, if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area (to the extent addresses exist) in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.5 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 6. Construction and Technical Standards

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

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

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

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

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

SECTION 7. USE OF STREETS AND PUBLIC WAYS

7.1 General Conditions.

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

B. Subject to the terms of this Franchise, the Grantee may not endanger nor unreasonably interfere with the lives or property of persons; unreasonably interfere with property of the Grantor or any public utility; or unnecessarily hinder or obstruct use of the Public Ways. The Franchise does not establish priority for use of Public Ways over holders of other permits or franchises; it grants no vested interest in occupying any particular position in the Public Ways. The Grantor shall control distribution of space in the Public Ways.

C. The Grantee shall expeditiously carry out all of its operations during the course of any construction, repairs or maintenance operations on Public Ways of the Grantee.

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

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

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

7.5 Restoration of Public Ways and Public Property.

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. Service and Rates

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

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

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

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

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

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

SECTION 9. Franchise Fee

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

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

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

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

SECTION 10. Transfer of Franchise

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

SECTION 11. Records, Reports and Maps

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

11.2 Records Required.

The Grantee shall at all times maintain:

A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.

B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

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

11.4 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on

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

SECTION 12. Education and Government (EG) Access

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

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

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

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

12.5 Capital Support for Education and Government Access Channel. Grantee shall provide an EG capital grant in the amount of Twenty Thousand Dollars ($20,000.00), payable to the

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

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

SECTION 13. Enforcement or Revocation

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

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

13.3 Grantee's Right to Cure or Respond. The Grantee shall have ninety (90) days from receipt of the Default Notice to (i) respond to the Grantor, contesting the assertion of default, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the ninety (90) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed. During this time the Grantor shall make reasonable efforts to make any employee of Grantor available for interview by Grantee, and shall provide information that serves as the basis for default allegation available to Grantee.

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

A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

B. Commence an action at law for monetary damages or seek other equitable relief; or

C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

D. Upon revocation of the Franchise, Grantor may require Grantee to remove the Cable System from the Streets of the Grantor.

13.5 Revocation Procedure.

A. If the Grantee fails to respond to the Default Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Grantor may seek to revoke the Franchise as outlined in this subsection.

B. Prior to holding a public hearing on whether or not to revoke the Franchise, the Grantor shall give sixty (60) days' written notice to the Grantee. The notice shall set forth the exact nature of the default. During those sixty (60) days the Grantee may either object in writing and state its reasons for such objection, and provide any explanation or to cure the alleged default.

C. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

D. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript or recorded video of the proceeding shall be made available to the Grantee within thirty (30) business days at Grantee's sole cost and expense. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

SECTION 14. Miscellaneous Provisions

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

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

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

14.4 Level Playing Field. Grantee acknowledges and agrees that Grantor may be required by federal law, and reserves the right, to grant one or more additional franchises to provide Cable Service within the Service Area. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized to use the

Streets to provide such services, and if the material obligations applicable to Grantee are more burdensome or less favorable than those imposed on any such competing provider, then upon ninety (90) days' prior written notice to Grantor, Grantee shall have the right and may choose, to the extent consistent with applicable federal and state laws and orders and rules adopted pursuant thereto:

A) to modify this Franchise as Grantee and Grantor mutually determine is reasonably necessary to ensure that the material obligations applicable to Grantee are not more burdensome or less favorable than those imposed on any such competing provider; or

B) to deem this Franchise expired thirty-six (36) months from the date of the above written notice; or

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

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

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

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

Grantor: City of Casper
Attn: City Manager's Office
200 N. David St.
Casper, WY 82601
Grantee: Charter Communications
Attn: Government Affairs
611 E. Carlson Street
Cheyenne, WY 82001

Copy to: City of Casper
Attn: City Attorney's Office
200 North David St.
Casper, WY 82601
Copy to: Charter Communications
Attn: Vice President of Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

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

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

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

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

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

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

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

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

perform any term or condition of this Franchise, or to bring an action for the breach of this Franchise.

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

PASSED on 1st reading the 2nd day of January, 2018.

PASSED on 2nd reading the 16th day of January, 2018.

PASSED, APPROVED, AND ADOPTED on the 3rd and final reading the 6th day of February, 2018.

EXHIBIT A

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

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

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

ORDINANCE NO. 2-18

AN ORDINANCE AMENDING SECTION 17.12.124 – TOWERS OF THE CASPER MUNICIPAL CODE; PROVIDING DEFINITIONS; PROVIDING FOR PERMITTED LOCATIONS; PROVIDING FOR PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-12

A RESOLUTION APPROVING AN AMENDMENT TO THE NEW DELTA ADDITION SUBDIVISION AGREEMENT, DATED AUGUST 3, 1999.

RESOLUTION NO. 18-13

A RESOLUTION APPROVING THE REPLAT CREATING MEADOW VIEW ESTATES ADDITION NO. 2, LOTS 24 AND 25, BLOCK 3.

RESOLUTION NO. 18-14

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SHEET METAL SPECIALTIES, INC., FOR THE FIRE STATION NO.1 CO-RAY-VAC REPLACEMENT PROJECT NO. 18-003.

RESOLUTION NO. 18-15

A RESOLUTION ACCEPTING A WATER LINE EASEMENT FROM THE NATRONA COUNTY SCHOOL DISTRICT NUMBER ONE FOR MAINTENANCE OF WATER MAINS THAT SERVE THE NEW JOURNEY ELEMENTARY SCHOOL.

RESOLUTION NO. 18-16

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CH2M HILL ENGINEERS, INC. FOR ENGINEERING SERVICES FOR THE SAM H. HOBBS WWTP MCC REPLACEMENT, PROJECT 17-081.

RESOLUTION NO. 18-17

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE 17TH STREET IMPROVEMENTS — SOUTH POPLAR STREET TO COLLEGE DRIVE, PROJECT NO. 17-089.

RESOLUTION NO. 18-18

A RESOLUTION EMPLOYING JOHN HENLEY AS CASPER CITY ATTORNEY, AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT.

RESOLUTION NO. 18-19

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH ENGINEERING DESIGN ASSOCIATES FOR THE LIFESTEPS BUILDINGS FIRE SUPPRESSION AND ALARM REPLACEMENTS, PROJECT NO. 18-025.

RESOLUTION NO. 18-20

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

Councilmember Hopkins presented the foregoing nine (9) resolutions for adoption. Seconded by Councilmember Walsh. Motion passed.

Moved by Councilmember Powell, seconded by Councilmember Morgan, to, by consent minute action, authorize City staff to lower the contingency amount by $25,000, for the public safety radio towers. Motion passed.

Individuals addressing the Council were: Lynn Nikkel, 632 Timberline, requesting that the more general non-discrimination resolution be passed; Jacquie Anderson, 116 ½ E. 2nd, informing Council of regional policies for food trucks and requesting that parking permits be suspended until a policy is adopted. Councilmembers and City Manager Napier addressed the permitting issue. Councilmember Huckabay excused herself and left the meeting at 6:30.

Also addressing Council were: Dale Zimmerle, 3035 Bellaire, requesting that Council not approve the non-discrimination resolution; Dave Nania, 113 S. Benton, requesting a public hearing on the non-discrimination resolution; Rob Peterson, 3150 Industrial Way, also requesting a public hearing on the non-discrimination resolution; Karri Relifor, 7784 Palatine, asking why the non-discrimination policy needs to be changed if everyone is already protected; Reverend Dee Lundberg, 142 N. Wilson, requesting Council pass the non-discrimination resolution; and Davey Reed, expressing concern about citizen safety.

Mayor Pacheco noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, February 13, 2018, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, February 20, 2018, in the Council Chambers.

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

The meeting was adjourned at 7:30 p.m.

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

Bills & Claims

City of Casper

02/07/2018 to 02/20/2018

A.M.B.I. & SHIPPING, INC.	18-01-416 POSTAGE	$9.76
	Subtotal for Cost Center **Balefill:**	**$9.76**
	18-01-415 POSTAGE	$8.63
	Subtotal for Cost Center **City Attorney:**	**$8.63**
	18-01-418 POSTAGE	$56.04
	Subtotal for Cost Center **Engineering:**	**$56.04**
	18-01-419 POSTAGE	$1,543.30
	Subtotal for Cost Center **Finance:**	**$1,543.30**
	18-01-426 POSTAGE	$61.62
	Subtotal for Cost Center **Human Resources:**	**$61.62**
	18-01-423 POSTAGE	$135.78
	Subtotal for Cost Center **Metro Animal:**	**$135.78**
	17-12-688 POSTAGE	$311.76
	17-11-380 POSTAGE	$265.81
	Subtotal for Cost Center **Police:**	**$577.57**
	18-01-428 POSTAGE	$2.30
	Subtotal for Cost Center **Property & Liability Insurance:**	**$2.30**
	18-01-429 POSTAGE	$3.42
	Subtotal for Cost Center **Refuse Collection:**	**$3.42**
	Vendor Subtotal:	**$2,398.42**
A-1 PORTABLES & SERVICES	2215 PORTA POTTY	$130.00
	Subtotal for Cost Center **Balefill:**	**$130.00**
	Vendor Subtotal:	**$130.00**
ADRIAN WHITE	64678388 CLOTHING REIMBURSEMENT	$139.93
	Subtotal for Cost Center **Police:**	**$139.93**
	Vendor Subtotal:	**$139.93**
ALLIANCE ELECTRIC LLC.	7429 WELDER HOOK UP	$179.00
	7428 REPAIR SPLICES UNDERGROUNG	$161.62
	Subtotal for Cost Center **Balefill:**	**$340.62**
	Vendor Subtotal:	**$340.62**

Note: *Click the invoice for additional information.*

BISIAR, KIRSTEN	0030324963 UTILITY REFUND	$33.19
	Subtotal for Cost Center **Water:**	**$33.19**
	Vendor Subtotal:	**$33.19**
BLACK HILLS ENERGY	AP00018302091814 NATURAL GAS	$5,653.59
	AP00019702091814 NATURAL GAS	$75.57
	AP00023202091814 NATURAL GAS	$248.77
	Subtotal for Cost Center **Aquatics:**	**$5,977.93**
	AP00022902091814 NATURAL GAS	$3,934.82
	Subtotal for Cost Center **Balefill:**	**$3,934.82**
	AP00018702091814 NATURAL GAS	$240.50
	Subtotal for Cost Center **Buildings & Structures:**	**$240.50**
	AP00022602091814 NATURAL GAS	$317.59
	Subtotal for Cost Center **Cemetery:**	**$317.59**
	AP00018502091814 NATURAL GAS	$164.51
	AP00018902091814 NATURAL GAS	$186.19
	AP00019002091814 NATURAL GAS	$649.59
	AP00022702091814 NATURAL GAS	$1,473.28
	Subtotal for Cost Center **City Hall:**	**$2,473.57**
	AP00018602091814 NATURAL GAS	$345.82
	AP00023002091814 NATURAL GAS	$1,488.72
	AP00023802091814 NATURAL GAS	$562.18
	Subtotal for Cost Center **Fire:**	**$2,396.72**
	AP00019402091814 NATURAL GAS	$2,977.62
	Subtotal for Cost Center **Fleet Maintenance:**	**$2,977.62**
	AP00019502091814 NATURAL GAS	$492.97
	Subtotal for Cost Center **Fort Caspar:**	**$492.97**
	AP00018802091814 NATURAL GAS	$356.04
	Subtotal for Cost Center **Golf Course:**	**$356.04**
	AP00018402091814 NATURAL GAS	$1,079.54
	Subtotal for Cost Center **Ice Arena:**	**$1,079.54**
	AP00019202091814 NATURAL GAS	$1,540.06
	Subtotal for Cost Center **Metro Animal:**	**$1,540.06**
	AP00022202091814 NATURAL GAS	$157.26
	Subtotal for Cost Center **Parks:**	**$157.26**

	AP00019102091814 NATURAL GAS	$982.70
	Subtotal for Cost Center **Recreation:**	**$982.70**
	AP00019302091814 NATURAL GAS	$16.99
	Subtotal for Cost Center **Sewer:**	**$16.99**
	AP00022802091814 NATURAL GAS	$9,230.74
	AP00023702091814 NATURAL GAS	$167.91
	Subtotal for Cost Center **Waste Water:**	**$9,398.65**
	AP00023102091814 NATURAL GAS	$329.08
	AP00023302091814 NATURAL GAS	$1,196.21
	Subtotal for Cost Center **Water:**	**$1,525.29**
	Vendor Subtotal:	**$33,868.25**
BOYS & GIRLS CLUBS OF CENTRAL WY	18321.25 FY18 1%#15 ONE CENT FUNDING	$18,321.25
	Subtotal for Cost Center **One Cent #15:**	**$18,321.25**
	Vendor Subtotal:	**$18,321.25**
BRANDY COYLE	RIN0028424 NOTARY REIMBURSEMENT BCOYLE	$99.50
	Subtotal for Cost Center **Engineering:**	**$99.50**
	Vendor Subtotal:	**$99.50**
CARDINAL TRACKING, INC.	115519 BATTERY REPLACE AUTOCITES	$228.56
	Subtotal for Cost Center **Police:**	**$228.56**
	Vendor Subtotal:	**$228.56**
CARL KELLY KRUGLER	K9 JOPI PURCHASE CANINE REPLACEMENT	$10,000.00
	Subtotal for Cost Center **Police Grants:**	**$10,000.00**
	Vendor Subtotal:	**$10,000.00**
CASELLE, INC.	86013 CONTRACT MAINTENANCE SUPPORT	$75.00
	Subtotal for Cost Center **Finance:**	**$75.00**
	Vendor Subtotal:	**$75.00**
CASPER AREA TRANSPORTATION COALITION	RIN0028404 CATC-AGENCY SUBSIDIZED TOKENS	$5,250.00
	RIN0028405 CATC-SUBSIDIZED TICKETS	$7,286.00
	RIN0028406 CATC-SUBSIDIZED TOKENS	$14,337.50

COALITION	Subtotal for Cost Center **CDBG:**	**$26,873.50**
	Vendor Subtotal:	**$26,873.50**
CASPER POLICE DEPARTMENT	RIN0028296 BUY FUND REIMBURSE ALCOHOL	$207.74
	Subtotal for Cost Center **Police Grants:**	**$207.74**
	Vendor Subtotal:	**$207.74**
CASPER PUBLIC UTILITIES	RIN0028396 SANITATION	$106.50
	RIN0028396 SEWER	$21.65
	Subtotal for Cost Center **Water Treatment Plant:**	**$128.15**
	Vendor Subtotal:	**$128.15**
CENTRAL WY. REGIONAL WATER	160289 JAN18 WHOLESALE WATER	$275,882.66
	160294 JAN18 SYSTEM INVESTMENT FEES	$600.00
	Subtotal for Cost Center **Water:**	**$276,482.66**
	Vendor Subtotal:	**$276,482.66**
CENTURYLINK	RIN0028391 PHONE USE	$34.75
	Subtotal for Cost Center **City Hall:**	**$34.75**
	RIN0028391 PHONE USE	$38.71
	Subtotal for Cost Center **City Manager:**	**$38.71**
	RIN0028400 PHONE USE	$64.90
	Subtotal for Cost Center **Code Enforcement:**	**$64.90**
	RIN0028391 PHONE USE	$16.15
	RIN0028391 PHONE USE	$299.91
	Subtotal for Cost Center **Communications Center:**	**$316.06**
	RIN0028417 PHONE USE	$38.71
	Subtotal for Cost Center **Engineering:**	**$38.71**
	RIN0028391 PHONE USE	$39.36
	AP00013202091814 VOIP	$1,891.63
	Subtotal for Cost Center **Finance:**	**$1,930.99**
	RIN0028391 PHONE USE	$39.36
	RIN0028391 PHONE USE	$39.12
	RIN0028391 PHONE USE	$46.63
	Subtotal for Cost Center **Fire:**	**$125.11**

	RIN0028391 PHONE USE	$62.86
	RIN0028391 PHONE USE	$38.71
	RIN0028391 PHONE USE	$38.71
	Subtotal for Cost Center **Fleet Maintenance:**	**$140.28**
	RIN0028391 PHONE USE	$38.71
	Subtotal for Cost Center **Ice Arena:**	**$38.71**
	RIN0028391 PHONE USE	$77.38
	RIN0028416 PHONE USE	$154.12
	Subtotal for Cost Center **Metro Animal:**	**$231.50**
	RIN0028417 PHONE USE	$45.57
	Subtotal for Cost Center **Municipal Court:**	**$45.57**
	RIN0028400 PHONE USE	$2.71
	RIN0028391 PHONE USE	$121.69
	Subtotal for Cost Center **Parks:**	**$124.40**
	RIN0028400 PHONE USE	$125.74
	RIN0028400 PHONE USE	$158.16
	RIN0028391 PHONE USE	$220.61
	Subtotal for Cost Center **Police:**	**$504.51**
	RIN0028391 PHONE USE	$39.36
	RIN0028391 PHONE USE	$35.04
	RIN0028391 PHONE USE	$39.36
	RIN0028391 PHONE USE	$39.36
	RIN0028391 PHONE USE	$38.71
	Subtotal for Cost Center **Recreation:**	**$191.83**
	RIN0028391 PHONE USE	$76.94
	RIN0028391 PHONE USE	$1,837.16
	RIN0028391 PHONE USE	$38.47
	Subtotal for Cost Center **Waste Water:**	**$1,952.57**
	RIN0028400 PHONE USE	$194.70
	RIN0028391 PHONE USE	$38.71
	RIN0028391 PHONE USE	$55.23
	Subtotal for Cost Center **Water:**	**$288.64**
	Vendor Subtotal:	**$6,067.24**
CIGNA HEALTH & LIFE INSURANCE COMPANY	2246855 PLAN ADMIN. FEES	$13,464.41
	Subtotal for Cost Center **Health Insurance:**	**$13,464.41**
	Vendor Subtotal:	**$13,464.41**

CITY OF CASPER - BALEFILL	525/160365 SANITATION	$17.39
	525/160201 SANITATION	$18.80
	Subtotal for Cost Center **Hogadon:**	**$36.19**
	2772/160261 SANITATION	$4,673.64
	2772/160302-322 SANITATION	$5,084.93
	2772/160225 SANITATION	$4,620.10
	2772/160335-344 SANITATION	$50,488.60
	2772/160367 SANITATION	$5,076.47
	2772/160181 SANITATION	$4,878.13
	2772/160203 SANITATION	$4,729.14
	2772/160387 SANITATION	$4,615.83
	2772/160458-477 SANITATION	$5,032.29
	2772/160416 SANITATION	$4,428.81
	Subtotal for Cost Center **Refuse Collection:**	**$93,627.94**
	1276/160202 SANITATION	$129.25
	1276/160301 SANITATION	$100.11
	1276/160366 SANITATION	$146.17
	1276/160457 SANITATION	$83.66
	Subtotal for Cost Center **Waste Water:**	**$459.19**
	Vendor Subtotal:	**$94,123.32**
CIVIL ENGINEERING PROFESSIONALS, INC.	17-250-01 HIGHLAND CEMETERY EXPANSION -	$4,674.00
	Subtotal for Cost Center **Parks:**	**$4,674.00**
	18-102-01 SURVEYING SVCS -1ST STREET	$540.00
	Subtotal for Cost Center **Refuse Collection:**	**$540.00**
	17-003-10 MCKINLEY STREET UNDERPASS STOR	$3,860.00
	Subtotal for Cost Center **Streets:**	**$3,860.00**
	17-045-03 CY BOOSTER STATION PROFESSIONA	$2,252.88
	17-045-03 CY BOOSTER STATION PROFESSIONA	$1,109.62
	14-066-35 EAST CASPER ZONE III PROJECT 1	$15,458.88
	14-066-35 EAST CASPER ZONE III PROJECT 1	$7,614.08
	Subtotal for Cost Center **Water:**	**$26,435.46**
	Vendor Subtotal:	**$35,509.46**
CLINES, KAREN	0030324968 UTILITY REFUND	$5.18
	Subtotal for Cost Center **Water:**	**$5.18**
	Vendor Subtotal:	**$5.18**
CLINT SPARGUR	RIN0028403 CLOTHING REIMBURSEMENT	$100.00

	Subtotal for Cost Center **Balefill:**	**$100.00**
	Vendor Subtotal:	**$100.00**
COBAN TECH. INC.	15150 COBAN MAINT AGREE	$8,738.18
	15151 COBAN ANNUAL MAINT	$20,371.96
	Subtotal for Cost Center **Police:**	**$29,110.14**
	15003 FLEET EQUIPMENT	$1,500.00
	Subtotal for Cost Center **Police Equipment:**	**$1,500.00**
	Vendor Subtotal:	**$30,610.14**
COLLECTION CENTER INC.	974300000326 COLLECTION FEES	$36.89
	Subtotal for Cost Center **Code Enforcement:**	**$36.89**
	972000000396 COLLECTION FEES	$184.34
	Subtotal for Cost Center **Refuse Collection:**	**$184.34**
	972000000396 COLLECTION FEES	$140.10
	Subtotal for Cost Center **Sewer:**	**$140.10**
	972000000396 COLLECTION FEES	$412.92
	Subtotal for Cost Center **Water:**	**$412.92**
	Vendor Subtotal:	**$774.25**
COLTEN CARPENTER	R471-45681 CLOTHING REIMBURSEMENT	$77.68
	Subtotal for Cost Center **Police:**	**$77.68**
	Vendor Subtotal:	**$77.68**
COMMUNICATION TECHNOLOGIES, INC.	79126 REPAIRS TO UNIT 201	$51.50
	80065 REPAIRS TO UNIT 218	$103.00
	79837 REPAIR TO UNIT 284	$51.50
	Subtotal for Cost Center **Police:**	**$206.00**
	80047 UNIT 226	$206.00
	79129 STRIP UNIT FOR TRADE	$824.00
	80027 INSTALL EQUIP IN UNIT 234	$154.50
	79995 NEW EQUIP INSTALL UNIT 219	$1,024.50
	79136 NEW EQUIP INSTALL UNIT 284.	$154.50
	79877 NEW EQUIP FOR UNIT 201	$720.19
	79876 NEW EQUP INSTALL UNIT 010122	$1,087.19
	79124 NEW EQUP INSTALL UNIT 211	$154.50
	80026 NEW EQUP INSTALL UNIT 285	$154.50

	79879 REPROGRAM PORTABLES	$103.00
	79849 REPAIR TO UNIT 235	$154.50
	79872 NEW INSTALL TO UNIT 301	$4,514.25
	79119 REPAIR WORK TO UNIT 231	$154.50
	79848 R&R EQUIP UNIT 204	$824.00
	79123 REPAIRS TO UNIT 222	$154.50
	79122 REPAIRS TO UNIT 216	$154.50
	Subtotal for Cost Center **Police Equipment:**	**$10,539.13**
	Vendor Subtotal:	**$10,745.13**
COMTRONIX, INC.	48319 SWF ALARM SERVICE	$200.24
	Subtotal for Cost Center **Balefill:**	**$200.24**
	48199 TRACE PHONE LINE	$132.00
	Subtotal for Cost Center **Police:**	**$132.00**
	Vendor Subtotal:	**$332.24**
CONTINUOUS ALCOHOL MONITORING OF WY LLC	2017-298 CONT ALCOHOL MONITOR	$300.00
	2017-311 PRISONER CARE FOR HOUSE ARREST	$200.00
	2017-312 PRISONER CARE FOR HOUSE ARREST	$725.00
	Subtotal for Cost Center **Police:**	**$1,225.00**
	Vendor Subtotal:	**$1,225.00**
COWDIN CLEANING	201251 BUILDING MAINT - CLEANING	$884.00
	Subtotal for Cost Center **Buildings & Structures:**	**$884.00**
	Vendor Subtotal:	**$884.00**
CRIME SCENE INFORMATION	157-12-071 CRIME STOPPERS LINE	$86.25
	157-12-070 CRIME STOPPERS LINE	$86.25
	Subtotal for Cost Center **Police:**	**$172.50**
	Vendor Subtotal:	**$172.50**
DAVIDSON FIXED INCOME MGMT.	2018-1CASPER FIXED INCOME MGT FEES	$3,732.76
	Subtotal for Cost Center **Finance:**	**$3,732.76**
	Vendor Subtotal:	**$3,732.76**
DELL MARKETING LP	10218038944 SUPERINTENDENT COMPUTER SOFTWA	$345.47
	Subtotal for Cost Center **Balefill:**	**$345.47**

	10221705732 OFFICE PRO 2016	$690.94
	Subtotal for Cost Center **Information Services:**	**$690.94**
	10217114688 LICENSES	$398.22
	Subtotal for Cost Center **Police:**	**$398.22**
	Vendor Subtotal:	**$1,434.63**
DELTA DENTAL PLAN OF WY.	RIN0028423 DENTAL INSURANCE PREMIUM	$33,076.80
	Subtotal for Cost Center **Health Insurance:**	**$33,076.80**
	Vendor Subtotal:	**$33,076.80**
DEPT. OF FAMILY SVCS.	0347-NOV17 VOLUNTEER BACKGROUND	$20.00
	Subtotal for Cost Center **Police Grants:**	**$20.00**
	Vendor Subtotal:	**$20.00**
DESERT MTN. CORP.	17-57629 ICE SLICER	$3,293.00
	17-57630 ICE SLICER	$3,592.85
	17-57632 ICE SLICER	$3,675.48
	17-57636 ICE SLICER	$3,185.06
	17-57913 ICE SLICER	$3,575.52
	17-57634 ICE SLICER	$3,522.23
	17-57635 ICE SLICER	$3,531.55
	17-57638 ICE SLICER	$3,514.23
	17-57633 ICE SLICER	$3,644.82
	Subtotal for Cost Center **Streets:**	**$31,534.74**
	Vendor Subtotal:	**$31,534.74**
DOOLEY OIL, INC.	102119 STOCK, 02/F2 DIESEL 7400 GAL	$17,376.25
	Subtotal for Cost Center **Fleet Maintenance:**	**$17,376.25**
	Vendor Subtotal:	**$17,376.25**
DPC INDUSTRIES, INC.	727000008-18 CHEMICALS NAHYPO	$6,512.94
	Subtotal for Cost Center **Water Treatment Plant:**	**$6,512.94**
	Vendor Subtotal:	**$6,512.94**
EDGE ENGINEERING GROUP LLC	1803-01 POST CLOSURE	$200.00
	Subtotal for Cost Center **Balefill:**	**$200.00**

LLC		
	Vendor Subtotal:	**$200.00**
ENVIRONMENTAL & CIVIL SOLUTIONS, LLC	5288 LIFT STATION UPGRADES	$1,387.72
	5288 LIFT STATION UPGRADES	$829.36
	Subtotal for Cost Center **Refuse Collection:**	**$2,217.08**
	Vendor Subtotal:	**$2,217.08**
FAITH A CONAWAY	RIN0028398 HEROES FOR POOL PARTY	$100.00
	Subtotal for Cost Center **Recreation:**	**$100.00**
	Vendor Subtotal:	**$100.00**
FAMILY JOURNEY CENTER	43449984 FY18 1%#15 ONE CENT FUNDING	$456.05
	127 FY18 1%#15 ONE CENT FUNDING	$1,139.55
	Subtotal for Cost Center **One Cent #15:**	**$1,595.60**
	Vendor Subtotal:	**$1,595.60**
FIRST DATA MERCHANT SVCS CORP.	RIMI1219049 CREDIT CARD FEES	$108.91
	REMI1286199 CREDIT CARD FEES	$69.95
	REMI1299235 CREDIT CARD FEES	$130.67
	Subtotal for Cost Center **Code Enforcement:**	**$309.53**
	REMI1299228 CREDIT CARD FEE	$49.37
	Subtotal for Cost Center **Fort Caspar:**	**$49.37**
	REMI1299229 CREDIT CARD FEES	$14.90
	Subtotal for Cost Center **Golf Course:**	**$14.90**
	REMI1299230 CREDIT CARD FEES	$1,408.17
	Subtotal for Cost Center **Hogadon:**	**$1,408.17**
	REMI1299231 CREDIT CARD FEES	$55.77
	Subtotal for Cost Center **Metro Animal:**	**$55.77**
	REMI1299232 CREDIT CARD FEES	$48.75
	Subtotal for Cost Center **Municipal Court:**	**$48.75**
	REMI1292372 CREDIT CARD FEES	$58.01
	REMI1299234 CREDIT CARD FEES	$69.98
	Subtotal for Cost Center **Police:**	**$127.99**
	Vendor Subtotal:	**$2,014.48**

FIRST INTERSTATE BANK	RIN0028413 LOCKBOX FEES	$1,868.04
	RIN0028412 SERVICE CHARGES	$240.21
	Subtotal for Cost Center **Finance:**	**$2,108.25**
	RIN0028411 WELLNESS TESTING-GIFT CARDS	$312.00
	RIN0028410 WELLNESS TESTING-GIFT CARDS	$104.10
	Subtotal for Cost Center **Health Insurance:**	**$416.10**
	RIN0028402 DEPOSIT TICKETS	$57.60
	Subtotal for Cost Center **Hogadon:**	**$57.60**
	Vendor Subtotal:	**$2,581.95**
FIRST INTERSTATE BANK - PETTY CASH	RIN0028394 PETTY CASH	$63.77
	RIN0028394 PETTY CASH	$46.05
	RIN0028394 PETTY CASH	$65.00
	Subtotal for Cost Center **Police:**	**$174.82**
	Vendor Subtotal:	**$174.82**
FIRST VETERINARY SUPPLY	VY2413 PRESCRIPTION DRUG	$333.00
	W73341 PRESCRIPTION ITEMS	$393.45
	Subtotal for Cost Center **Metro Animal:**	**$726.45**
	Vendor Subtotal:	**$726.45**
FRONTIER PRECISION INC.	168567 R10 GNSS SYSTEM	$20,500.00
	Subtotal for Cost Center **Police:**	**$20,500.00**
	Vendor Subtotal:	**$20,500.00**
GAIL SCHENFISCH	RIN0028382 SIGN LANGUAGE INTERPRETER	$50.00
	RIN0028383 SIGN LANGUAGE INTERPRETOR	$25.00
	Subtotal for Cost Center **Police:**	**$75.00**
	Vendor Subtotal:	**$75.00**
GAMETIME	PJI-0076306 RETAINAGE 17-064	-$2,380.15
	Subtotal for Cost Center **Capital Projects - Parks:**	**-$2,380.15**
	PJI-0076306 PARADISE VALLEY PARK PLAYGROUN	$41,329.50
	Subtotal for Cost Center **Parks:**	**$41,329.50**
	Vendor Subtotal:	**$38,949.35**

GARLICK LAW OFFICE PC	2861 COURT APPOINTED ATTY	$780.32
	Subtotal for Cost Center **Municipal Court:**	**$780.32**
	Vendor Subtotal:	**$780.32**
GLOBAL PACKAGING SOLUTIONS, LLC	GPS800635800 BALER BLDG OPERATION SUPPLIES	$47,460.00
	GPS800635700 BALER BLDG OPERATION SUPPLIES	$47,460.00
	Subtotal for Cost Center **Balefill:**	**$94,920.00**
	Vendor Subtotal:	**$94,920.00**
GLOBAL SPECTRUM L.P.	0000509-IN MONTHLY NET OPERATING LOSS FEE	$82,909.91
	0000511-IN FOO FIGHTERS TICKET BALANCE	$26,207.00
	0000511-IN FOO FIGHTERS ROCKSTAR PREPARTY	$4,265.00
	0000511-IN NUTCRACKER TICKET BALANCE	$5,517.00
	0000511-IN MANHEIM TICKET BALANCE	$2,641.60
	Subtotal for Cost Center **Casper Events Center:**	**$121,540.51**
	Vendor Subtotal:	**$121,540.51**
GOLDER ASSOCIATES	504832 GAS SYSTEM O & M	$5,484.85
	503666 CLOSED BALEFILL POST CLOSURE	$4,580.47
	503665 LANDFILL ENVIRONMENTAL	$65.63
	Subtotal for Cost Center **Balefill:**	**$10,130.95**
	Vendor Subtotal:	**$10,130.95**
GSG ARCHITECTURE	17296 DESIGN & CONST ADMIN FOR FIRE	$9,259.33
	Subtotal for Cost Center **Fire:**	**$9,259.33**
	Vendor Subtotal:	**$9,259.33**
GUDAHL WILLIAMS INVESTIGATIVE SECURITY INC.	214 PRE EMPLOY POLY	$250.00
	Subtotal for Cost Center **Police:**	**$250.00**
	Vendor Subtotal:	**$250.00**
HITEK COMMUNICATIONS	2209 CATC SECURITY IMPROVEMENTS	$12,000.00
	2209 CATC SECURITY IMPROVEMENTS	$3,000.00
	Subtotal for Cost Center **C.A.T.C.:**	**$15,000.00**
	Vendor Subtotal:	**$15,000.00**

HOMAX OIL SALES, INC.	0397613-IN STOCK, 10W30B 725 GAL	$5,205.50
	0397589-IN STOCK, DEF BULK 660 GAL	$996.60
	0397428-IN STOCK, UNLEADED 01/F1 8198 GAL	$16,514.06
	0396913-IN STOCK, POWERDRIVE 30W	$585.95
	Subtotal for Cost Center **Fleet Maintenance:**	**$23,302.11**
	CL85355 JANUARY FEUL	$4,963.60
	Subtotal for Cost Center **Water:**	**$4,963.60**
	Vendor Subtotal:	**$28,265.71**
INBERG-MILLER ENGINEERS	19093CM01.10 GOODSTEIN ASPHALT CORING	$954.50
	Subtotal for Cost Center **Streets:**	**$954.50**
	Vendor Subtotal:	**$954.50**
ISC, INC/VENTURE TECHNOLOGIES	SIN022886 REPLACEMENT PHONES	$947.03
	SIN022538 CALL RECORDING FOR INV	$1,354.98
	Subtotal for Cost Center **Police:**	**$2,302.01**
	Vendor Subtotal:	**$2,302.01**
JOEY WILHELM	2923 CLOTHING REIMBURSEMENT	$291.36
	Subtotal for Cost Center **Police:**	**$291.36**
	Vendor Subtotal:	**$291.36**
KELLY SVCS., INC.	04168087 BALER LABOR	$45.00
	04168086 BALER LABOR	$589.60
	05006376 FINAL PMT FOR LABOR	$1,210.56
	Subtotal for Cost Center **Balefill:**	**$1,845.16**
	Vendor Subtotal:	**$1,845.16**
KEVIN KRAFT	RIN0028409 STEEL TOED WORK BOOTS	$71.10
	Subtotal for Cost Center **Refuse Collection:**	**$71.10**
	Vendor Subtotal:	**$71.10**
KUBWATER RESOURCES, INC	07354 ZETAG 7593 DRY POLYMER	$5,018.98
	Subtotal for Cost Center **Waste Water:**	**$5,018.98**

	Vendor Subtotal:	**$5,018.98**
LEMAN, JOHN	0030324966 UTILITY REFUND	$130.62
	0030324966 UTILITY REFUND	$11.02
	Subtotal for Cost Center **Water:**	**$141.64**
	Vendor Subtotal:	**$141.64**
LINCOLN NATL. LIFE INS. CO.	RIN0028422 LIFE INSURANCE PREMIUM	$267.65
	Subtotal for Cost Center **Health Insurance:**	**$267.65**
	Vendor Subtotal:	**$267.65**
LONG BUILDING TECHNOLOGIES	JC131387 GALLAGER DOOR AND CARD READERS	$2,777.00
	Subtotal for Cost Center **Refuse Collection:**	**$2,777.00**
	SRVCE0088165 HVAC HEATING PROGRAM	$560.50
	SCPAY0039683 MAINTENANCE AGREEMENT	$3,662.25
	Subtotal for Cost Center **Water Treatment Plant:**	**$4,222.75**
	Vendor Subtotal:	**$6,999.75**
LOWER & CO.	RIN0028399 VERDA JAMES PED BRIDGE ASSESS	$2,650.00
	Subtotal for Cost Center **Parks:**	**$2,650.00**
	Vendor Subtotal:	**$2,650.00**
MATTHEW WILHELMS	2416 BOOTS, WINTER WEAR, PER POLICY	$83.99
	Subtotal for Cost Center **Sewer:**	**$83.99**
	Vendor Subtotal:	**$83.99**
MICHAEL PASCHKE	RIN0028218 TRAVEL REIMBURSEMENT	$9.30
	Subtotal for Cost Center **Police:**	**$9.30**
	Vendor Subtotal:	**$9.30**
MILLS POLICE DEPT.	RIN0028368 SHARE OF SEIZURES	$1,810.00
	Subtotal for Cost Center **Police Grants:**	**$1,810.00**
	Vendor Subtotal:	**$1,810.00**

MONTANA ASSOCIATION OF HEALTH CARE PURCHASERS	CC123117 4THQTR 17 DATA REPRTING HEALTH	$2,281.50
	Subtotal for Cost Center **Health Insurance:**	**$2,281.50**
	Vendor Subtotal:	**$2,281.50**
MOTOROLA SOLUTIONS	8230158806 MONTHLY MAINT AGREE	$5,926.67
	8230146064 MONTHLY MAINT	$5,926.67
	8230143140 MONTHLY MAINT OCT	$5,926.67
	8230138924 MONTHLY MAINT AUG	$5,926.67
	8230136197 MONTHLY MAINT AGREE JULY	$5,926.67
	8230135708 MONTHLY MAIN	$5,811.72
	8330053809 REPAIR RADIO	$46.83
	Subtotal for Cost Center **Communications Center:**	**$35,491.90**
	41245613 First Quarter of Contract	$112,500.00
	Subtotal for Cost Center **Fire:**	**$112,500.00**
	Vendor Subtotal:	**$147,991.90**
MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS	RIN0028339 ETHERNET FOR PSCC	$1,007.46
	RIN0028300 ETHERNET CONNECT	$1,007.46
	Subtotal for Cost Center **Communications Center:**	**$2,014.92**
	AP00017902091814 METRO INTERNET SVS	$1,003.55
	Subtotal for Cost Center **Finance:**	**$1,003.55**
	AR-23 3YR DOMAIN CITYOFCASPERWY.COM	$99.00
	Subtotal for Cost Center **Information Services:**	**$99.00**
	Vendor Subtotal:	**$3,117.47**
MUNICIPAL CODE CORP.	00301906 SUPPLEMENT NO. 65	$86.84
	Subtotal for Cost Center **City Attorney:**	**$86.84**
	00301906 SUPPLEMENT NO. 65	$34.78
	Subtotal for Cost Center **City Manager:**	**$34.78**
	00301906 SUPPLEMENT NO. 65	$69.56
	Subtotal for Cost Center **Code Enforcement:**	**$69.56**
	00301906 SUPPLEMENT NO. 65	$17.39
	Subtotal for Cost Center **Engineering:**	**$17.39**
	00301906 SUPPLEMENT NO. 65	$52.17
	Subtotal for Cost Center **Planning:**	**$52.17**
	00301906 SUPPLEMENT NO. 65	$52.17

	Subtotal for Cost Center **Police:**	**$52.17**
	00301906 SUPPLEMENT NO. 65	$17.39
	Subtotal for Cost Center **Refuse Collection:**	**$17.39**
	00301906 SUPPLEMENT NO. 65	$17.39
	Subtotal for Cost Center **Water:**	**$17.39**
	Vendor Subtotal:	**$347.69**
NATIONAL BENEFIT SERVICES	631600 CAFETERIA PLAN DEBIT CARD FEES	$2,070.00
	Subtotal for Cost Center **Health Insurance:**	**$2,070.00**
	Vendor Subtotal:	**$2,070.00**
NATRONA COUNTY - SHERIFFS' OFFICE	2825 JUVENILE PRISONER CARE NOV 17	$7,500.00
	2806 JUVENILE PRISONER CARE OCT 17	$7,500.00
	Subtotal for Cost Center **Police:**	**$15,000.00**
	RIN0028367 SHARE OF SEIZURES	$1,810.00
	Subtotal for Cost Center **Police Grants:**	**$1,810.00**
	Vendor Subtotal:	**$16,810.00**
NORTHERN LIGHTS MANUFACTURING	1371 UNIT 222275	$6,444.00
	Subtotal for Cost Center **Refuse Collection:**	**$6,444.00**
	Vendor Subtotal:	**$6,444.00**
ONE CALL OF WY.	47476 JAN18 LOCATE TICKETS	$115.87
	Subtotal for Cost Center **Sewer:**	**$115.87**
	47476 JAN18 LOCATE TICKETS	$141.63
	Subtotal for Cost Center **Water:**	**$141.63**
	Vendor Subtotal:	**$257.50**
P-CARD VENDORS	00069587 NORCO INC - Purchase	$318.96
	00069871 NORCO INC - Credit	-$378.21
	00068973 BAILEYS ACE HDWE - Purchase	$13.67
	00068980 LESLIES POOLMART INC - Purchas	$1,099.99
	00068980 LESLIES POOLMART INC - Purchas	$1,099.99
	00069042 WAL-MART #3778 - Purchase	$21.56
	00069086 NORCO INC - Purchase	$21.39
	00069090 WM SUPERCENTER #3778 - Purchas	$21.78

00069109 THE HOME DEPOT #6001 - Purchas	$16.80
00069409 WAL-MART #3778 - Purchase	$29.91
00069470 NORCO INC - Purchase	$40.06
00068922 BAILEYS ACE HDWE - Purchase	$9.97
00068497 VZWRLSS IVR VB - Purchase	$480.12
Subtotal for Cost Center **Aquatics:**	**$2,795.99**
00069376 AIRGAS CENTRAL - Purchase	$76.00
00069387 BAILEYS ACE HDWE - Purchase	$115.02
00069459 MENARDS CASPER WY - Credit	-$25.06
00069466 FASTENAL COMPANY01 - Purchase	$156.55
00069484 SOURCE OFFICE AND TECH - Purch	$225.00
00069495 OREILLY AUTO #2746 - Purchase	$34.04
00069528 CASPER FIRE EXTINGUISH - Purch	$334.68
00069550 BAILEYS ACE HDWE - Purchase	$50.70
00069555 SAMSCLUB #6425 - Purchase	$199.97
00069583 BAILEYS ACE HDWE - Purchase	$16.77
00069602 ALSCO INC. - Purchase	$422.80
00069616 SQU SQ DOUBLE D WELDI - Purch	$285.00
00069706 BAILEYS ACE HDWE - Purchase	$59.98
00069737 SOURCE OFFICE - VITAL - Purcha	$63.03
00069754 CASPER FIRE EXTINGUISH - Purch	$39.86
00069763 MENARDS CASPER WY - Credit	-$7.55
00069780 CASPER TIRE 0000705 - Purchase	$37.58
00069435 WYOMING GROUNDS KEEPER - Purch	$190.00
00068985 MILLER INSULATION INC - Purcha	$87.30
00069264 MILLER INSULATION INC - Credit	-$4.16
00069348 CASPER WINNELSON CO - Purchase	$16.07
00069410 EPG COMPANIES INC - Purchase	$2,732.40
00069413 COCA COLA BOTTLING CO - Purcha	$14.70
00069430 AGP PROPANE SERVICES - Purchas	$1,282.33
00069432 SOURCE OFFICE AND TECH - Purch	$26.08
00069444 SOURCE OFFICE AND TECH - Purch	$1.06
00069454 WW GRAINGER - Purchase	$189.13
00069456 CENTURYLINK/SPEEDPAY - Purchas	$59.61
00069229 AIRGAS CENTRAL - Purchase	$215.47
00069230 MENARDS CASPER WY - Purchase	$27.99
00069230 MENARDS CASPER WY - Purchase	$113.93
00069245 BAILEYS ACE HDWE - Purchase	$121.88
00069252 WYOMING MACHINERY CO - Purchas	$55.70
00069268 AIRGAS CENTRAL - Purchase	$49.20
00069288 AIRGAS CENTRAL - Purchase	$93.83
00069305 AIRGAS CENTRAL - Purchase	$41.67
00069315 AIRGAS CENTRAL - Purchase	$53.72
00069324 SEARS ROEBUCK 2341 - Purchas	$19.99
00069334 MMS - Purchase	$5,657.40
00069336 MMS - Purchase	$1.50
00069345 MENARDS CASPER WY - Purchase	$474.07
00069345 MENARDS CASPER WY - Purchase	$39.99
00069359 SOLID WASTE ASSOCIA - Purchase	$999.00

00069359 SOLID WASTE ASSOCIA - Purchase	$212.00
00069374 WAL-MART #3778 - Purchase	$14.11
00069374 WAL-MART #3778 - Purchase	$7.47
00069396 SAMSCLUB #6425 - Purchase	$28.62
00069396 SAMSCLUB #6425 - Purchase	$12.98
00069253 CASPER WINNELSON CO - Purchase	$454.05
00069013 AIRGAS CENTRAL - Purchase	$6,553.75
Subtotal for Cost Center **Balefill:**	**$21,927.21**
00069602 ALSCO INC. - Purchase	$235.75
00069751 CASPER WINNELSON CO - Purchase	$35.25
00069007 AMAZON MKTPLACE PMTS W - Credi	-$13.72
00069277 OREILLY AUTO #2746 - Purchase	$7.99
00069340 WW GRAINGER - Purchase	$100.56
00069342 HERCULES INDUSTRIES CA - Purch	$18.20
00069362 CASPER WINNELSON CO - Purchase	$30.94
00069366 BLOEDORN LUMBER CASPER - Purch	$36.88
00069412 CRESCENT ELECTRIC 103 - Purcha	$170.68
00069433 BAILEYS ACE HDWE - Purchase	$10.98
00069467 CRESCENT ELECTRIC 103 - Purcha	$18.07
00068902 AMAZON MKTPLACE PMTS W - Purch	$13.72
00069231 BAILEYS ACE HDWE - Purchase	$29.94
00069233 BAILEYS ACE HDWE - Purchase	$15.58
00069256 SHEET METAL SPECIALTIE - Purch	$42.00
00069046 CASPER CONTRACTORS SUP - Purch	$44.94
00069121 SHERWIN WILLIAMS 70343 - Purch	$29.00
00069133 DENNIS SUPPLY COMPANY - Purcha	$52.62
00069159 HERCULES INDUSTRIES CA - Purch	$46.77
00069165 COMPRESSION LEASING SE - Purch	$268.50
00069197 AIRGAS CENTRAL - Purchase	$71.95
00069217 CASPER WINNELSON CO - Purchase	$294.39
Subtotal for Cost Center **Buildings & Structures:**	**$1,560.99**
00069497 SQU SQ WYOMING OFFICE - Purch	$58.00
Subtotal for Cost Center **Cemetery:**	**$58.00**
00069685 ATLAS OFFICE PRODUCTS - Purcha	$63.00
00069422 LEE NEWSPAPER SUBSCRIP - Purch	$403.14
00069480 THE AMERICAN LAW INSTI - Purch	$1,399.00
00069209 IMLA - Purchase	$695.00
Subtotal for Cost Center **City Attorney:**	**$2,560.14**
00069635 NETWORK FLEET. INC. - Purchase	$227.40
00069221 SAMSCLUB #6425 - Purchase	$116.85
Subtotal for Cost Center **Code Enforcement:**	**$344.25**
00069275 I/O SOLUTIONS, INC. - Purchase	$108.00
00069291 MEDICAL PRIORITY CONSU - Purch	$196.00
00068429 CORPORATE ARMOR - Purchase	$997.27
00069180 VZWRLSS IVR VB - Purchase	$39.71

Subtotal for Cost Center **Communications Center:**	**$1,340.98**
00069020 USPS PO 5715580945 - Purchase	$30.90
00069380 NATIONAL LEAGUE OF - Purchase	$770.00
Subtotal for Cost Center **Council:**	**$800.90**
00069739 XEROX CORPORATION/RBO - Purcha	$32.20
00069762 XEROX CORPORATION/RBO - Purcha	$153.45
00069129 USPS PO 5715580945 - Purchase	$6.70
Subtotal for Cost Center **Engineering:**	**$192.35**
00069353 ATLAS OFFICE PRODUCTS - Purcha	$1,233.64
00069679 ATLAS OFFICE PRODUCTS - Purcha	$53.24
00069689 ATLAS OFFICE PRODUCTS - Purcha	$31.94
00069668 AUDIOCOMPLIANCE.COM - Purchase	$89.50
00069882 ATLAS OFFICE PRODUCTS - Purcha	$372.50
00069515 BEST BUY 00015271 - Purch	$149.97
00069614 WESTERN SLING CO - Purchase	$189.50
00069619 ATLAS OFFICE PRODUCTS - Purcha	$15.90
00069716 AP TECHNOLOGY - Purchase	$3,090.00
00068956 CASPER STAR TRIBUNE - Purchase	$265.10
00069312 AGP PROPANE SERVICES - Purchas	$13.59
00069294 SAMS CLUB #6425 - Purchase	$57.50
00069328 SUTHERLANDS 2219 - Purchase	$49.04
00069347 VZWRLSS MY VZ VB P - Purchase	$280.07
00069383 GEORGE T SANDERS 20 - Purchase	$169.20
Subtotal for Cost Center **Finance:**	**$6,060.69**
00068193 SAFE KIDS WORLDWIDE - Purchase	$50.00
00069224 FIREROCK STEAKHOUSE - Purchase	$50.00
00069248 BARGREEN WYOMING 25 - Purchase	$339.55
00069263 DEPARTMENT OF FIRE PRE - Purch	$63.15
00069266 EXXONMOBIL 47626544 - Purch	$6.71
00069267 WPSG, INC - Purchase	$632.85
00069282 INT IN CASPER SAFETY - Purcha	$430.00
00069313 EXXONMOBIL 47626544 - Purch	$36.28
00067593 MENARDS CASPER WY - Purchase	$10.49
00068129 HARBOR FREIGHT TOOLS 3 - Purch	$31.98
00068170 SAFE KIDS WORLDWIDE - Purchase	$50.00
00068177 THE HOME DEPOT #6001 - Purchas	$51.96
00068182 SAFE KIDS WORLDWIDE - Purchase	$50.00
00068240 AMAZON MKTPLACE PMTS - Purchas	$131.86
00068655 STAPLES 00114181 - Purch	$32.03
00068863 LOAF N JUG #0119 Q81 - Purch	$3.70
00068869 LOAF N JUG #0119 Q81 - Purch	$48.67
00068901 MURDOCH'S RANCH & HOME - Purch	$33.56
00068917 COMMUNICATION TECHNOLO - Purch	$117.70
00068946 WESTERN MEDICAL ASSOCI - Purch	$8,100.00
00068954 NORCO INC - Purchase	$324.86
00068961 ATLAS OFFICE PRODUCTS - Purcha	$201.02

00068964 PAYPAL ENGINEHOUSE - Purchase	$175.00
00068976 SQ SQ MAD TRANSPORTA - Purch	$330.00
00068983 STATPACKS - Purchase	$265.00
00068984 CPU IIT - Purchase	$140.00
00069001 ACTIVE911 INC - Purchase	$1,102.50
00069028 ATLAS OFFICE PRODUCTS - Purcha	$44.20
00069055 WAL-MART #1617 - Purchase	$24.16
00069059 NORCO INC - Purchase	$769.26
00069068 SAMSCLUB #6425 - Purchase	$791.92
00069111 SAMSCLUB #6425 - Credit	-$27.74
00069115 EXXONMOBIL 47626544 - Purch	$44.00
00069141 SAMS CLUB #6425 - Purchase	$25.14
00069150 STAPLES 00114181 - Purch	$173.25
00069151 STAPLES 00114181 - Purch	$97.48
00069152 DOUGH ENTERPRISES LLC - Purcha	$30.00
00069177 BARGREEN WYOMING 25 - Purchase	$787.49
00069188 SQ SQ VENTURE TECHNO - Purch	$18.45
00069189 ENTENMANN-ROVIN COMPAN - Purch	$234.50
00069206 MENARDS CASPER WY - Purchase	$9.99
Subtotal for Cost Center **Fire:**	**$15,830.97**
00069446 GREINER FORD LINCOLN O - Credi	-$20.87
00069460 DECKER AUTO GLASS - Purchase	$365.31
00069477 DECKER AUTO GLASS - Purchase	$345.36
00069507 WEAR PARTS INC - BOLTS	$175.64
00069512 INT IN NUTECH SPECIAL - Purch	$119.75
00069527 INT IN NUTECH SPECIAL - Purch	$19.00
00069540 GREINER FORD LINCOLN O - ALTER	$352.98
00069541 JACKS TRUCK AND EQUIPM - SURGE	$115.73
00069558 CMI-TECO - Purchase	$381.28
00069563 JACKS TRUCK AND EQUIPM - Purch	$27.29
00069564 NORCO INC SCRUBBS COM - Purcha	$111.93
00069572 WESTERN SLING CO - Purchase	$34.80
00069579 DRIVE TRAIN CASPER - air sprin	$396.22
00069580 INT IN PETERSON EQUIP - RELAY	$62.51
00069582 AMERI-TECH EQUIPMENT C - Purch	$265.94
00069589 GOODYEAR COMMERCIAL TI - 11R22	$470.00
00069594 GREINER FORD LINCOLN O - Purch	$60.96
00069603 WATEROUS COMPANY - Purchase	$547.86
00069606 MIDLAND IMPLEMENT CO - Credit	-$2,076.24
00069609 GREINER FORD LINCOLN O - Purch	$259.52
00069610 STOTZ EQUIP-CASPER- - Purchase	$208.80
00069612 GOODYEAR COMMERCIAL TI - 245/7	$340.32
00069613 HOSE & RUBBER SUPPLY C - HYD C	$82.01
00069620 AMAZON MKTPLACE PMTS W - Purch	$199.00
00069622 DRIVEN MARINE - Purchase	$4.39
00069633 DRIVE TRAIN CASPER - WIPER BLA	$215.03
00069634 ALSCO INC. - Purchase	$773.60
00069635 NETWORK FLEET. INC. - Purchase	$18.95
00069640 DECKER AUTO GLASS - Purchase	$352.02

00069644 HOSE & RUBBER SUPPLY C - Purch	$24.05
00069650 WATEROUS COMPANY - Credit-MOTO	-$525.34
00069652 DECKER AUTO GLASS - Purchase	$176.01
00069659 GOODYEAR COMMERCIAL TI - 11R22	$700.16
00069661 STOTZ EQUIP-CASPER- - Purchase	$63.44
00069665 WATEROUS COMPANY - Purchase	$1,070.50
00069677 STOTZ EQUIP-CASPER- - Purchase	$80.28
00069683 WESTERN SLING CO - Purchase	$19.50
00069691 GOODYEAR COMMERCIAL TI - 245/1	$626.32
00069692 HOWARD SUPPLY COMPANY - Purcha	$93.78
00069721 GREINER FORD LINCOLN O - Credi	-$40.45
00069727 JACKS TRUCK AND EQUIPM - Purch	$8.08
00069735 CMI-TECO - SENSOR	$473.45
00069736 CMI-TECO - MIRROR BRACKET	$65.84
00069738 CMI-TECO - Purchase	$34.52
00069759 CMI-TECO - Purchase	$4,088.49
00069767 WW GRAINGER - Purchase	$8.64
00069769 DANA SAFETY SUPPLY INC - Purch	$932.91
00069127 EATON SALES & SERVICE - Purcha	$367.00
00069199 CAPITAL BUSINESS SYSTE - Purch	$34.00
00069274 JACKS TRUCK AND EQUIPM - SPRIN	$615.83
00069296 TITAN MACHINERY - GILL - Purch	$208.02
00069307 INT IN COLORADO/WEST -RICON F	$350.24
00069321 INT IN PETERSON EQUIP - HEADL	$264.31
00069331 AMAZON MKTPLACE PMTS W - Purch	$199.00
00069341 SEAT COVERS PLUS - Purchase ST	$132.00
00069079 GREINER FORD LINCOLN O - Credi	-$225.05
00069175 GREINER FORD LINCOLN O - Credi	-$41.29
00069191 GREINER FORD LINCOLN O - Credi	-$138.55
00069213 WHOLESALEMOPAR.COM - Purchase	$283.80
00069246 motosport.com - Purchase	$280.30
00069335 STOTZ EQUIP-CASPER- - Purchase	$41.74
00069358 PRO AIR, LLC - Purchase	$180.00
00069360 HOSE & RUBBER SUPPLY C - Purch	$4.84
00069370 MCMASTER-CARR - Purchase	$52.91
00069372 HOSE & RUBBER SUPPLY C - Purch	$7.02
00069390 STOTZ EQUIP-CASPER- - Purchase	$26.93
00069394 HOSE & RUBBER SUPPLY C - Purch	$8.95
00069406 GREINER FORD LINCOLN O - Purch	$94.74
00069407 DRIVE TRAIN CASPER - Purchase	$6.21
00069429 CENTRAL TRUCK AND DIES - Purch	$3,227.22
00069431 PURVIS INDUSTRIES 67 - Purchas	$346.28
00069436 WW GRAINGER - Purchase	$1.30
00069439 GREINER FORD LINCOLN O - Purch	$1,252.12
00069447 STOTZ EQUIP-CASPER- - Purchase	$425.12
00069451 GREINER FORD LINCOLN O - Purch	$94.74
00069461 NAPA	$2,284.76
00069461 BEARING BELTCHAIN00244 - Purch	$22.49
00069518 STOTZ EQUIP-CASPER- - Purchase	$81.26
00069519 GREINER FORD LINCOLN O - Purch	$95.14

00069520 STOTZ EQUIP-CASPER- - Purchase	$1,371.90
00069530 STOTZ EQUIP-CASPER- - Purchase	$11.66
00069531 WOODWORKERS SUPPLY, I - Purcha	$44.84
00069228 WW GRAINGER - Purchase	$316.14
00069234 HOSE & RUBBER SUPPLY C - Purch	$37.49
00069235 JACKS TRUCK AND EQUIPM - Purch	$135.85
00069238 JACKS TRUCK AND EQUIPM - Purch	$16.00
00069241 AMERI-TECH EQUIPMENT C - Purch	$172.41
00069249 STOTZ EQUIP-CASPER- - Purchase	$43.56
00069258 CASPER TIRE 0000705 - Purchase	$60.00
00069259 CMI-TECO - Purchase	$178.04
00069260 TURBO AND DIESEL SERVI - FICM	$320.69
00069265 WW GRAINGER - Purchase	$98.80
00069271 GREINER FORD LINCOLN O - Purch	$20.08
00069272 WW GRAINGER - Purchase	$444.60
00069276 INT IN PETERSON EQUIP - ADAPT	$78.70
00069281 INT IN PETERSON EQUIP - LENS	$133.82
00069285 TURBO AND DIESEL SERVI - IPR V	$186.99
00069286 WW GRAINGER - Purchase	$19.66
00069292 INT IN PETERSON EQUIP - JOYST	$433.28
00069300 WW GRAINGER - Purchase	$199.92
00069301 GOODYEAR COMMERCIAL TI - Purch	$96.24
00069311 MIDLAND IMPLEMENT CO - Purchas	$56.78
00069314 PACESETTER ENTERPRISES - Purch	$200.00
00069316 WW GRAINGER - Purchase	$39.32
00069317 GREINER FORD LINCOLN O - Purch	$20.30
00069318 CMI-TECO - DOSER ,NIPPLE	$631.70
00069351 CMI-TECO - PRESSURE SWITCH	$23.93
00069357 STOTZ EQUIP-CASPER- - SLEEVE,H	$119.80
00069373 INDUSTRIAL SCREEN & MA - PLOW	$1,012.52
00069378 DECKER AUTO GLASS - 3M6132	$56.34
00069391 S&S CASPER- PARTS - AUTO CHARG	$1,079.69
00069393 WEAR PARTS INC - NUTS	$25.77
00068047 WWW.MDISUPPLY.COM - Purchase	$274.37
00068868 COMTRONIX - Purchase	$855.00
00068898 AMAZON MKTPLACE PMTS W - Purch	$74.97
00068933 CMI-TECO - BELT TENSIONER	$305.74
00068952 KELLYS ALIGNMENT AND B - align	$128.00
00068960 PRO AIR, LLC - FAN ASSY	$180.00
00069036 AmazonPrime Membership - Purch	$10.99
00069047 DRIVE TRAIN CASPER - Purchase	$10.00
00069052 DRIVE TRAIN CASPER - Purchase	$129.70
00069067 JACKS TRUCK AND EQUIPM - Purch	$90.92
00069072 STOTZ EQUIP-CASPER- - Purchase	$1,288.53
00069077 MCMASTER-CARR - Purchase	$49.66
00069082 JACKS TRUCK AND EQUIPM - Purch	$152.70
00069085 STOTZ EQUIP-CASPER- - Purchase	$158.28
00069089 STOTZ EQUIP-CASPER- - Purchase	$556.84
00069095 HONNEN EQUIPMENT 04 - HYD COUP	$70.01
00069100 JACKS TRUCK AND EQUIPM - Purch	$243.01

00069104 S&S CASPER- PARTS - Purchase	$994.71
00069105 STOTZ EQUIP-CASPER- - Purchase	$53.34
00069120 HONNEN EQUIPMENT 04 - BUMPER,	$21.42
00069124 DECKER AUTO GLASS - Purchase	$378.18
00069125 CMI-TECO - Purchase	$84.08
00069126 CMI-TECO - Purchase	$584.37
00069134 PURVIS INDUSTRIES 67 - Purchas	$54.06
00069135 CMI-TECO - Purchase	$385.04
00069139 GREINER FORD LINCOLN O - Credi	-$81.98
00069142 CMI-TECO - Purchase	$183.78
00069143 CMI-TECO - Purchase	$92.82
00069149 AMERI-TECH EQUIPMENT C - Purch	$47.10
00069153 HOSE & RUBBER SUPPLY C - Purch	$111.95
00069157 JACKS TRUCK AND EQUIPM - Purch	$198.70
00069164 UPS (800) 811-1648 - PARTS	$74.98
00069170 JACKS TRUCK AND EQUIPM - Purch	$964.77
00069171 NAPA	$1,215.08
00069171 NAPA	$15.98
00069171 BEARING BELTCHAIN00244 - Purch	$51.99
00069181 GREINER FORD LINCOLN O - Purch	$57.18
00069198 CMI-TECO - Purchase	$76.50
00069205 GOODYEAR COMMERCIAL TI - Purch	$340.32
00069219 LARIAT INTERNATIONAL T - Purch	$70.22
00069220 GREINER FORD LINCOLN O - Purch	$27.54
Subtotal for Cost Center **Fleet Maintenance:**	**$40,960.32**
00069566 AMERICAN ASSOC OF MUSE - Purch	$165.00
00069425 AMERICAN ASSOCIATION F - Purch	$118.00
00069385 SQU SQ HITEK COMMUNIC - Purch	$563.15
Subtotal for Cost Center **Fort Caspar:**	**$846.15**
00069488 MOUNTAIN WEST TECH - Purchase	$49.95
00069118 STAPLES 00114181 - Purch	$18.98
00069140 CPS DISTRIBUTORS INC C - Purch	$18.00
00069167 THE HOME DEPOT #6001 - Purchas	$12.57
Subtotal for Cost Center **Golf Course:**	**$99.50**
00068923 INTERNATL SOCIETY - Purchase	$275.00
Subtotal for Cost Center **Health Insurance:**	**$275.00**
00069562 CRUM ELECTRIC SUPPLY C - Purch	$79.80
00069280 WYOMING MACHINERY CO - Purchas	$340.62
00069304 COWBOY SUPPLY HOUSE IN - Purch	$96.00
00069339 NELCO INC - Purchase	$250.58
00069386 APL ITUNES.COM/BILL - Purchas	$10.49
00069388 ENERGY LABORATORIES - Purchase	$40.00
00069397 AMAZON.COM AMZN.COM/BI - Purch	$43.15
Subtotal for Cost Center **Hogadon:**	**$860.64**
00069501 USPS PO 5715580945 - Purchase	$7.62

00069517 DOUGH ENTERPRISES LLC - Purcha	$60.00
00069547 STERLING BACKCHECK - Purchase	$351.49
00069561 AMAZON.COM AMZN.COM/BI - Purch	$78.88
00069597 PARTY AMERICA CASPER # - Purch	$54.72
00069678 USPS PO 5715580945 - Purchase	$13.40
00069712 BULLWHIP SAUSAGE INC - Purchas	$2,415.00
00069575 THE MERRY PEDDLER - Purchase	$947.60
00069668 AUDIOCOMPLIANCE.COM - Purchase	$89.50
00069755 USPS PO 5715580945 - Purchase	$7.41
00069864 INTUIT IN PEDENS INC - Purch	$10.00
00069168 STAPLES 00114181 - Purch	$15.49
00069208 PARTY AMERICA CASPER # - Purch	$67.44
00069471 WAL-MART #3778 - Purchase	$2,009.76
00069227 CASPER EVENTS CENTER - Purchas	$650.00
Subtotal for Cost Center **Human Resources:**	**$6,778.31**
00069573 AGP PROPANE SERVICES - Purchas	$47.39
00069625 NORCO INC - Purchase	$18.34
00069408 CASPER RECREATIONAL LE - Purch	$350.00
00069411 BAILEYS ACE HDWE - Purchase	$0.70
00069427 FARMER BROTHERS COFFEE - Purch	$85.50
00069434 WAL-MART #1617 - Purchase	$30.24
00069448 SAMSCLUB #6425 - Purchase	$73.80
00069463 SAMSCLUB #6425 - Purchase	$253.42
00069504 AMAZON MKTPLACE PMTS - Purchas	$24.72
00067940 BARGREEN WYOMING 25 - Purchase	$6.00
00069261 NORCO INC - Purchase	$106.08
00069354 NEW WORLD MARKETING LL - Purch	$330.06
00069389 SAMSCLUB.COM - Purchase	$83.00
00069278 BARGREEN WYOMING 25 - Purchase	$12.31
00069293 SAMS CLUB #6425 - Purchase	$73.80
00069295 SAMS CLUB #6425 - Purchase	$53.96
00069310 SAMS CLUB #6425 - Purchase	$186.65
Subtotal for Cost Center **Ice Arena:**	**$1,735.97**
00069490 ESRI - Purchase	$1,199.00
Subtotal for Cost Center **Information Services:**	**$1,199.00**
00069635 NETWORK FLEET. INC. - Purchase	$151.60
00069720 AMAZON MKTPLACE PMTS W - Purch	$29.22
00069760 AMAZON MKTPLACE PMTS W - Purch	$331.24
Subtotal for Cost Center **Metro Animal:**	**$512.06**
00069414 ASSN. OF METRO PLANNIN - Purch	$350.46
00069414 ASSN. OF METRO PLANNIN - Purch	$36.83
Subtotal for Cost Center **Metropolitan Planning:**	**$387.29**
00069384 BAILEYS ACE HDWE - Purchase	$1.91
Subtotal for Cost Center **Municipal Court:**	**$1.91**

00069455 CPS DISTRIBUTORS INC C - Purch	$106.07
00069556 TRACTOR SUPPLY CO #199 - Purch	$46.69
00069577 NORCO INC - Purchase	$35.97
00069581 TRACTOR SUPPLY CO #199 - Purch	$19.99
00069585 CASPER CONTRACTORS SUP - Purch	$13.24
00069591 TRACTOR SUPPLY CO #199 - Purch	$7.49
00069592 WYOMING STEEL AND RECY - Purch	$427.50
00069598 CPS DISTRIBUTORS INC C - Purch	$16.17
00069618 CPS DISTRIBUTORS INC C - Purch	$9.75
00069631 BAILEYS ACE HDWE - Purchase	$37.99
00069635 NETWORK FLEET. INC. - Purchase	$126.80
00069666 BAILEYS ACE HDWE - Purchase	$4.99
00069681 CASPER STAR TRIBUNE - Purchase	$479.56
Subtotal for Cost Center **Parks:**	**$1,332.21**
00069626 ATLAS OFFICE PRODUCTS - Purcha	$117.32
00069806 CASPER STAR TRIBUNE - Purchase	$563.00
00069825 CASPER STAR TRIBUNE - Purchase	$185.20
Subtotal for Cost Center **Planning:**	**$865.52**
00069794 YOURMEMBER-CAREERS - Purchase	$100.00
00069809 PAYPAL POLICE JOBS - Purchase	$80.00
00069851 IHR IHIRE.COM - Purchase	$265.00
00069415 CPU IIT - Purchase	$79.90
00069449 IACP - Purchase	$90.00
00069453 4IMPRINT - Purchase	$986.76
00069473 THE HOME DEPOT #6001 - Purchas	$85.50
00068527 ARA UOLF CHICK-FIL-A - Purchas	$9.48
00069062 UNITED 01623819915071 - Pur	$416.50
00069078 UNITED 01623819915060 - Pur	$416.50
00069094 UNITED 01623819915056 - Pur	$416.50
00069113 UNITED 01623819915082 - Pur	$416.50
00069222 E&F TOWING & RECOVERY - Purcha	$300.00
00069226 PALACE ADV ROOM DEP - Purchase	$62.36
00069242 HOTELS.COM144845527592 - Purch	$106.63
00069243 SOURCE OFFICE AND TECH - Purch	$528.81
00069244 INTOXIMETERS INC - Purchase	$257.25
00069251 PAYPAL REEVESCOMPA - Purchase	$16.12
00069254 VOIANCE LLC - Purchase	$23.30
00069255 HOTELS.COM144845395363 - Purch	$102.34
00069279 AMAZON.COM AMZN.COM/BI - Purch	$13.36
00069303 PUBLIC AGENCY TRAINING - Purch	$495.00
00069319 FEDEX 97019561 - Purchase	$19.82
00069323 UNITED 01623826641393 - Pur	$519.50
00069325 B & B RUBBER STAMP SHO - Purch	$25.95
00069333 HOTELS.COM144900007034 - Purch	$467.90
00069338 SQU SQ AFFORDABLE TOW - Purch	$160.00
00069343 ATT COURT ORDER CHGS - Purchas	$150.00
00069350 FBI LEEDA INC - Purchase	$650.00
00069352 DICKEYS WY-935 - Purchase	$50.74

00069367 UNITED 01623827861504 - Pur	$751.90
00069382 UNITED 01623828371126 - Pur	$537.70
00068461 CASPER ANIMAL MEDICAL - Purcha	$444.36
00068483 SPORTS BAR Q77 - Purchase	$13.61
00068498 UNITED 01626020365491 - Pur	$25.00
00068499 QUILLS COFFEE - Purchase	$9.48
00068512 ARA UOLF CHICK-FIL-A - Purchas	$7.90
00068520 ARA UOLF CHICK-FIL-A - Purchas	$7.58
00068525 QUILLS COFFEE - Purchase	$3.97
00068532 SPORTS BAR Q77 - Purchase	$15.19
00068536 AGAINST THE GRAIN BREW - Purch	$23.82
00068552 ARAMARK EBB - Purchase	$4.64
00068557 AGAINST THE GRAIN BREW - Purch	$18.81
00068561 CHINA EXPRESS GOURMET - Purcha	$9.75
00068572 CHINA EXPRESS GOURMET - Purcha	$9.75
00068578 ANGILOS PIZZA - Purchase	$23.31
00068581 ARAMARK EBB - Purchase	$9.08
00068583 ANGILOS PIZZA - Purchase	$19.92
00068596 Cardinal Hall of Fame - Purcha	$22.93
00068598 Cardinal Hall of Fame - Purcha	$17.35
00068621 ARAMARK EBB - Purchase	$7.19
00068628 ARAMARK VILLE GRILL - Purchase	$10.59
00068630 ARAMARK VILLE GRILL - Purchase	$10.59
00068634 ARAMARK EBB - Purchase	$7.82
00068692 ARAMARK VILLE GRILL - Purchase	$7.41
00068718 CASPER ANIMAL MEDICAL - Purcha	$111.31
00068722 ARAMARK VILLE GRILL - Purchase	$7.41
00068737 NOODLES & CO - Purchase	$11.66
00068744 NOODLES & CO - Purchase	$13.57
00068824 GUY'S SMOKEHOUSE - Purchase	$21.16
00068842 GUY'S SMOKEHOUSE - Purchase	$20.41
00068843 TINSLEY FAMILY CONCESS - Purch	$11.85
00068852 TINSLEY FAMILY CONCESS - Purch	$12.59
00068853 CHICK-FIL-A - Purchase	$10.15
00068890 NOLAND FEED INC. - Purchase	$75.20
00069076 MCDONALD'S F35665 - Purchase	$21.00
00069087 EXXONMOBIL 45947843 - Purch	$34.93
00069131 SAMS CLUB #6425 - Purchase	$54.94
00069144 PAYPAL REEVESCOMPA - Purchase	$27.27
00069155 ENTENMANN-ROVIN COMPAN - Purch	$56.50
00069158 INST. OF POLICE TECH & - Purch	$29.00
00069162 DELTA 00623108484342 - Pur	$392.50
00069169 COCA COLA BOTTLING CO - Purcha	$103.85
00069172 INST. OF POLICE TECH & - Purch	$29.00
00069178 INST. OF POLICE TECH & - Purch	$39.00
00069180 VZWRLSS IVR VB - Purchase	$990.98
00069182 INST. OF POLICE TECH & - Purch	$29.00
00069183 VZWRLSS IVR VB - Purchase	$3,026.91
00069193 INST. OF POLICE TECH & - Purch	$39.00
00069202 INST. OF POLICE TECH & - Purch	$29.00

00069203 PUBLIC AGENCY TRAINING - Purch	$450.00
00069215 PUBLIC AGENCY TRAINING - Purch	$550.00
00069216 HOTELS.COM144845360086 - Purch	$106.74
Subtotal for Cost Center **Police:**	**$15,636.30**
00068429 CORPORATE ARMOR - Purchase	$8,975.43
Subtotal for Cost Center **Police Equipment:**	**$8,975.43**
00068646 MCDONALD'S F35201 - Purchase	$6.79
00068706 PARADIES #9801 SLC - Purchase	$4.11
00068724 PITA JUNGLE-DOWNTO - Purchase	$11.89
00068725 HYATT REG PHOENIX F&B - Purcha	$28.72
00068766 PEI WEI - 33 - Purchase	$10.67
00068773 WENDYS 9038 - Purchase	$5.20
00068781 HYATT REG PHOENIX F&B - Purcha	$18.75
00068787 PEI WEI - 33 - Purchase	$15.21
00068807 HYATT REG PHOENIX F&B - Purcha	$8.12
00068813 MATCH CUISINE - Purchase	$4.80
00068827 NORTHNEWSST2612 - Purchase	$3.19
00068828 HYATT REG PHOENIX F&B - Purcha	$12.62
00068840 PITA JUNGLE-DOWNTO - Purchase	$11.89
00068845 ZEN THAI CAFE - Purchase	$29.89
00069223 SQ SQ POKES DELI - Purch	$104.84
00069138 CONF CRIME AGNST WOMEN - Purch	$2,175.00
00069160 UNITED 01623823681141 - Pur	$301.50
00069161 UNITED 01623823659721 - Pur	$276.50
00069163 UNITED 01623823681130 - Pur	$301.50
00069174 UNITED 01623823681152 - Pur	$301.50
00069176 UNITED 01623823681126 - Pur	$301.50
00069180 VZWRLSS IVR VB - Purchase	$80.02
00069185 UNITED 01623823769960 - Pur	$234.60
00069190 UNITED 01623823681115 - Pur	$301.50
00069204 UNITED 01623823659732 - Pur	$276.50
Subtotal for Cost Center **Police Grants:**	**$4,826.81**
00069491 CABELAS.COM - Purchase	$249.99
00069578 SQU SQ ATLANTIC ELECT - Purch	$3,297.00
00069584 SQU SQ ATLANTIC ELECT - Purch	$838.13
00069363 CPU IIT - Purchase	$1,835.96
Subtotal for Cost Center **Property & Liability Insurance:**	**$6,221.08**
00069587 NORCO INC - Purchase	$318.96
00069686 SPORTSMITH - Purchase	$37.51
00069756 WAL-MART #1617 - Purchase	$5.88
00069756 WAL-MART #1617 - Purchase	$17.53
00069871 NORCO INC - Credit	-$378.21
00069026 SAMSCLUB #6425 - Purchase	$77.80
00069694 STAPLES 00114181 - Purch	$14.96
00069440 DOLLAR TREE - Purchase	$25.00
00069485 USPS PO 5715580478 - Purchase	$7.70

00069523 FACEBK JNUJSEWYJ2 - Purchase	$37.42
00069344 DOMINO'S 6042 - Purchase	$42.94
00069368 SAMSCLUB #6425 - Purchase	$61.85
Subtotal for Cost Center **Recreation:**	**$269.34**
00069435 WYOMING GROUNDS KEEPER - Purch	$190.00
00069635 NETWORK FLEET. INC. - Purchase	$483.53
00069484 SOURCE OFFICE AND TECH - Purch	$225.00
00069494 AIRGAS CENTRAL - Purchase	$12.49
00069508 AIRGAS CENTRAL - Purchase	$863.14
00069525 AIRGAS CENTRAL - Purchase	$480.40
00069537 BAILEYS ACE HDWE - Purchase	$34.91
00069553 ALL-OUT FIRE EXTINGUIS - Purch	$225.00
00069555 SAMSCLUB #6425 - Purchase	$154.98
00069560 CMI-TECO - Purchase	$917.46
00069567 WAL-MART #1617 - Purchase	$34.83
00069602 ALSCO INC. - Purchase	$329.50
00069632 AIRGAS CENTRAL - Purchase	$219.10
00069632 AIRGAS CENTRAL - Purchase	$429.31
00069655 BLOEDORN LUMBER CASPER - Purch	$1,487.91
00069656 SOLID WASTE ASSOCIA - Purchase	$79.00
00069669 BAILEYS ACE HDWE - Purchase	$35.56
00069690 SOLID WASTE ASSOCIA - Purchase	$79.00
00069717 BAILEYS ACE HDWE - Purchase	$7.49
00069718 SOURCE OFFICE AND TECH - Purch	$76.70
00069741 CMI-TECO - Purchase	$7,188.17
00069749 CDW GOVT #LQF3709 - Purchase	$1,761.29
00069764 CMI-TECO - Purchase	$175.95
00069837 CDW GOVT #LQP2062 - Purchase	$280.86
00068998 CASPER TIRE 0000705 - Purchase	$42.50
00069232 BAILEYS ACE HDWE - Purchase	$13.99
00069361 CASPER TIRE 0000705 - Purchase	$25.00
00069395 HARBOR FREIGHT TOOLS 3 - Purch	$31.94
Subtotal for Cost Center **Refuse Collection:**	**$15,885.01**
00069635 NETWORK FLEET. INC. - Purchase	$18.95
00069522 BAILEYS ACE HDWE - Purchase	$59.98
00069611 ALSCO INC. - Purchase	$255.64
00069623 CASPER FIRE EXTINGUISH - Purch	$100.75
00069630 NORCO INC - Purchase	$91.48
00069648 BEARING BELTCHAIN00244 - Purch	$3.01
00069722 WESTERN WYOMING LOCK & - Purch	$111.14
00069428 INT IN NEVEREST EQUIP - Purch	$734.00
00069289 ALBERTSONS #0062 - Purchase	$9.98
00069326 CASPER CONTRACTORS SUP - Purch	$59.89
00069379 SAMSCLUB #6425 - Purchase	$39.88
Subtotal for Cost Center **Sewer:**	**$1,484.70**
00069635 NETWORK FLEET. INC. - Purchase	$549.55
00069742 VCN WYDOT CASPER CTR - Purchas	$84.00

00069750 SEARS ROEBUCK 2341 - Purchas	$29.99
00069695 THE HOME DEPOT 6001 - Purchase	$249.00
00069715 CPU IIT - Purchase	$1,820.40
00069734 ALSCO INC. - Purchase	$445.30
00069468 ANIXTER INC - UPS - Purchase	$305.00
00069478 OREILLY AUTO #2746 - Purchase	$45.76
00069486 LYLE SIGNS - Purchase	$98.00
00069628 CASPER STAR TRIBUNE - Purchase	$544.92
Subtotal for Cost Center **Streets:**	**$4,171.92**
00069496 CASPER WINNELSON CO - Purchase	$53.82
00069513 THE HOME DEPOT #6001 - Purchas	$120.25
00069516 USPS PO 5715580945 - Purchase	$6.70
00069533 WW GRAINGER - Purchase	$21.89
00069536 BAILEYS ACE HDWE - Purchase	$37.98
00069549 CASPER CONTRACTORS SUP - Purch	$64.04
00069559 NORCO INC - Purchase	$197.90
00069600 REXEL 3212 - Purchase	$499.47
00069639 NORTHROP BOILER WORKS - Purcha	$304.80
00069653 BEARING BELTCHAIN00244 - Purch	$33.87
00069671 INTERMOUNTAIN MOTOR SA - Purch	$138.75
00069673 ALSCO INC. - Purchase	$515.80
00069676 NORTHROP BOILER WORKS - Purcha	$210.97
00069687 THE HOME DEPOT #6001 - Purchas	$142.09
00069723 CASPER WINNELSON CO - Purchase	$283.52
00069733 LONG BLDG. TECHNOLOGIE - Purch	$1,980.00
00069768 FERGUSON ENT #3069 - Purchase	$23.69
00069421 TRACTOR SUPPLY CO #199 - Purch	$30.00
00069405 BAILEYS ACE HDWE - Purchase	$39.01
00069240 BEARING BELTCHAIN00244 - Purch	$75.96
00069381 ATLAS OFFICE PRODUCTS - Purcha	$89.67
00069212 ACE RADIATOR SERVICE - Purchas	$253.00
Subtotal for Cost Center **Waste Water:**	**$5,123.18**
00068736 CRUM ELECTRIC SUPPLY C - Purch	$424.90
00069322 PIPEMANPRO - Purchase	$54.62
00069346 PIPEMANPRO - Credit	-$10.56
00069375 THE HOME DEPOT #6001 - Purchas	$9.97
00069423 ENERGY LABORATORIES, I - Purch	$81.00
00069441 ENERGY LABORATORIES, I - Purch	$81.00
00069635 NETWORK FLEET. INC. - Purchase	$170.55
00069469 NACE INTERNATIONAL - Purchase	$265.00
00069481 CASPER COLLEGE - Purchase	$352.00
00069489 BEARING BELTCHAIN00244 - Purch	$3.99
00069545 TEST GAUGE & BACKFLOW - Purcha	$141.87
00069546 ENERGY LABORATORIES, I - Credi	-$81.01
00069551 SUTHERLANDS 2219 - Purchase	$12.98
00069569 CASPER COLLEGE - Purchase	$352.00
00069576 ENERGY LABORATORIES, I - Purch	$660.00
00069649 DANA KEPNER CO. - Purchase	$21.37

00069701 71 SOIL AND STONE - Purchase	$3,121.60
00069705 ENERGY LABORATORIES, I - Purch	$81.00
00069503 SQ SQ FINISH LINE SY - Purch	$5,782.15
00069542 SQ SQ FINISH LINE SY - Purch	$653.92
00069239 UNION WIRELESS - Purchase	$678.00
00069239 UNION WIRELESS - Purchase	$126.34
00069287 CRUM ELECTRIC SUPPLY C - Purch	$153.42
00069290 PP WYOMINGWATE - Purchase	$30.00
00069297 INT IN GREAT PLAINS C - Purch	$168.93
00069302 WYOMING WATER ASSOCIAT - Purch	$500.00
00069306 DANA KEPNER CO. - Purchase	$27.86
00069308 ENERGY LABORATORIES, I - Purch	$374.00
00069329 MSPS - Purchase	$2,190.00
00068876 CPU IIT - Purchase	$1,710.00
00069218 GEORGE T SANDERS 20 - Credit	-$34.38
00069236 PAYPAL SUBSURFACE - Purchase	$101.36
Subtotal for Cost Center **Water:**	**$18,203.88**
00069499 ENERGY LABORATORIES - Purchase	$231.00
00069509 ATLAS OFFICE PRODUCTS - Purcha	$157.85
00069543 WYOMING ASSOCIATION OF - Purch	$1,155.00
00069629 XEROX CORPORATION/RBO - Purcha	$262.17
00069646 ENERGY LABORATORIES - Purchase	$470.00
00069670 ALSCO INC. - Purchase	$190.95
00069711 COASTAL CHEMICAL CO LL - Purch	$83.50
00069713 WW GRAINGER - Purchase	$9.90
00069730 ENERGY LABORATORIES - Purchase	$231.00
00069731 WW GRAINGER - Purchase	$200.65
00069404 INTERSTATE ALL BATTERY - Purch	$73.95
00069237 SUTHERLANDS 2219 - Purchase	$10.44
00069247 SUTHERLANDS 2219 - Purchase	$7.24
00069250 ALBERTSONS #0060 - Purchase	$45.85
00069262 PIZZA HUT #240 - Purchase	$65.98
00069269 ENERGY LABORATORIES - Purchase	$2,722.00
00069273 INTERSTATE ALL BATTERY - Purch	$35.15
00069283 ENERGY LABORATORIES - Purchase	$231.00
00069298 ENERGY LABORATORIES - Purchase	$231.00
00069320 AGP PROPANE SERVICES - Purchas	$28.42
00069355 ALBERTSONS #0060 - Purchase	$33.96
00069369 SUTHERLANDS 2219 - Purchase	$60.94
Subtotal for Cost Center **Water Treatment Plant:**	**$6,537.95**
00069435 WYOMING GROUNDS KEEPER - Purch	$570.00
00069476 BAILEYS ACE HDWE - Purchase	$2.39
00069426 INTUIT IN PEDENS INC - Purch	$12.00
Subtotal for Cost Center **Weed And Pest:**	**$584.39**
Vendor Subtotal:	**$197,246.34**

PEPSI COLA OF CASPER	2199033560 PRODUCT	$289.00
	2199034007 PRODUCT	$23.56
	2199034307 PRODUCT	$29.98
	2199034693 PRODUCT	$517.76
	2199034897 PRODUCT	$278.50
	Subtotal for Cost Center **Ice Arena:**	**$1,138.80**
	Vendor Subtotal:	**$1,138.80**
POSTAL PROS SOUTHWEST INC	4540 UTILITY BILLING FEES	$2,425.56
	4587 UTILITY BILLING FEES	$3,050.05
	45583 WEB POSTING	$4,201.00
	Subtotal for Cost Center **Finance:**	**$9,676.61**
	Vendor Subtotal:	**$9,676.61**
RICHARD MOORE	1-284086 STEEL TOE BOOT REIMBURSEMENT	$59.40
	Subtotal for Cost Center **Water:**	**$59.40**
	Vendor Subtotal:	**$59.40**
RICOH USA PROGRAM PROVIDED BY GE CAPITAL	5051849968 COPIER MAIN	$151.50
	5052070565 COPIER MAIN/COUNT	$471.21
	Subtotal for Cost Center **Police:**	**$622.71**
	Vendor Subtotal:	**$622.71**
ROCKY MOUNTAIN POWER	AP00014902091814 ELECTRICITY	$4,839.88
	AP000169020718 ELECTRICITY	$416.94
	Subtotal for Cost Center **Aquatics:**	**$5,256.82**
	AP00016702091814 ELECTRICITY	$9,406.08
	RIN0028414 LANDFILL REMEDIATION PROGRAM	$467.46
	Subtotal for Cost Center **Balefill:**	**$9,873.54**
	AP00015002091814 ELECTRICITY	$200.62
	Subtotal for Cost Center **Cemetery:**	**$200.62**
	AP00015102091814 ELECTRICITY	$2,693.50
	AP00015102091814 ELECTRICITY	$1,154.96
	AP00015102091814 ELECTRICITY	$33.93
	AP00015102091814 ELECTRICITY	$1,029.72
	Subtotal for Cost Center **City Hall:**	**$4,912.11**
	AP00015502091814 ELECTRICITY	$2,576.53
	AP00024002091814 ELECTRICITY	$560.66

Subtotal for Cost Center **Fire:**	**$3,137.19**
AP00015402091814 ELECTRICITY	$3,941.12
Subtotal for Cost Center **Fleet Maintenance:**	**$3,941.12**
AP00015602091814 ELECTRICITY	$434.24
Subtotal for Cost Center **Fort Caspar:**	**$434.24**
AP000157020718 ELECTRICITY	$2,743.65
Subtotal for Cost Center **Golf Course:**	**$2,743.65**
AP00023502091814 ELECTRICITY	$4,330.15
AP000158020618 ELECTRICITY	$7,454.22
Subtotal for Cost Center **Hogadon:**	**$11,784.37**
AP00015902091814 ELECTRICITY	$6,129.84
Subtotal for Cost Center **Ice Arena:**	**$6,129.84**
AP00016002091814 ELECTRICITY	$906.19
Subtotal for Cost Center **Metro Animal:**	**$906.19**
AP00018102091814 ELECTRICITY	$2,801.02
AP000161020718 ELECTRICITY	$1,757.58
AP000180020718 ELECTRICITY	$3,847.20
Subtotal for Cost Center **Parks:**	**$8,405.80**
AP00016202091814 ELECTRICITY	$305.93
Subtotal for Cost Center **Police:**	**$305.93**
AP00015202091814 ELECTRICITY	$3,143.80
Subtotal for Cost Center **Recreation:**	**$3,143.80**
AP00016302091814 ELECTRICITY	$520.96
AP000239020618 ELECTRICITY	$79.19
Subtotal for Cost Center **Sewer:**	**$600.15**
AP00016402091814 ELECTRICITY	$48,436.42
AP00024102091814 ELECTRICITY	$85.03
AP000170020618 ELECTRICITY	$82.00
Subtotal for Cost Center **Streets:**	**$48,603.45**
AP00016602091814 ELECTRICITY	$26,504.36
Subtotal for Cost Center **Waste Water:**	**$26,504.36**
AP000165020718 ELECTRICITY	$17,953.45
Subtotal for Cost Center **Water:**	**$17,953.45**
Vendor Subtotal:	**$154,836.63**

S. J. MILLER ASSOCIATES, LLC.	1297 BACKGROUND SCREENING	$260.00
	Subtotal for Cost Center **City Attorney:**	**$260.00**
	Vendor Subtotal:	**$260.00**
SAM PARSON'S UPHOLSTERY	67344 REPAIR SEAT CUSHION	$125.00
	Subtotal for Cost Center **Fleet Maintenance:**	**$125.00**
	Vendor Subtotal:	**$125.00**
SARA NELSON	09964C CLOTHING REIMBURSEMENT	$105.01
	Subtotal for Cost Center **Police:**	**$105.01**
	Vendor Subtotal:	**$105.01**
SARAH BOYLE	1419955352 CLOTHING REIMBURSEMENT	$483.12
	Subtotal for Cost Center **Police:**	**$483.12**
	Vendor Subtotal:	**$483.12**
SENIOR PATIENT ADVOCATES	2017.0927 MEDICARE INS. CONSULTATION	$450.00
	Subtotal for Cost Center **Health Insurance:**	**$450.00**
	Vendor Subtotal:	**$450.00**
SHANNON DALEY	RIN0028407 TRAINING REIMBURSEMENT	$1,322.57
	Subtotal for Cost Center **Police Grants:**	**$1,322.57**
	Vendor Subtotal:	**$1,322.57**
SHAW POLYGRAPH SERVICES INC	1221 POLYGRAPH SCHOOL	$6,090.00
	Subtotal for Cost Center **Police:**	**$6,090.00**
	Vendor Subtotal:	**$6,090.00**
SMARSH, INC	AP00017702091814 EMAIL MAINTENANCE-INV00330199	$1,747.50
	Subtotal for Cost Center **Finance:**	**$1,747.50**
	Vendor Subtotal:	**$1,747.50**
SPILLMAN TECHNOLOGIES, INC	37579 SPILLMAN SOFTWARE	$2,116.00
	Subtotal for Cost Center **Police:**	**$2,116.00**

INC.		
	Vendor Subtotal:	**$2,116.00**
STATE OF NEBRASKA - DEPT OF MOTOR VEHICLES	RIN0028297 DRIVING RECORD	$3.00
	Subtotal for Cost Center **Police:**	**$3.00**
	Vendor Subtotal:	**$3.00**
STATE OF WY. - DEPT. OF REVENUE	JANUARY 2018 SALES TAX JANUARY 2018	$7.69
	Subtotal for Cost Center **Aquatics:**	**$7.69**
	JANUARY 2018 SALES TAX JANUARY 2018	$0.75
	Subtotal for Cost Center **Balefill:**	**$0.75**
	JANUARY 2018 SALES TAX JANUARY 2018	$42.66
	Subtotal for Cost Center **Fort Caspar:**	**$42.66**
	JANUARY 2018 SALES TAX JANUARY 2018	$565.60
	Subtotal for Cost Center **Ice Arena:**	**$565.60**
	JANUARY 2018 SALES TAX JANUARY 2018	$48.12
	Subtotal for Cost Center **Recreation:**	**$48.12**
	Vendor Subtotal:	**$664.82**
STATE OF WY. - NOTARY DIV.	RIN0028298 NEW NOTARY JA	$30.00
	RIN0028306 NEW NOTARY MM	$30.00
	Subtotal for Cost Center **Police:**	**$60.00**
	RIN0028299 RENEW IZA NOTARY	$30.00
	Subtotal for Cost Center **Police Grants:**	**$30.00**
	Vendor Subtotal:	**$90.00**
STATE OF WY. - OFFICE OF STATE LANDS & INVEST	RIN0028418 CWSRF#77 PRINCIPAL	$106,884.46
	RIN0028418 CWSRF#77 INTEREST	$33,287.82
	Subtotal for Cost Center **Balefill:**	**$140,172.28**
	Vendor Subtotal:	**$140,172.28**
STONERIVER CONSTRUCTION	0030324964 UTILITY REFUND	$24.41
	Subtotal for Cost Center **Water:**	**$24.41**
	Vendor Subtotal:	**$24.41**

SUMMIT ELECTRIC LLC.	7611 INSTALL SWITCH FOR SOFT INTERV	$384.05
	7606 RANGE PROJECT	$1,192.62
	Subtotal for Cost Center **Police:**	**$1,576.67**
	Vendor Subtotal:	**$1,576.67**
TAYLOR, TOMMI	0030324967 UTILITY REFUND	$46.69
	Subtotal for Cost Center **Water:**	**$46.69**
	Vendor Subtotal:	**$46.69**
TIFFANY ELHART	RIN0028321 CLOTHING REIMBURSE\	$178.50
	Subtotal for Cost Center **Police:**	**$178.50**
	Vendor Subtotal:	**$178.50**
TRIHYDRO CORP.	0126680 BROWNFIELDS EPA - PETROLEUM	$3,219.25
	0126679 BROWNFIELDS EPA - HAZARDOUS	$3,294.30
	Subtotal for Cost Center **Planning:**	**$6,513.55**
	126454 CITIZEN SCIENTIST 17-061	$124.00
	Subtotal for Cost Center **Refuse Collection:**	**$124.00**
	Vendor Subtotal:	**$6,637.55**
URGENT CARE OF CASPER LLC.	3214 MEDICAL TESTING	$1,125.00
	Subtotal for Cost Center **Police:**	**$1,125.00**
	Vendor Subtotal:	**$1,125.00**
VISION SVC. PLAN	804838226 VISION COVERAGE PREMIUM	$3,012.76
	Subtotal for Cost Center **Health Insurance:**	**$3,012.76**
	Vendor Subtotal:	**$3,012.76**
WAMCO LABS, INC.	13523 FULL WET TEST MINNOWS ONLY	$1,000.00
	Subtotal for Cost Center **Waste Water:**	**$1,000.00**
	Vendor Subtotal:	**$1,000.00**
WARDWELL WATER & SEWER DISTRICT	RIN0028397 BOOSTER IRRAGATION	$14.30
	Subtotal for Cost Center **Water Treatment Plant:**	**$14.30**

	Vendor Subtotal:	**$14.30**
WATER TECHNOLOGY GROUP	5411375 PUMP REPLACEMENT SUNFLOWER	$5,330.00
	Subtotal for Cost Center **Sewer:**	**$5,330.00**
	Vendor Subtotal:	**$5,330.00**
WELLS, ERIN	0030324970 UTILITY REFUND	$52.63
	Subtotal for Cost Center **Water:**	**$52.63**
	Vendor Subtotal:	**$52.63**
WESTRIECHER, DYLON	0030324965 UTILITY REFUND	$22.69
	Subtotal for Cost Center **Water:**	**$22.69**
	Vendor Subtotal:	**$22.69**
WITTKOP, WADE	0030324969 UTILITY REFUND	$15.20
	Subtotal for Cost Center **Water:**	**$15.20**
	Vendor Subtotal:	**$15.20**
WLC ENGINEERING - SURVEYING - PLANNING	2018-10133 HOGADON UNDERGROUND INJECTION	$3,697.68
	Subtotal for Cost Center **Hogadon:**	**$3,697.68**
	2018-10122 DESIGN & CA FOR HIGHLAND PARK/	$10,595.96
	Subtotal for Cost Center **Streets:**	**$10,595.96**
	2018-10124 WEST CASPER ZONE II WATER SYST	$4,736.90
	2018-10124 WEST CASPER ZONE II WATER SYST	$2,333.10
	Subtotal for Cost Center **Water:**	**$7,070.00**
	Vendor Subtotal:	**$21,363.64**
WY. FIRE CHIEFS' ASSOC.	RIN0028392 Wy. Fire Chiefs' Association	$160.00
	Subtotal for Cost Center **Fire:**	**$160.00**
	Vendor Subtotal:	**$160.00**
WY. LAW ENFORCEMENT ACADEMY	U-10425 TACT MED INSTRUCTOR TRAINING	$180.00
	Subtotal for Cost Center **Police:**	**$180.00**

	Vendor Subtotal:	**$180.00**
WYOMING MEDICAL CENTER	1733200144 INVESTIGATION	$480.80
	Subtotal for Cost Center **Police:**	**$480.80**
	Vendor Subtotal:	**$480.80**
ZUNESIS, INC.	CASP-122817 SPILLMAN SERVER UPGRADE	$28,662.48
	Subtotal for Cost Center **Police:**	**$28,662.48**
	Vendor Subtotal:	**$28,662.48**
	Grand Total	**$1,795,245.60**

Approved By

On

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
02/20/18

Payroll Disbursements

2/8/18	City-Fire Payroll	$	1,153,650.17
2/8/18	Benefits & Deductions	$	197,821.70
	Total Payroll	**$**	**1,351,471.87**

Additional Fees

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

Additional Accounts Payable

2/1/18	Prewrits - utility refunds/Petty Cash/Refund		
	Brynn Cantrell	$	36.73
	Coupens Const. LLC	$	15.46
	Olivia Donald	$	17.09
	First Interstate Bank - Petty Cash	$	395.08
	Mia Gao	$	55.47
	Ernest W. Grimes Jr.	$	10.24
	Joshua Henson	$	41.04
	Kristina Holland	$	28.96
	Emerick Huber	$	46.87
	James Lipes	$	270.23
	Aimee/Dalton Lantz	$	54.47
	Jayme Locke	$	53.97
	Zachary Lovelace	$	37.75
	Chad Post/Paige Novosat	$	36.80
	Saige Wall	$	51.11
	Travis Winchell	$	53.46
2/12/18	Global Spectrum	$	61,861.00
	Total Additional AP	**$**	**63,065.73**

January 29, 2018

MEMO TO: J. Carter Napier, City Manager JCN

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

SUBJECT: Establish Public Hearing to Review a Municipal Code Text Amendment Relating to Fencing/Buffering

Meeting Type & Date: Regular Council meeting February 20, 2018.

Action Type: Establish Public Hearing for March 6, 2018

Recommendation: That Council, by minute action, establish March 6, 2018 as the date of the public hearing for the review of a Municipal Code text amendment related to fencing/buffering.

Summary: Several months ago, the Planning and Zoning Commission and the City Council were presented with a zone change request in North Casper, the purpose of which was to change the property from residential zoning to commercial zoning to allow the property owner to keep a six (6) foot fence she had constructed in violation of the City's front yard fencing height restrictions. The property owner's purpose in constructing the fence was to buffer her multi-family residential property from the commercial property directly adjacent to it. The zone change was ultimately approved by the City Council, which allowed the property owner to keep the fence; however, the City Council directed staff to amend the Municipal Code to allow residential properties that border commercial properties to construct a buffering fence along the entire common lot line between the two properties.

An ordinance was drafted, which staff believes is a relatively simple amendment that will improve compatibility between dissimilar uses, but also, doesn't open up the possibility for every residential property in the City to construct a tall fence in the front yard. The purpose of the residential front yard fence height limitation is both aesthetic, and based in safety. If tall opaque fences were generally allowed in all residential front yards, those fences would present sight distance obstructions for vehicles trying to exit driveways and alleys, and would also obstruct motorists' views of pedestrians and children directly adjacent to the roadway. The current limitation in the Municipal Code restricts all front yard fences to either three (3) or four (4) feet in height, depending on the type of fence (transparency).

The Planning and Zoning Commission reviewed the proposed text amendment at its January 18th, 2018 public meeting, and unanimously supported the proposed ordinance.

February 12, 2018

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Liz Becher, Community Development Director LB

SUBJECT: Authorizing a Real Estate Purchase Agreement with 1890 Holdings, LLC (1890) in the amount of $300,500 for Economic Development Purposes.

Meeting Type & Date:
Regular Council Meeting, February 20, 2018.

Action Type:
Public Hearing and Resolution

Recommendation:
That Council, following a public hearing, by resolution, authorize a Real Estate Purchase Agreement with 1890 for economic development purposes pursuant to W.S. § 15-1-112(b)(i)(D) on City land located on South Ash Street, and described as a 10,500 square foot parcel of vacant land identified as Lots 13-15, Block 1, City of Casper, County of Natrona, State of Wyoming.

Summary:
1890 is interested in purchasing and redeveloping the above described real property for a use which will benefit the economic development of the municipality. 1890 will repurpose the existing building into an expanded location for its branded production and retail showroom of outdoor apparel and accessories, as well as a social gathering site.

Notice of the public hearing to sell the described property was published in the Casper Star-Tribune for three (3) consecutive weeks in accordance with Wyoming State statute.

Financial Considerations:
The FY18 approved budget includes the sales revenue of $300,500 from the sale of this property. The revenue would be captured in the Revolving Land fund.

Oversight/Project Responsibility:
Liz Becher, Community Development Director, and Craig Collins, City Planner.

Attachments:
Copy of the legal notice
Real Estate Purchase Agreement
Warranty Deed
Resolution

LEGAL NOTICE
SALE OF CITY-OWNED PROPERTIES

Pursuant to Wyoming State Statute 15-1-112(b), the City of Casper, Wyoming hereto advertises its intent to sell the following-described real properties under the terms listed below, and upon completion of a required public hearing on February 20, 2018, at 6:00 PM, in the City Council Chambers, 200 North David Street, Casper, Wyoming 82601, notice of which is hereby made.

PARCEL 1:

- Legal Description - Lots 20-22, Block 1, City of Casper, Situated in the County of Natrona, State of Wyoming
- Site size/area - 13,500 square feet
- Building/structure size/area – 1,240 square feet
- Appraised value of property in 2016 when purchased by City - $10.36 per square foot
- 2017 Appraised value - $217,000 ($16.06 per square foot)
- High Bid (Proposed Sale Price) - $220,000 ($16.30 per square foot)
- Net profit – $5.94 per square foot, or $80,190 total

PARCEL 2:

- Legal Description - Lots 13-15, Block 1, City of Casper, Situated in the County of Natrona, State of Wyoming.
- Site size/area – 10,500 square feet
- Building/structure size/area – 5,040 square feet
- Appraised value of property in 2016 when purchased by City - $20.41 per square foot
- 2017 Appraised value - $300,000 ($28.57 per square foot)
- High Bid (Proposed Sale Price) - $300,500 ($28.62 per square foot)
- Net profit - $8.21 per square foot or $86,205 total

Dated this 26th day of January, 2018.

Craig Collins
City of Casper, Community
Development Department

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is made and entered into this ____ day of _____, 2018 by and between the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601, hereinafter referred to as the "Seller"; and 1890 Holdings, LLC ("Buyer"), P.O. Box 1890, Casper, Wyoming 82602-1890, hereinafter referred to as the "Buyer"; the Seller and the Buyer collectively referred to as the "Parties."

RECITALS

Whereas, the Seller is the owner of real property more particularly described in Article I below; and

Whereas, the Buyer desires to purchase said real property from the Seller pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, the Parties agree by and between them as follows:

ARTICLE I: DESCRIPTION OF PROPERTY

Seller is the owner of the real property described as Lots 13-15, Block 1, City of Casper, and set forth on Exhibit A attached hereto located in Natrona County, State of Wyoming (hereinafter referred to as the "real property").

ARTICLE II: PURCHASE PRICE AND CLOSING COSTS

Buyer agrees to pay Seller the total sum of THREE HUNDRED THOUSAND AND FIVE HUNDRED DOLLARS ($300,500.00) in cash or its equivalent at closing for the purchase of the real property.

Seller agrees to pay and be solely responsible for the title insurance premium attributable to the real property being sold and conveyed to the Buyer.

The Buyer agrees to pay and be solely responsible for the recording fee for the warranty deed from the Seller to the Buyer.

The Parties agree to equally split the costs of any closing agent's fee between them.

Seller agrees to pay the costs of recording all instruments as may be necessary to clear the title to the Seller's real property being conveyed under this Agreement.

ARTICLE III: WARRANTY DEED

The Seller agrees to convey, by warranty deed, all of its right, title, and interest in and to the real property to the Buyer at closing, free and clear of all liens and encumbrances, except easements, covenants, and restrictive covenants of record.

ARTICLE IV: TAXES AND INSURANCE

There are no general real estate and personal property taxes levied against the real property, nor any special assessments levied against said real property prior to the execution of this Agreement.

ARTICLE V: POSSESSION AND CLOSING

THE PARTIES HEREBY SPECIFICALLY AGREE THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT AND THE CLOSING THEREOF AT THE TIME AND DATE SPECIFIED HEREIN.

Buyer shall have possession of the real property at the date and time of closing of this Agreement.

The closing shall occur on or before February 23, 2018, at the office of First American Title Company, 159 North Wolcott, Suite 250, Casper, Wyoming 82601, or at such other date and time as agreed to in writing by the Parties hereto.

ARTICLE VI: TITLE INSURANCE

Seller agree to furnish to the Buyer, at Seller's expense, a current commitment for an Owner's title insurance policy (the "Title Commitment") through First American Title Company, 159 North Wolcott, Suite 250, Casper, Wyoming 82601 in an amount equal to the purchase price of the real property, showing merchantable title in the Seller. Seller shall deliver the title insurance commitment to the Buyer prior to closing, after the approval of this Agreement by the Casper City Council, and shall further deliver the title

insurance policy for this transaction to the Buyer without unreasonable delay after closing.

Title to the real property shall be merchantable in the Seller. Prior to closing, after the Buyer's receipt of the Title Commitment, Buyer shall notify Seller, in writing, of any objections to the title (the "Title Objections"). Seller shall have no obligation to remove or cure the Title Objections, and Buyer shall have the right, in its sole discretion, to (i) obtain, at Buyer's expense, applicable endorsements to the title insurance policy covering and insuring against the said Title Objections, and Buyer may then elect to accept the then existing title insurance with the applicable endorsements and close this Agreement, or (ii) close this transaction notwithstanding the Title Objections, or (iii) terminate this Agreement by giving written notice thereof to Seller prior to closing, and upon such termination, this Agreement shall be null and void between the Parties. In the event Buyer elects to obtain title insurance endorsements to cover any such Title Objections, or elects to close this Agreement notwithstanding the Title Objections, then, the Buyer shall be deemed to have waived such title defects, which waiver shall survive the closing of this Agreement.

ARTICLE VII: INSPECTIONS/WARRANTY

Buyer hereby states that it has inspected the real property, including all improvements, attachments, and fixtures thereof and accepts the real property in its current condition. Buyer hereby states that it is not relying upon any representation of warranty made by the Seller or any agent of the Seller, other than as set forth in this Agreement.

Buyer hereby states that it is purchasing the real property, improvements, and fixtures contained thereon **"AS IS." SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION, ENVIRONMENTAL OR OTHERWISE, OR THE MERCHANTABILITY OF THE REAL PROPERTY BEING SOLD TO BUYER PURSUANT TO THIS AGREEMENT, EXCEPT AS TO GOOD AND MERCHANTABLE TITLE AS SET FORTH ABOVE, AND THIS WARRANTY EXCLUSION SHALL SURVIVE THE CLOSING OF THIS AGREEMENT.**

ARTICLE VIII: DEFAULT AND REMEDY PROVISIONS

Each Party hereto shall have all rights against the other Party for any default in the terms or conditions of this Agreement as provided by law, including the right to bring an action for specific performance of this Agreement.

In the event Seller fails to close this Agreement, through no fault of the Buyer, the Buyer may declare, in writing, that this Agreement is null and void.

In the event the Buyer fails to close this Agreement, through no fault of the Seller, then, in that event, the Seller may declare, in writing, that this Agreement is null and void.

ARTICLE IX: RISK OF LOSS

Risk of loss of the real property shall remain with the Seller until the Seller delivers its warranty deed to the Buyer at closing, at which time the risk of loss of the real property shall pass to Buyer.

In the event the real property shall be damaged by fire or other casualty prior to closing in an amount of not more than 10% of the total purchase price, the Seller shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired in such time or if such damage shall exceed such sum, this Agreement shall be voidable at the Buyer's option. In the event the Buyer elects to carry out and close this Agreement despite such damage, the Buyer shall be entitled to any and all insurance proceeds related to such damage.

ARTICLE X: CONTRACT CONTINGENCY

The parties understand that the City must comply with the requirements of Section 15-1-112(b) of the Wyoming Statutes before the City can sell its real property under this Agreement. Pursuant to this statutory provision, this Agreement and its terms and conditions are all subject to final approval by the Casper City Council following a public hearing, notice of which has to be published at least once each week for three consecutive weeks. In the event this Agreement is not approved by the Casper City

Council following the public hearing, then this Agreement shall be null and void between the parties.

ARTICLE XI: USE OF BROKERS

Seller and Buyer acknowledge and agree that no broker brought about, or participated in, this transaction. Each Party agrees to be solely responsible for any and all costs and expenses arising from any claims for brokerage on this transaction based on any acts of said Party, free and clear of any claims therefor against the other Party.

ARTICLE XII: GENERAL AGREEMENTS OF THE PARTIES

Each individual executing this Agreement for and on behalf of the Parties hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

Failure of either Party to exercise any remedy otherwise provided for herein at the time of any default shall not operate as a waiver of such Party's right to exercise any such remedy for the same or any subsequent default.

This Agreement shall constitute the entire understanding and agreement of the Parties, and no amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all Parties hereto.

The Parties specifically agree that all prior agreements between them, oral or written, regarding the sale and purchase of the real property are hereby contained, set forth and merged in this Agreement.

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.

Each Party agrees to produce at closing any and all necessary documentation to enable the closing agent to close this transaction including, but not limited to, properly executed lien or mortgage releases, deeds, and W-9 forms.

This Agreement shall be binding upon the parties hereto, and their respective successors, heirs, grantees and assigns.

Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address as stated and set forth above, or at such other address specified in writing by any Party to the other Parties by United States First Class, Certified Mail, Return Receipt Requested.

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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Approved as to Form:

_____
William R. Chambers, Interim City Attorney

CITY OF CASPER, WYOMING,
A Municipal Corporation, Seller:

By:_____
Ray Pacheco, Mayor

Attest:

_____
City Clerk

1890 Holdings, LLC, Buyer

By: _____
M. Scott Cotton
Member

Attest:

By: _____
John R. Huff
Registered Agent

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2018 by Ray Pacheco as the Mayor of the City of Casper.

_____
(Signature of notarial officer)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 16th day of February, 2018 by M. Scott Cotton, Member, and Attested by John R. Huff, Registered Agent, of 1890 Holdings, LLC.

NOTARY PUBLIC
DEE HARDY
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires November 20, 2020

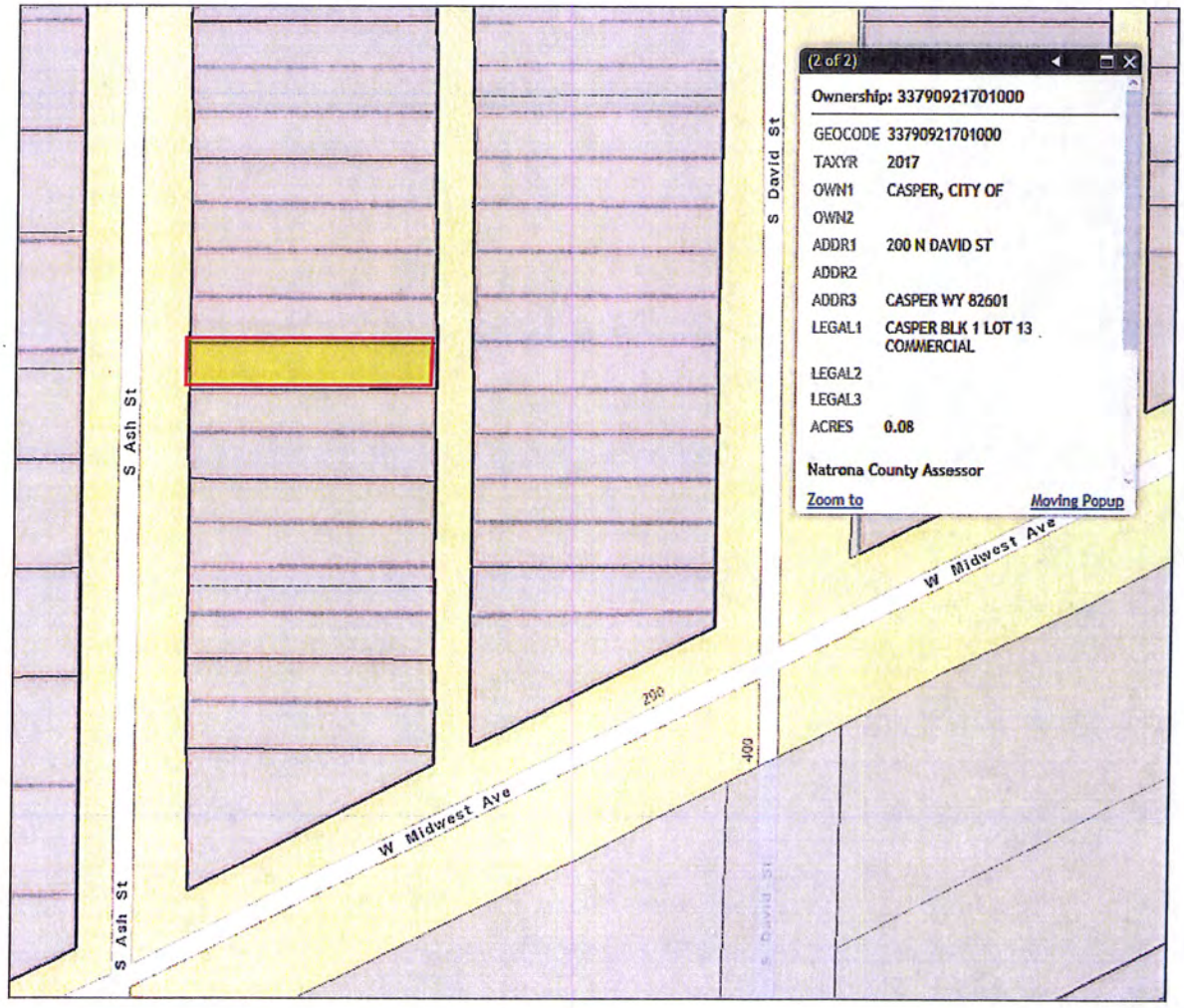
_____
(Signature of notarial officer)

[My Commission Expires: 11/20/20]

Site Analysis

Parcel Map

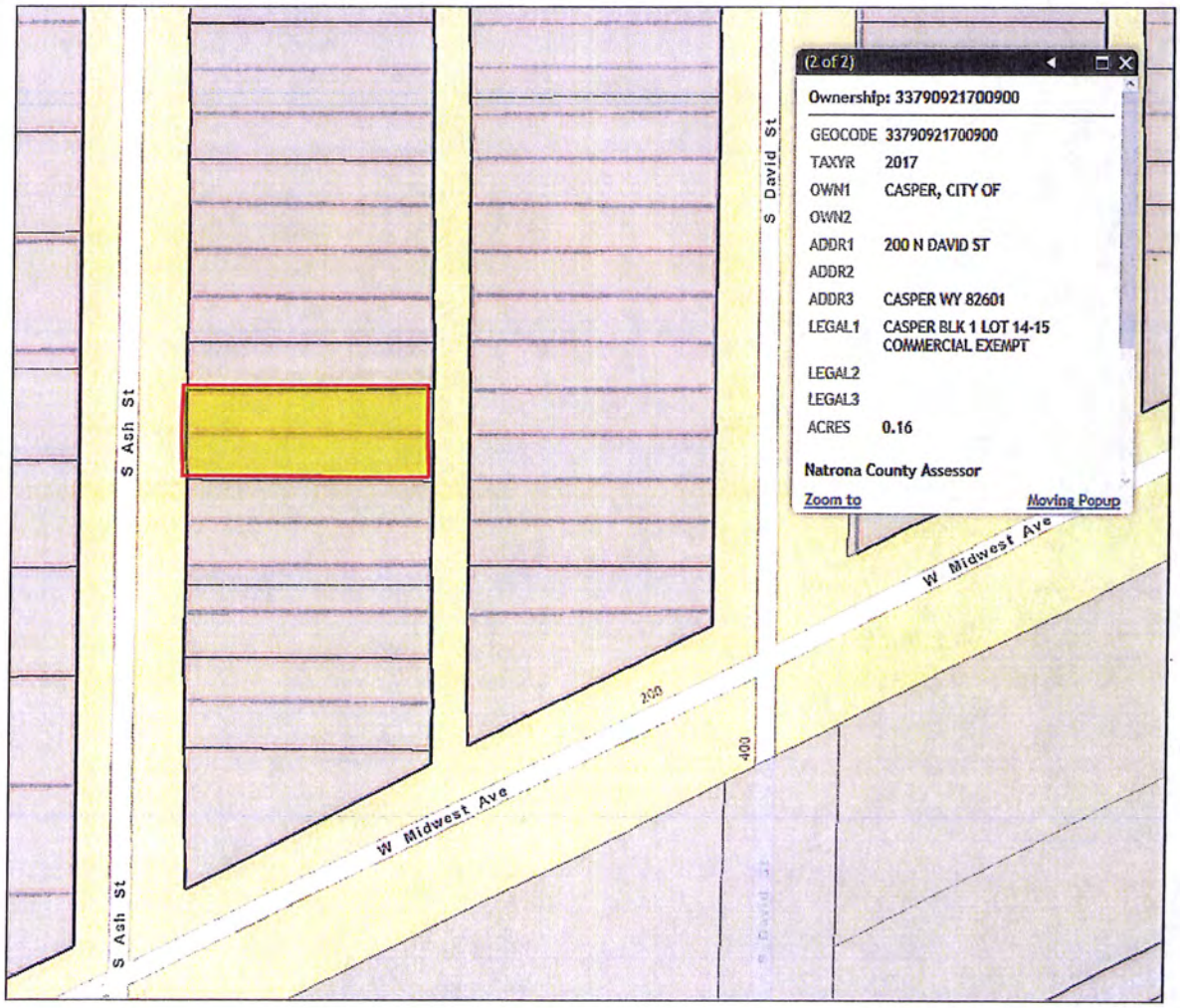
- **This map is for visual reference only.**
- **The area outlined in red and highlighted is the subject Lot 13.**
- **This map is provided by the Natrona Regional Geospatial Cooperative map server.**



Site Analysis

Parcel Map

- **This map is for visual reference only.**
- **The area outlined in red and highlighted is the subject Lots 14-15.**
- **This map is provided by the Natrona Regional Geospatial Cooperative map server.**



Site Analysis

Aerial Photograph of the Subject

- **This photo is for visual reference only.**
- **The area outlined in red is the subject site.**
- **The red line may not be an exact depiction of the subject's legal property boundaries.**

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601, as "Seller", for and in consideration of the sum of THREE HUNDRED THOUSAND AND FIVE HUNDRED DOLLARS ($300,500.00) and other good and valuable consideration in hand paid, conveys and warrants to 1890 Holdings, LLC, P.O. Box 1890, Casper, Wyoming 82602-1890, as "Buyer", the following described real estate situated in the County of Natrona and State of Wyoming to-wit :

> The real property described as Lots 13-15, Block 1, City of Casper, and set forth on Exhibit A attached hereto located in Natrona County, State of Wyoming, the same being incorporated herein at this point as if fully set forth.
>
> Said parcel being subject to any and all easements, restrictive covenants, and reservations of record.

Dated this ____ day of _____, 2018.

THE CITY OF CASPER, WYOMING,
A WYOMING MUNICIPAL
CORPORATION, SELLER:

By:_____
Ray Pacheco
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Ray Pacheco, as the Mayor of the City of Casper, Wyoming, a Wyoming Municipal Corporation, as Seller.

_____
NOTARY PUBLIC

My commission expires: _____.

Site Analysis

Parcel Map

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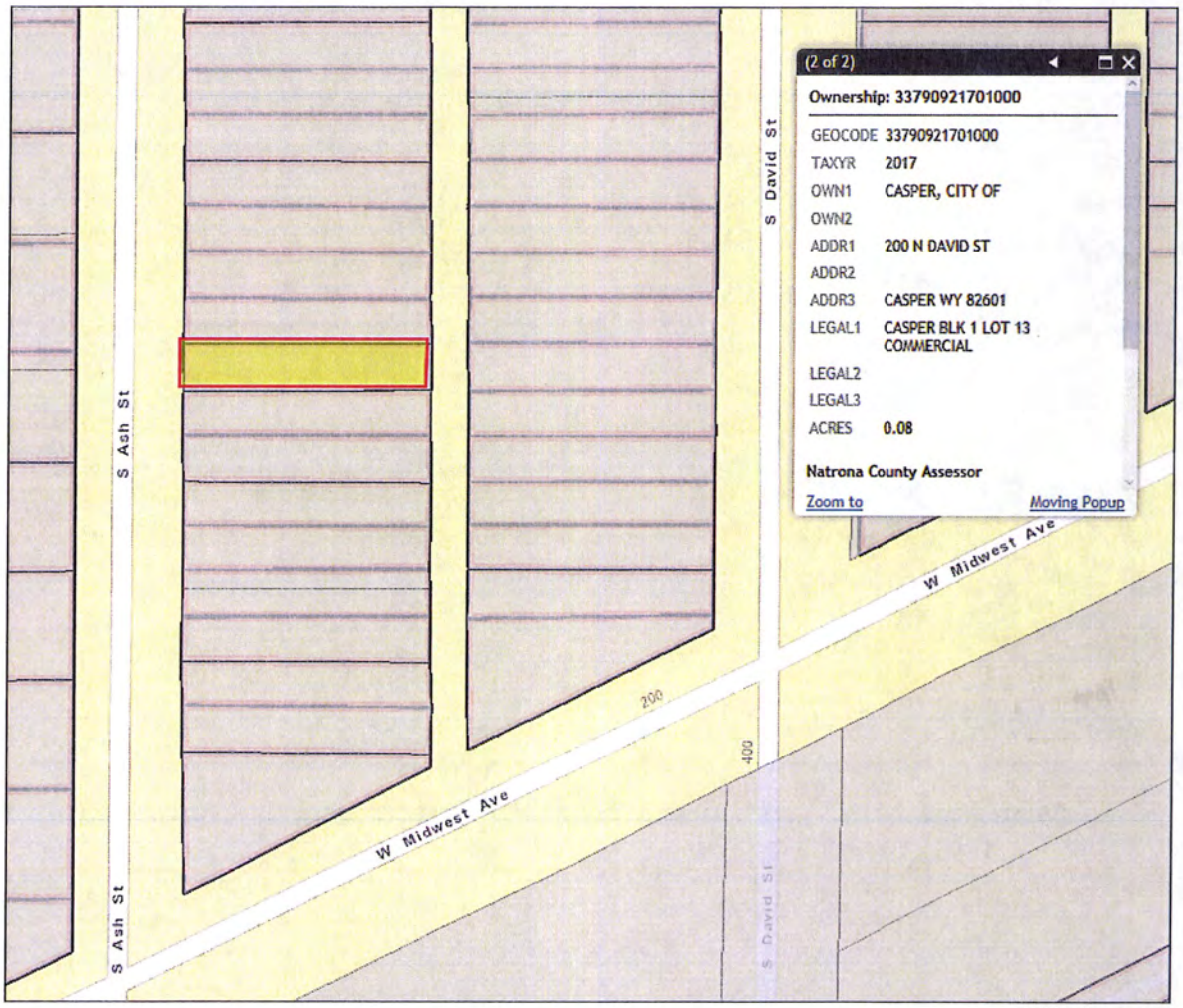

Site Analysis

Parcel Map

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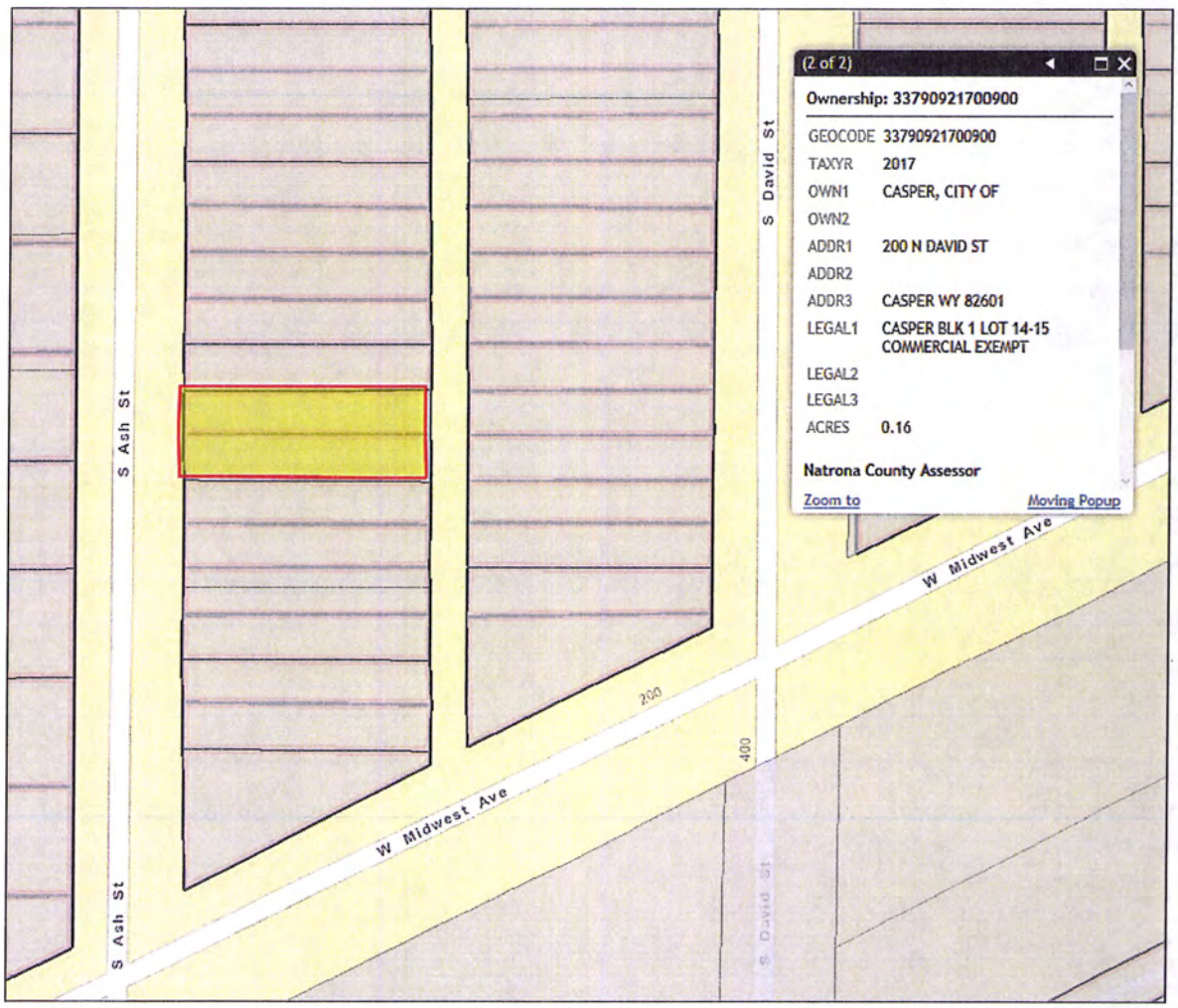

Site Analysis

Aerial Photograph of the Subject

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RESOLUTION NO.18-21

A RESOLUTION AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT WITH 1890 Holdings, LLC.

WHEREAS, the City of Casper (the "City") desires to sell a parcel of real property to 1890 Holdings, LLC (the "Buyer") for the economic development of the City; and,

WHEREAS, pursuant to Wyoming Statute § 15-1-112(b), a public hearing was held on February 20, 2018, for consideration of the sale of real property described as Lots 13-15, Block 1, City of Casper, Situated in the County of Natrona, State of Wyoming, with notice thereof having been published pursuant to law; and,

WHEREAS, a "Real Estate Purchase Agreement" ("Agreement") for the sale of the real property between the above-described parties has been prepared, and the Casper City Council finds that the sale of the real property described therein will benefit the economic development of the City, and that the terms and conditions of said Agreement should be approved; and,

WHEREAS, the Casper City Council finds that the proposed warranty deed for the transfer of the City's real property pursuant to the Agreement should be approved and executed by the City of Casper, said deed to be delivered at the closing of this real estate transaction; and,

WHEREAS, the City Attorney, or his designee, should be appointed and granted authority to close the above-described Agreement, as well as the authority to execute all necessary documents at the closing thereof.

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 Real Estate Purchase Agreement between the City of Casper, Wyoming and 1890 Holdings, LLC for the sale of the real property as delineated and set forth therein.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a warranty deed transferring to 1890 Holdings, LLC the real property set forth in the above-described Real Estate Purchase Agreement.

BE IT FURTHER RESOLVED: That the City Attorney, or his designee, is hereby authorized to close the transaction contemplated in the Real Estate Purchase Agreement, and is hereby authorized to execute all necessary documents on behalf of the City of Casper to close the transaction set forth therein.

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

APPROVED AS TO FORM:

_____

ATTEST:

_____
Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

_____
Ray Pacheco
Mayor

February 12, 2018

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Liz Becher, Community Development Director LB

SUBJECT: Authorizing a Real Estate Purchase Agreement with Ashby Construction Inc. (ACI) in the amount of $220,000 for Economic Development Purposes.

Meeting Type & Date:
Regular Council Meeting, February 20, 2018.

Action Type:
Public Hearing and Resolution

Recommendation:
That Council, following a public hearing, by resolution, authorize a Real Estate Purchase Agreement with ACI for economic development purposes pursuant to W.S. § 15-1-112(b)(i)(D) on City land located on South Ash Street, and described as a 13,500 square foot parcel of vacant land identified as Lots 20-22, Block 1, City of Casper, County of Natrona, State of Wyoming.

Summary:
ACI is interested in purchasing and redeveloping the above described real property for a use which will benefit the economic development of the municipality. ACI will repurpose the existing building into a professional office, and construct three (3) mixed use residential and commercial spaces on the Ash Street frontage.

Notice of the public hearing to sell the described property was published in the Casper Star-Tribune for three (3) consecutive weeks in accordance with Wyoming State statute.

Financial Considerations:
The FY18 approved budget includes the sales revenue of $220,000 from the sale of this property. The revenue would be captured in the Revolving Land fund.

Oversight/Project Responsibility:
Liz Becher, Community Development Director, and Craig Collins, City Planner.

Attachments:
Copy of the legal notice
Real Estate Purchase Agreement
Warranty Deed
Resolution

LEGAL NOTICE
SALE OF CITY-OWNED PROPERTIES

Pursuant to Wyoming State Statute 15-1-112(b), the City of Casper, Wyoming hereto advertises its intent to sell the following-described real properties under the terms listed below, and upon completion of a required public hearing on February 20, 2018, at 6:00 PM, in the City Council Chambers, 200 North David Street, Casper, Wyoming 82601, notice of which is hereby made.

PARCEL 1:

- Legal Description - Lots 20-22, Block 1, City of Casper, Situated in the County of Natrona, State of Wyoming
- Site size/area - 13,500 square feet
- Building/structure size/area – 1,240 square feet
- Appraised value of property in 2016 when purchased by City - $10.36 per square foot
- 2017 Appraised value - $217,000 ($16.06 per square foot)
- High Bid (Proposed Sale Price) - $220,000 ($16.30 per square foot)
- Net profit – $5.94 per square foot, or $80,190 total

PARCEL 2:

- Legal Description - Lots 13-15, Block 1, City of Casper, Situated in the County of Natrona, State of Wyoming.
- Site size/area – 10,500 square feet
- Building/structure size/area – 5,040 square feet
- Appraised value of property in 2016 when purchased by City - $20.41 per square foot
- 2017 Appraised value - $300,000 ($28.57 per square foot)
- High Bid (Proposed Sale Price) - $300,500 ($28.62 per square foot)
- Net profit - $8.21 per square foot or $86,205 total

Dated this 26th day of January, 2018.

_____

Craig Collins
City of Casper, Community
Development Department

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is made and entered into effective this ____ day of February, 2018 by and between the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601, hereinafter referred to as the "Seller"; and Ashby Construction, Inc. ("Buyer"), 813 CY Avenue, Casper, Wyoming 82601, hereinafter referred to as the "Buyer"; the Seller and the Buyer collectively referred to as the "Parties."

RECITALS

Whereas, the Seller is the owner of Real Property more particularly described in Article I below; and

Whereas, the Buyer desires to purchase said Real Property from the Seller pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, the Parties agree by and between them as follows:

ARTICLE I: DESCRIPTION OF PROPERTY

Seller is the owner of the real property described as Lots 20-22, Block 1, City of Casper, and set forth on Exhibit A attached hereto located in Natrona County, State of Wyoming (hereinafter referred to as the "Real Property").

ARTICLE II: PURCHASE PRICE AND CLOSING COSTS

Buyer agrees to pay Seller the total sum of TWO HUNDRED TWENTY THOUSAND AND NO/100THS DOLLARS ($220,000.00) in cash or its equivalent at closing for the purchase of the Real Property.

Seller agrees to pay and be solely responsible for the title insurance premium attributable to the Real Property being sold and conveyed to the Buyer.

The Buyer agrees to pay and be solely responsible for the recording fee for the warranty deed from the Seller to the Buyer.

The Parties agree to equally split the costs of any closing agent's fee between them.

Seller agrees to pay the costs of recording all instruments as may be necessary to clear the title to the Seller's Real Property being conveyed under this Agreement.

ARTICLE III: WARRANTY DEED

The Seller agrees to convey, by warranty deed, all of its right, title, and interest in and to the Real Property to the Buyer at closing, free and clear of all liens and encumbrances, except easements, covenants, and restrictive covenants of record.

ARTICLE IV: TAXES AND INSURANCE

There are no general real estate and personal property taxes levied against the Real Property, nor any special assessments levied against said Real Property prior to the execution of this Agreement.

ARTICLE V: POSSESSION AND CLOSING

THE PARTIES HEREBY SPECIFICALLY AGREE THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT AND THE CLOSING THEREOF AT THE TIME AND DATE SPECIFIED HEREIN.

Buyer shall have possession of the Real Property at the date and time of Closing of the transaction contemplated by this Agreement ("Closing").

The Closing shall occur on or before February 23, 2018 at the office of First American Title Company, 159 North Wolcott, Suite 250, Casper, Wyoming 82601, or at such other date and time as agreed to in writing by the Parties hereto.

ARTICLE VI: TITLE INSURANCE

Seller agree to furnish to the Buyer, at Seller's expense, a current commitment for an Owner's title insurance policy (the "Title Commitment") through First American Title Company, 159 North Wolcott, Suite 250, Casper, Wyoming 82601 in an amount equal to the purchase price of the Real Property, showing merchantable title of the Real Property in the Seller. As soon as reasonably possible, Seller shall deliver the title insurance commitment to the Buyer prior to Closing and shall further deliver the title insurance policy for this transaction to the Buyer without unreasonable delay after Closing.

Record title to the Real Property shall be merchantable in the Seller. Prior to Closing, after the Buyer's receipt of the Title Commitment, Buyer shall notify Seller, in writing, of any objections to the title (the "Title Objections"). Seller shall have no obligation to remove or cure the Title Objections, and Buyer shall have the right, in its sole discretion, to (i) obtain, at Buyer's expense, applicable endorsements to the title insurance policy covering and insuring against the said Title Objections, and Buyer may then elect to accept the then existing title insurance with the applicable endorsements and close this Agreement, or (ii) close this transaction notwithstanding the Title Objections, or (iii) terminate this Agreement by giving written notice thereof to Seller prior to Closing, and upon such termination, this Agreement shall be null and void between the Parties. In the event Buyer elects to obtain title insurance endorsements to cover any such Title Objections, or elects to close this Agreement notwithstanding the Title Objections, then, the Buyer shall be deemed to have waived such title defects, which waiver shall survive the Closing of this Agreement.

ARTICLE VII: INSPECTIONS/WARRANTY

Buyer hereby states that it has inspected the Real Property, including all improvements, attachments, and fixtures thereof and accepts the Real Property in its current condition. Buyer hereby states that it is not relying upon any representation of warranty made by the Seller or any agent of the Seller, other than as set forth in this Agreement.

Buyer hereby states that it is purchasing the Real Property, improvements, and fixtures contained thereon **"AS IS." SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION, ENVIRONMENTAL OR OTHERWISE, OR THE MERCHANTABILITY OF THE REAL PROPERTY BEING SOLD TO BUYER PURSUANT TO THIS AGREEMENT, EXCEPT AS TO GOOD AND MERCHANTABLE TITLE AS SET FORTH ABOVE, AND THIS WARRANTY EXCLUSION SHALL SURVIVE THE CLOSING OF THIS AGREEMENT.**

ARTICLE VIII: DEFAULT AND REMEDY PROVISIONS

Each Party hereto shall have all rights against the other Party for any default in the terms or conditions of this Agreement as provided by law, including the right to bring an action for specific performance of this Agreement.

In the event Seller fails to close this Agreement, through no fault of the Buyer, the Buyer may declare, in writing, that this Agreement is null and void.

In the event the Buyer fails to close this Agreement, through no fault of the Seller, then, in that event, the Seller may declare, in writing, that this Agreement is null and void.

ARTICLE IX: RISK OF LOSS

Risk of loss of the Real Property shall remain with the Seller until the Seller delivers its warranty deed to the Buyer at closing, at which time the risk of loss of the Real Property shall pass to Buyer.

In the event the Real Property shall be damaged by fire or other casualty prior to closing in an amount of not more than 10% of the total Purchase Price, the Seller shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired in such time or if such damage shall exceed such sum, this Agreement shall be voidable at the Buyer's option. In the event the Buyer elects to carry out and close this Agreement despite such damage, the Buyer shall be entitled to any and all insurance proceeds related to such damage.

ARTICLE X: CONTRACT CONTINGENCY

The Parties understand that the City must comply with the requirements of Section 15-1-112(b) of the Wyoming Statutes before the City can sell its Real Property under this Agreement. Pursuant to this statutory provision, this Agreement and its terms and conditions are all subject to final approval by the Casper City Council following a public hearing, notice of which has to be published at least once each week for three consecutive weeks. In the event this Agreement is not approved by the Casper City Council following the public hearing, then this Agreement shall be null and void between the Parties.

ARTICLE XI: USE OF BROKERS

Seller and Buyer acknowledge and agree that no broker brought about, or participated in, this transaction. Each Party agrees to be solely responsible for any and all costs and expenses arising from any claims for brokerage on this transaction based on any acts of said Party, free and clear of any claims therefor against the other Party.

ARTICLE XII: GENERAL AGREEMENTS OF THE PARTIES

Each individual executing this Agreement for and on behalf of the Parties hereby states that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

Failure of either Party to exercise any remedy otherwise provided for herein at the time of any default shall not operate as a waiver of such Party's right to exercise any such remedy for the same or any subsequent default.

This Agreement shall constitute the entire understanding and agreement of the Parties, and no amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all Parties hereto.

The Parties specifically agree that all prior agreements between them, oral or written, regarding the sale and purchase of the Real Property are hereby contained, set forth and merged in this Agreement.

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.

Each Party agrees to produce at Closing any and all necessary documentation to enable the closing agent to close this transaction including, but not limited to, properly executed lien or mortgage releases, deeds, and W-9 forms.

This Agreement shall be binding upon the Parties hereto, and their respective successors, heirs, grantees and assigns.

Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address as stated

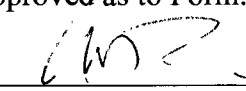
and set forth above, or at such other address specified in writing by any Party to the other Parties by United States First Class, Certified Mail, Return Receipt Requested.

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.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the day and year first above written.

Approved as to Form:



William R. Chambers, Interim City Attorney

CITY OF CASPER, WYOMING,
A Municipal Corporation, Seller:

By:_____
Ray Pacheco, Mayor

Attest:

_____
City Clerk

ASHBY CONSTRUCTION, INC., Buyer

By: _____ President
David Kelley
President

Attest:

By: _____ Vice President
Jennifer Kelley
Vice President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 16 day of February, 2018 by Ray Pacheco as the Mayor of the City of Casper.

_____
(Signature of notarial officer)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 16 day of February, 2018 by David Kelley, President and Attested by Jennifer Kelley, Vice President of Ashby Construction, Inc.

_____
(Signature of notarial officer)

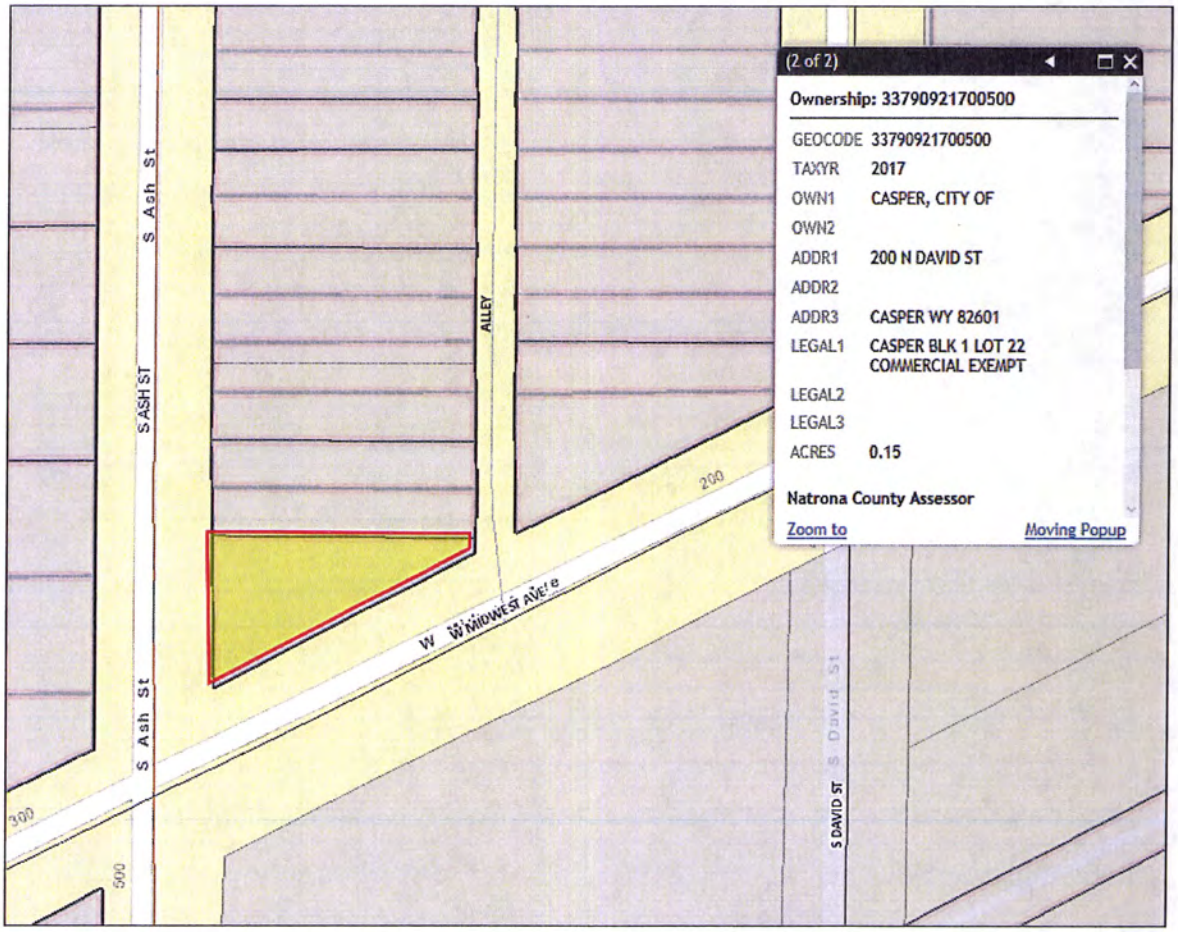
JENNIFER A. FREEL - NOTARY PUBLIC
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires December 2, 2020

[My Commission Expires: 12/2/20.]

Site Analysis

Parcel Map

- **This map is for visual reference only.**
- **The area outlined in red and highlighted is the subject Lot 22.**
- **This map is provided by the Natrona Regional Geospatial Cooperative map server.**



Site Analysis

Parcel Map

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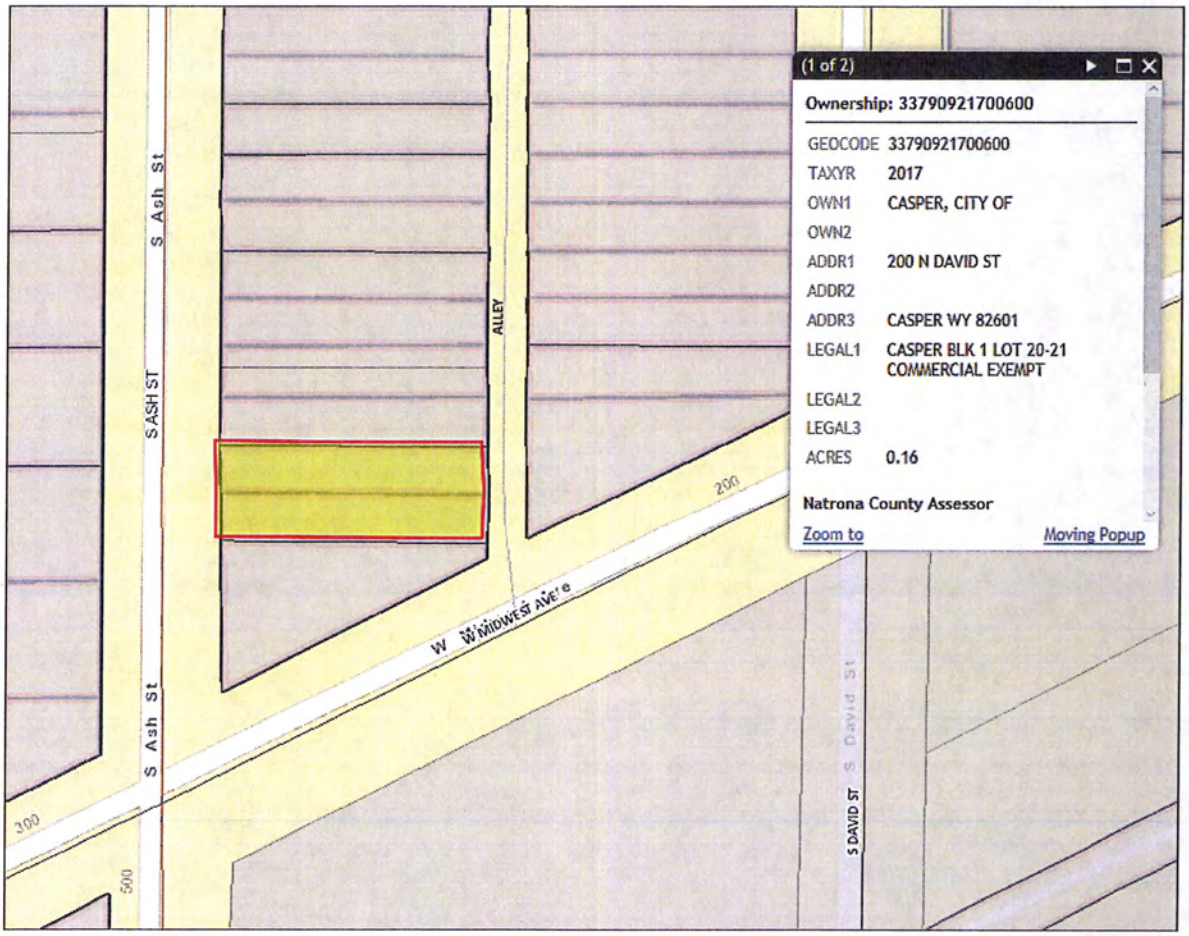

Site Analysis

Aerial Photograph of the Subject

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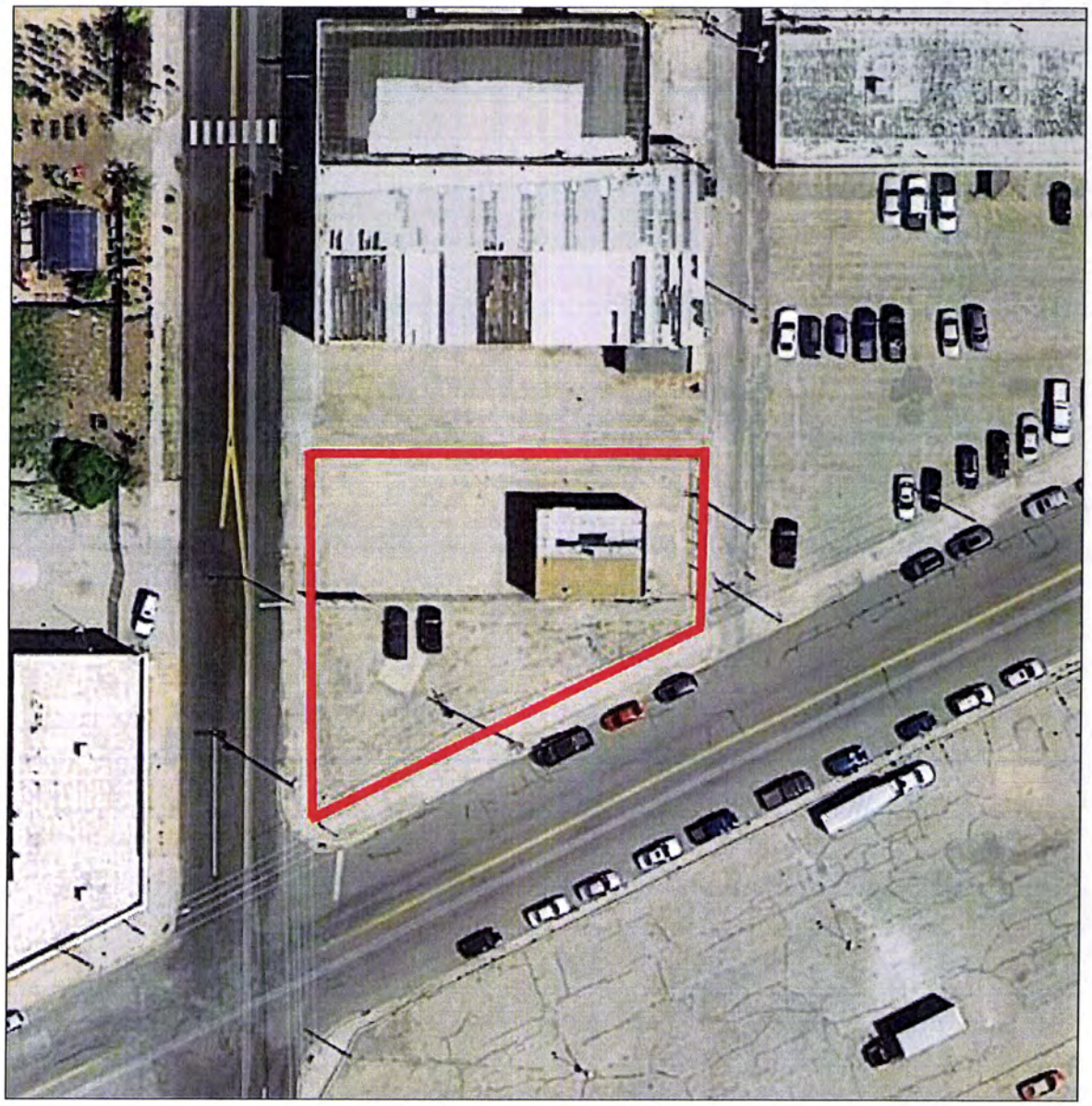

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601, as "Seller", for and in consideration of the sum of TWO HUNDRED TWENTY THOUSAND AND NO/100THS DOLLARS ($220,000.00) and other good and valuable consideration in hand paid, conveys and warrants to Ashby Construction, Inc., 813 CY Avenue, Casper, Wyoming 82601, as "Buyer", the following described real estate situated in the County of Natrona and State of Wyoming to-wit :

The real property described Seller is the owner of the real property described as Lots 20-22, Block 1, City of Casper, and set forth on Exhibit A attached hereto located in Natrona County, State of Wyoming, the same being incorporated herein at this point as if fully set forth.

Said parcel being subject to any and all easements, restrictive covenants, and reservations of record.

Dated this ____ day of _____, 2018.

THE CITY OF CASPER, WYOMING,
A WYOMING MUNICIPAL
CORPORATION, SELLER:

By:_____
Ray Pacheco
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Ray Pacheco, as the Mayor of the City of Casper, Wyoming, a Wyoming Municipal Corporation, as Seller.

_____
NOTARY PUBLIC

My commission expires: _____.

Site Analysis

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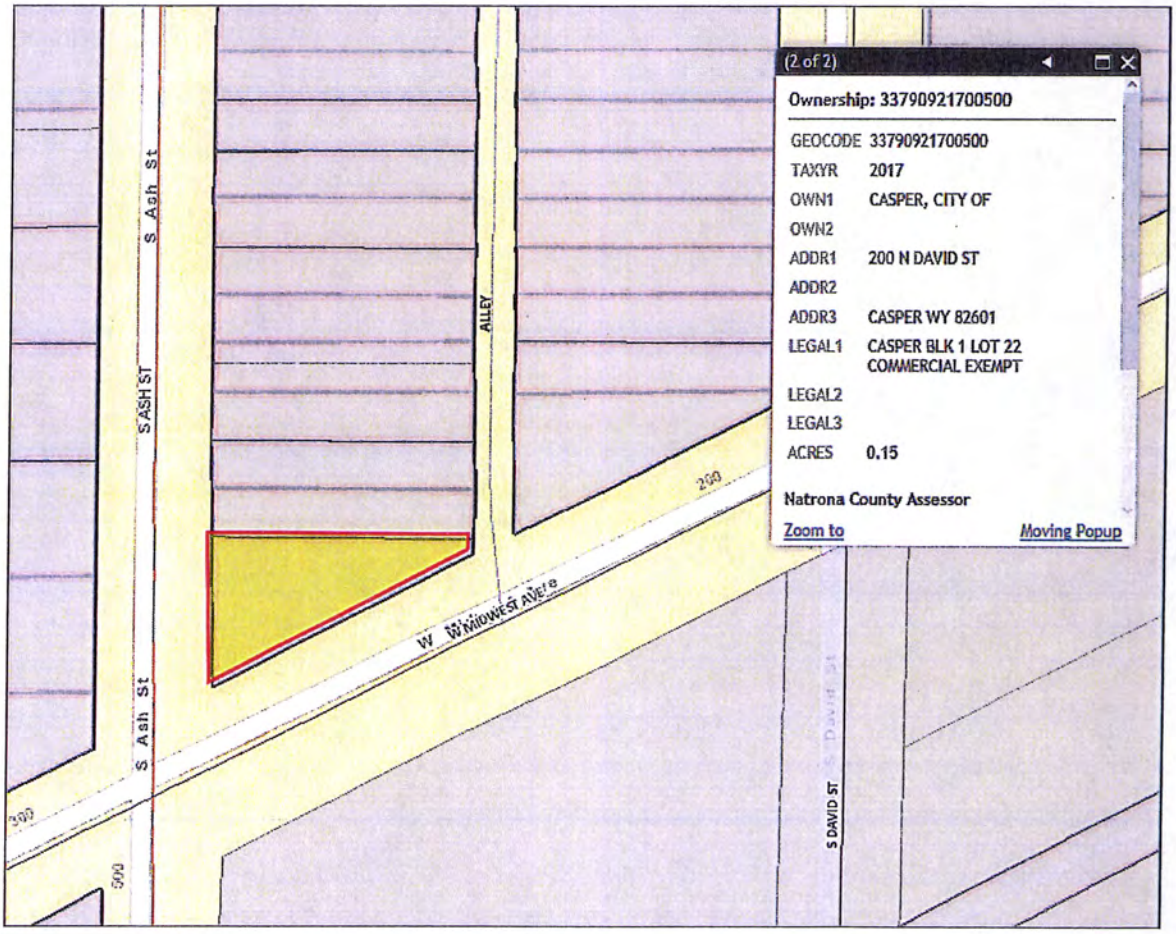

Site Analysis

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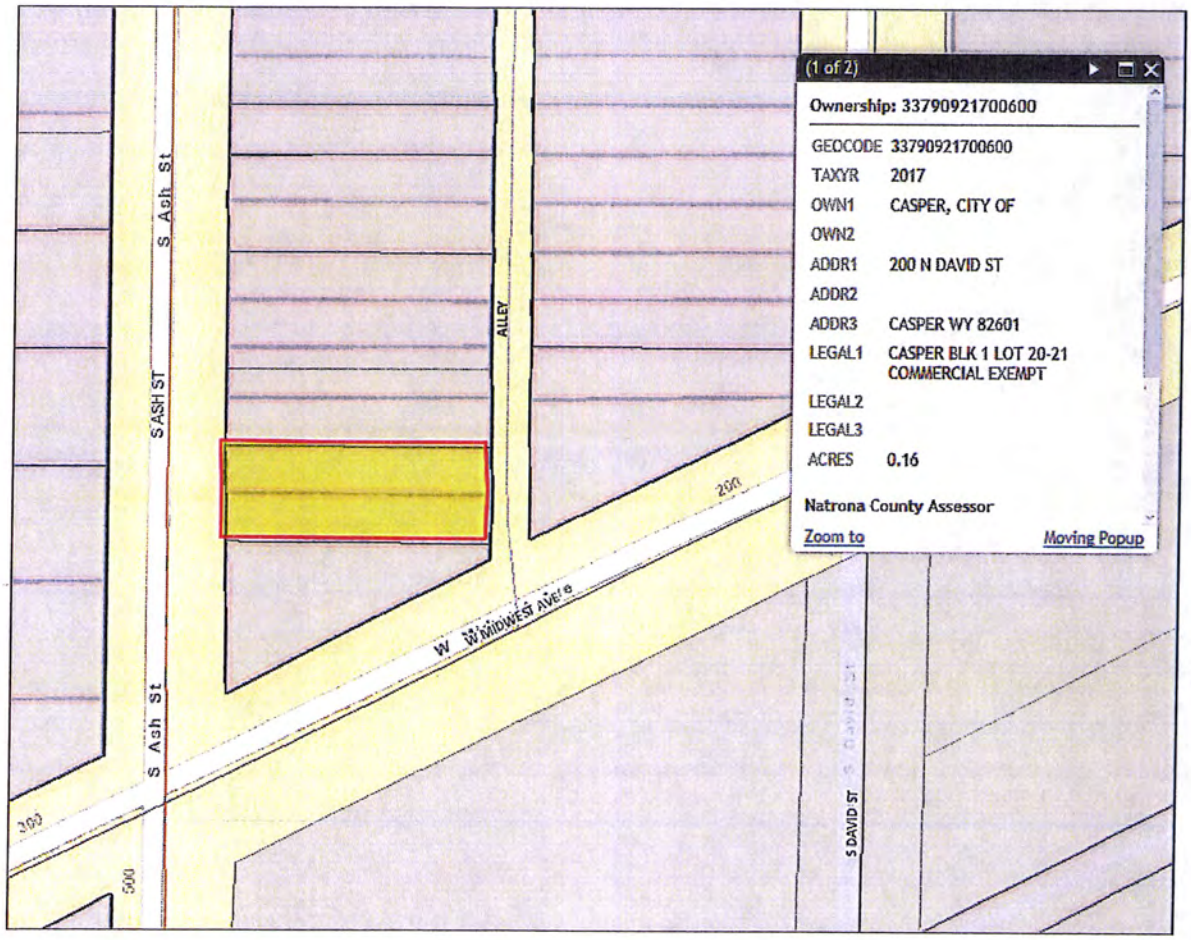

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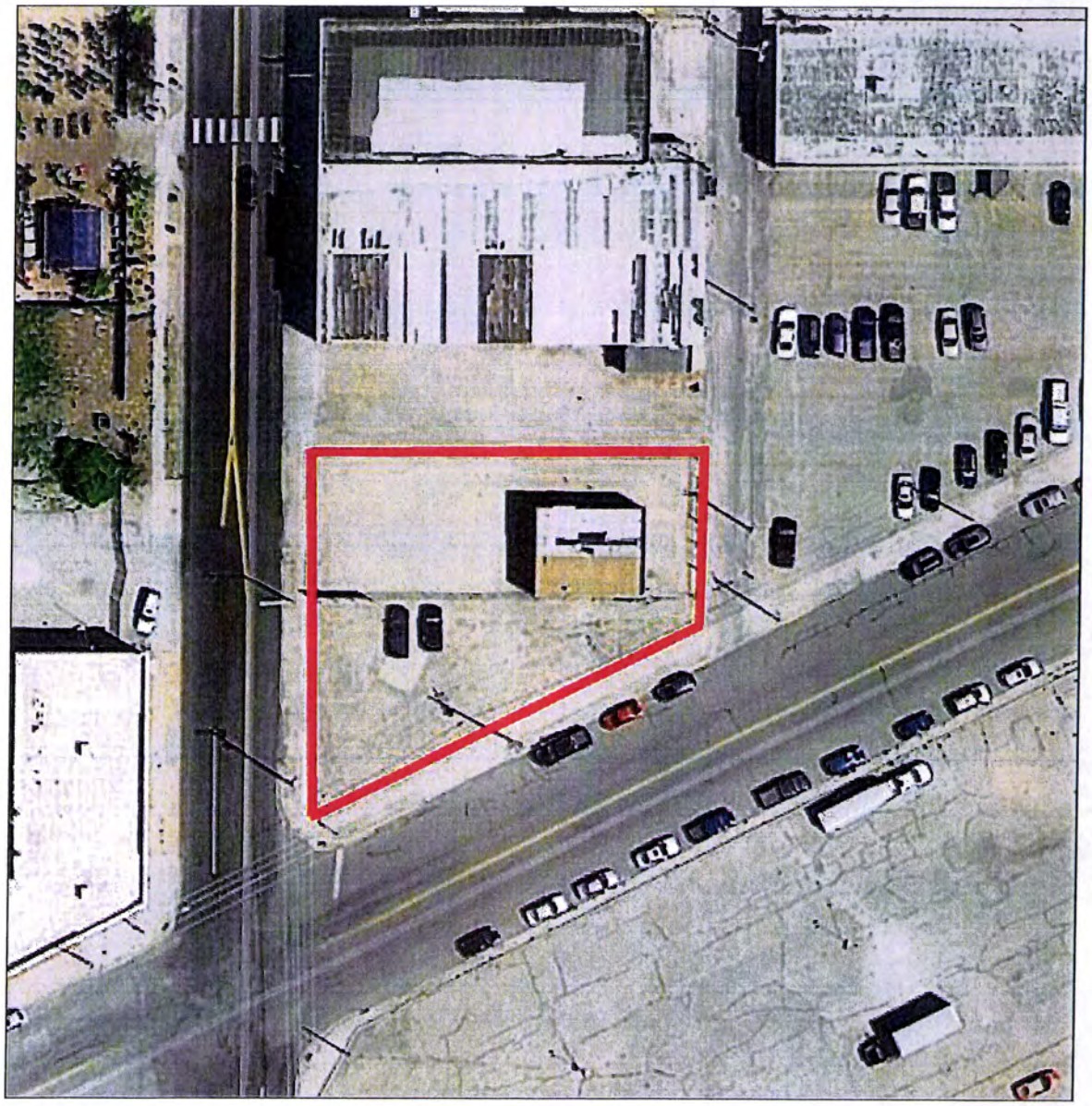

RESOLUTION NO. 18-22

A RESOLUTION AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT WITH ASHBY CONSTRUCTION, INC.

WHEREAS, the City of Casper (the "City") desires to sell a parcel of real property to Ashby Construction, Inc. (the "Buyer") for the economic development of the City; and,

WHEREAS, pursuant to Wyoming Statute § 15-1-112(b), a public hearing was held on February 20, 2018, for consideration of the sale of real property described as Lots 20-22, Block 1, City of Casper, Situated in the County of Natrona, State of Wyoming, with notice thereof having been published pursuant to law; and,

WHEREAS, a "Real Estate Purchase Agreement" ("Agreement") for the sale of the real property between the above-described parties has been prepared, and the Casper City Council finds that the sale of the real property described therein will benefit the economic development of the City, and that the terms and conditions of said Agreement should be approved; and,

WHEREAS, the Casper City Council finds that the proposed warranty deed for the transfer of the City's real property pursuant to the Agreement should be approved and executed by the City of Casper, said deed to be delivered at the closing of this real estate transaction; and,

WHEREAS, the City Attorney, or his designee, should be appointed and granted authority to close the above-described Agreement, as well as the authority to execute all necessary documents at the closing thereof.

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 Real Estate Purchase Agreement between the City of Casper, Wyoming and Ashby Construction, Inc. for the sale of the real property as delineated and set forth therein.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a warranty deed transferring to Ashby Construction, Inc. the real property set forth in the above-described Real Estate Purchase Agreement.

BE IT FURTHER RESOLVED: That the City Attorney, or his designee, is hereby authorized to close the transaction contemplated in the Real Estate Purchase Agreement, and is hereby authorized to execute all necessary documents on behalf of the City of Casper to close the transaction set forth therein.

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

January 29, 2018

MEMO TO: J. Carter Napier, City Manager JCN

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

SUBJECT: Public Hearing for Transfer of Ownership Interest in Three Retail Liquor Licenses.

Meeting Type & Date
Regular Council Meeting
February 20, 2018

Action type
Public Hearing
Minute Action

Recommendation
That Council, by minute action, consider the applications for transfer of ownership interest in three Retail Liquor Licenses; Retail Liquor License No. 18, 3OH7 Hospitality, LLC d/b/a C85 @ The Wonder Bar, Retail Liquor License No. 3, Triple C Food & Beverage d/b/a C85 @ The Pump Room and Retail Liquor License No. 29, Double C Hospitality, LLC d/b/a C 85 @ Galles Liquor Mart.

Summary
The interest in these liquor licenses had been held by Tony Cercy and Cole Cercy as equal partners. This transfer will make Cole Cercy the sole interest holder.

It was discovered during the renewal process that the interest ownership had changed. Per Municipal Code 5.08.050 (B) whenever an interest of more than ten percent of the whole interest in any corporation, association, or organization holding a retail liquor license is sought to be sold, assigned or otherwise transferred, a new application shall be filed with the city clerk.

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

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist, City Clerk's Office

Attachments
Copy of Applications
Affidavit of Website Publications

WLD-31 (4/17)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #		
Trf from		
Reviewer	Initials	Date
Agent.		/ /
Chief		/ /

To be completed by City/County Clerk

Local License #: Retail 18

License Fees Annual Fee: $ 1500 00

Prorated Fee $ _____

Transfer Fee: $ 100 00

Publishing Fee: $ _____

Publishing Fee Direct Billed to Applicant: ☑

Date filed with clerk: 01 / 16 / 18

Advertising Dates. (2 Weeks) 02/07/2018 & 02/11/2018

Hearing Date: 02 / 20 / 2018

License Term: 02 / 21 / 2018 (Month Day Year) Through 03 / 31 / 2018 (Month Day Year)

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

Applicant 30H7 Hospitality, LLC

Trade/Business Name (dba). C85 @ The Wonder Bar

Building to be licensed/Building Address: 35 S. Center St (Number & Street)

Casper (City) WY (State) 82601 (Zip) Natrona (County)

Mailing Address: 323 S. David St. (Number & Street or P O Box)

Casper (City) WY (State) 82604 (Zip)

Business Telephone Number: (307) 333-6338 Fax Number: (307) 333-6339

E-Mail Address ccercy@cercyinvestments.com

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

LOTS 21 & 22, BLOCK 2 OF CASPER ADDITION, ZONED C-3

FILING FOR

- ☐ NEW LICENSE
- ☐ TRANSFER OF LOCATION
- ☒ TRANSFER OWNERSHIP
- ☒ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: Tony Cercy & Cole Cercy

FILING IN (CHOOSE ONLY ONE)

- ☒ CITY OF. Casper
- ☐ COUNTY OF. _____

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS
- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

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

- ☒ FULL TIME (e g Jan through Dec) (specify months of operation) from January to December
- ☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g Mon through Sat) from _____ to _____
- ☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e g 10a - 2a) from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

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

   (1) **OWN** the licensed building? ☐ YES (own)

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

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

   (A) When the lease expires, located on page 2 paragraph 2 of lease. In the Addendum

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

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☒ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within

   _____

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103 (b) ☐ YES ☒ NO

   If "YES", explain: _____

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

   Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Cole Cercy						YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. **BAR AND GRILL LICENSE:**

Have you submitted a valid food service permit or application? W S. 12-4-413 (a) ☐ YES ☐ NO

8. **RESTAURANT LICENSE:**

(a) Give a description of the dispensing room(s) and state where it is located in the building. W S. 12-4-408 (b) (e g 10 x 12 room in SE corner of building):_____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) ☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) ☐ YES ☐ NO

9. **RESORT LICENSE:**

Does the resort complex.

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W S. 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W S 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W S 12-4-401(b)(iii) ☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W S 12-4-401(b)(iv) ☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

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

10. **MICROBREWERY LICENSE:**

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

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

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

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

11. **WINERY LICENSE:**

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

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

12. **LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

13. **LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

14. **LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

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

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

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

15. LIMITED RETAIL (CLUB) LICENSE:

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

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25 00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

☒ A statement indicating the financial condition and financial stability of the applicant W S. 12-4-102 (a) (vi).

☐ Restaurants. include a drawing of the establishment that includes the dispensing room(s) W.S 12-4-410 (f)

☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W S 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).

☒ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) *SS.*
COUNTY OF [illegible])

Signed and sworn to before me on this [illegible] day of [illegible], 20[illegible] that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Cole Carey	member
2)			
3)			
4)			
5)			
6)			

NOTARY PUBLIC
NANCY H. VENCILL
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires January 20, 2021

Witness my hand and official seal: [signature]
Signature of Notary Public

(SEAL)

My commission expires: 1-20-21

WLD-31 (4/17)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #		
Trf from		
Reviewer	Initials	Date
Agent		/ /
Chief		/ /

To be completed by City/County Clerk

Local License #: Retail 3

License Fees Annual Fee. $ 1500.00

Prorated Fee $

Transfer Fee. $ 100.00

Publishing Fee $

Publishing Fee Direct Billed to Applicant: ☑

Date filed with clerk: 1 / 16 / 18

Advertising Dates: (2 Weeks) 02/7/18 & 02/11/2018

Hearing Date 02 / 20 / 18

License Term 02 / 21 / 2018 (Month Day Year) Through 03 / 31 / 2018 (Month Day Year)

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

Applicant. Triple C Food & Beverage, LLC

Trade/Business Name (dba): C85 @ The Pump Room

Building to be licensed/Building Address 739 N Center St (Number & Street)

Casper (City) WY (State) 82601 (Zip) Natrona (County)

Mailing Address. 323 S. David St. (Number & Street or P O Box)

Casper (City) WY (State) 82604 (Zip)

Business Telephone Number. (307) 333-6338 Fax Number: (307) 333-6339

E-Mail Address. ccercy@cercyinvestments.com

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

LOTS 1-4 & LOTS 14-18, BLOCK 11, NORTH BURLINGTON ADDITION TO THE CITY OF CASPER, NATRONA, WY, ZONED GB

FILING FOR

- ☐ NEW LICENSE
- ☐ TRANSFER OF LOCATION
- ☒ TRANSFER OWNERSHIP
- ☒ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY Tony Cercy & Cole Cercy

FILING IN (CHOOSE ONLY ONE)

- ☒ CITY OF Casper
- ☐ COUNTY OF

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

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

☒ FULL TIME (e g Jan through Dec)
(specify months of operation)
from January to December

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

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

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W S 12-4-103 (a) (iii)
   - (1) **OWN** the licensed building? ☐ YES (own)
   - (2) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

   If Yes, please submit a copy of the lease and indicate.
   - (A) When the lease expires, located on page 2 paragraph 2 of lease In the Addendum
   - (B) Where the **Sales** provision for alcoholic or malt beverages is located, on page ____ paragraph ____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☒ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

   _____

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103 (b) ☐ YES ☒ NO

   If "YES", explain: _____

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

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

True and Correct Name	Date of Birth	Residence Address No & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

   Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Cole Cercy						YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. **BAR AND GRILL LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) ☐ YES ☐ NO

8. **RESTAURANT LICENSE:**

(a) Give a description of the dispensing room(s) and state where it is located in the building. W S 12-4-408 (b)
(e g 10 x 12 room in SE corner of building):_____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) ☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) ☐ YES ☐ NO

9. **RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000 00) on the complex, excluding the value of the land? W S 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W S. 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S 12-4-401(b)(iii) ☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W S 12-4-401(b)(iv) ☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

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

10. **MICROBREWERY LICENSE:**

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

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

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

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

11. **WINERY LICENSE:**

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

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

12. **LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

13. **LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

14. **LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

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

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

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

15. LIMITED RETAIL (CLUB) LICENSE:

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

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

☒ A statement indicating the financial condition and financial stability of the applicant W S 12-4-102 (a) (vi)

☐ Restaurants include a drawing of the establishment that includes the dispensing room(s) W S. 12-4-410 (f).

☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W S 12-4-103 (a) (iii)/ W.S 12-4-403(b)/W.S. 12-4-301(e).

☒ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b)

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) *SS.*
COUNTY OF [illegible])

Signed and sworn to before me on this [illegible] day of [illegible], 20[illegible] that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Cole Cerny	cole cerny	member
2)			
3)			
4)			
5)			
6)			

NOTARY PUBLIC
NANCY H. VENCILL
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires January 20, 2021

Witness my hand and official seal:

Signature of Notary Public

(SEAL)

My commission expires: [illegible]

WLD-31 (4/17)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #		
Trf from		
Reviewer	Initials	Date
Agent		/ /
Chief		/ /

To be completed by City/County Clerk

Local License # Retail 29

License Fees Annual Fee: $ 1500.00

Prorated Fee: $ _____

Transfer Fee: $ 100.00

Publishing Fee: $ _____

Date filed with clerk: 1 / 16 / 18

Advertising Dates: (2 Weeks) 02/07/18 & 02/11/18

Hearing Date: 02 / 20 / 2018

Publishing Fee Direct Billed to Applicant: ☑

License Term. 02 / 21 / 2018 (Month Day Year) Through 03 / 31 / 2018 (Month Day Year)

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

Applicant Double C Hospitality, LLC

Trade/Business Name (dba): C85 @ Galles Liquor Mart

Building to be licensed/Building Address 748 East Yellowstone (Number & Street)

Casper (City) WY (State) 82601 (Zip) Natrona (County)

Mailing Address. 323 S. David St. (Number & Street or P O Box)

Casper (City) WY (State) 82604 (Zip)

Business Telephone Number. (307) 333-6338 Fax Number: (307) 333-6339

E-Mail Address ccercy@cercyinvestments.com

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

LOTS 8-11 BLOCK 97, CITY OF CASPER, NATRONA COUNTY, WY, ZONED C-2 GENERAL BUSINESS

FILING FOR

- ☐ NEW LICENSE
- ☐ TRANSFER OF LOCATION
- ☒ TRANSFER OWNERSHIP
- ☒ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY Tony Cercy & Cole Cercy

FILING IN (CHOOSE ONLY ONE)

- ☒ CITY OF Casper
- ☐ COUNTY OF _____

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS
- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

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

- ☒ FULL TIME (e g Jan through Dec) (specify months of operation) from January to December
- ☐ SEASONAL/PART-TIME DAYS OF WEEK (e g. Mon through Sat) from _____ to _____
- ☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e g 10a - 2a) from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)
   - (1) **OWN** the licensed building? ☐ YES (own)
   - (2) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

   If Yes, please submit a copy of the lease and indicate:
   - (A) When the lease expires, located on page 2 paragraph 2 of lease In the Addendum
   - (B) Where the **Sales** provision for alcoholic or malt beverages is located, on page ____ paragraph ____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☒ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within

   _____

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103 (b) ☐ YES ☒ NO

   If "YES", explain. _____

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

   Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Cole Cercy						YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. **BAR AND GRILL LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) ☐ YES ☐ NO

8. **RESTAURANT LICENSE:**

(a) Give a description of the dispensing room(s) and state where it is located in the building. W S 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building):_____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) ☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) ☐ YES ☐ NO

9. **RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000 00) on the complex, excluding the value of the land? W.S 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W S 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W S 12-4-401(b)(iii) ☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W S. 12-4-401(b)(iv) ☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

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

10. **MICROBREWERY LICENSE:**

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

(a) If "YES", please specify type. ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

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

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

11. **WINERY LICENSE:**

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

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

12. **LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

13. **LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

14. **LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

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

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

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

15. LIMITED RETAIL (CLUB) LICENSE:

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

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

☒ A statement indicating the financial condition and financial stability of the applicant W S 12-4-102 (a) (vi)

☐ Restaurants include a drawing of the establishment that includes the dispensing room(s) W S 12-4-410 (f)

☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S 12-4-103 (a) (iii)/ W S. 12-4-403(b)/W S 12-4-301(e).

☒ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W S. 12-4-601 (b)

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) *SS.*
COUNTY OF [illegible])

Signed and sworn to before me on this [illegible] day of January, 20[illegible] that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Cole Cerny	member
2)			
3)			
4)			
5)			
6)			

NOTARY PUBLIC
NANCY H. VENCILL
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires January 20, 2021

Witness my hand and official seal:

[signature]
Signature of Notary Public

(SEAL)

My commission expires: [illegible]

Administrative Services Department
City of Casper

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 02/07/2018 and ended on 02/21/2018 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills-Lautzenhiser Date: 02/02/2018

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

2nd day of February, 2018

Heidi Rood

HEIDI ROOD
COUNTY OF NATRONA
12 Dec 2018

Provide to City of Casper Central Records

3OH7 Hospitality, LLC.

Notice is hereby given that on the 15th day of January, 2018, 3OH7 Hospitality, LLC applied for a transfer of ownership interest in Retail Liquor License No. 18, in the office of the Clerk of the City of Casper, Wyoming for the following described place 256 South Center Street, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 20th day of February, 2018 in the City Council Chambers at 200 North David.

Dated: 1/15/2018

Administrative Services Department
City of Casper

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 02/07/2018 and ended on 02/21/2018 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills Laatsch Date: 02/02/2018

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

2nd day of February, 2018

Heidi Rood

MY COMMISSION EXPIRES 12 Dec 2018
NOTARY PUBLIC
HEIDI ROOD
COUNTY OF NATRONA
STATE OF WYOMING

Provide to City of Casper Central Records

Triple C Food and Beverage, LLC.

Notice is hereby given that on the 15th day of January, 2018, Triple C Food and Beverage, LLC applied for a transfer of ownership interest in Retail Liquor License No. 3 in the office of the Clerk of the City of Casper, Wyoming for the following described place 739 North Center Street, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 20th day of February, 2018 in the City Council Chambers at 200 North David.

Dated: 1/15/2018

Administrative Services Department
City of Casper

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 02/07/2018 and ended on 02/21/2018 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills-Laatsch Date: 02/02/2018

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

2nd day of February, 2018

Heidi Rood

HEIDI ROOD
COUNTY OF NATRONA
STATE OF WYOMING
12 Dec 2018

Provide to City of Casper Central Records

Double C Hospitality, LLC.

Notice is hereby given that on the 15th day of January, 2018, Double C Hospitality, LLC applied for a transfer of ownership interest in Retail Liquor License No. 29, in the office of the Clerk of the City of Casper, Wyoming for the following described place 748 East Yellowstone Highway, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 20th day of February, 2018 in the City Council Chambers at 200 North David.

Dated: 1/15/2018

January 29, 2018

MEMO TO: J. Carter Napier, City Manager JCN

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

SUBJECT: Public Hearing for Transfer of Ownership Interest in Three Retail Liquor Licenses.

Meeting Type & Date
Regular Council Meeting
February 20, 2018

Action type
Public Hearing
Minute Action

Recommendation
That Council, by minute action, consider the applications for the transfer of ownership interest in three Retail Liquor Licenses; Retail Liquor License No. 23, Johnson Restaurant Group, Inc. d/b/a CY Discount Liquors, Retail Liquor License No. 12, Firerock Hospitality Group, LLC d/b/a Firerock Steakhouse, and Retail Liquor License No 15, OC Casper, LLC d/b/a Old Chicago.

Summary
The interest in these liquor licenses had been held by John D. Johnson and Jim F. McBride. This transfer will make John D. Johnson the sole interest holder in all three Retail Liquor Licenses.

It was discovered during the renewal process that the interest ownership had changed. Per Municipal Code 5.08.050 (B) whenever an interest of more than ten percent of the whole interest in any corporation, association, or organization holding a retail liquor license is sought to be sold, assigned or otherwise transferred, a new application shall be filed with the city clerk.

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

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist, City Clerk's Office

Attachments
Copy of Applications
Affidavit of Website Publications

WLD-31 (4/17)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: Retail Liquor License No. 23

License Fees Annual Fee: $ 1500.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 10.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 01 / 16 / 2018

Advertising Dates: (2 Weeks) 2-1-18 & 2-8-18

Hearing Date: 2 / 20 / 18

License Term: 04 / 01 / 2018 (Month Day Year) Through 03 / 31 / 2019 (Month Day Year)

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

Applicant: Johnson Restaurant Group Inc

Trade/Business Name (dba): CY Discount Liquor

Building to be licensed/Building Address: 840 CY Avenue (Number & Street)

Casper (City) WY (State) 82601 (Zip) Natrona (County)

Mailing Address: PO Box 50630 (Number & Street or P O. Box)

Casper (City) WY (State) 82605 (Zip)

Business Telephone Number: (307) 265-3029 Fax Number: (307) 473-2909

E-Mail Address: john@jrgrestaurants.com

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

Parcels of Lots 8, 9, 1 & 2; Block 166, City of Casper, Natrona County, Zoned C-2

FILING FOR

☐ NEW LICENSE

☐ TRANSFER OF LOCATION

☒ TRANSFER OWNERSHIP

☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: John Johnson 80%; James McBride - 20%

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Casper

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS
☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

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

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

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

☐ NON-OPERATIONAL/PARKED
HOURS OF OPERATION (e.g. 10a - 2a)
Mon - Sat from 9a to 2a
Sun 10a to 10p

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

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

(1) **OWN** the licensed building? ☐ YES (own)

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

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

(A) When the lease expires, located on page 1 paragraph 4 of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 8 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☒ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

   _____

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103 (b) ☐ YES ☒ NO

   If "YES", explain: _____

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

   Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
John D. Johnson						YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) ☐ YES ☐ NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building):_____

_____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) ☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) ☐ YES ☐ NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

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

10. MICROBREWERY LICENSE:

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

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

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

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

11. WINERY LICENSE:

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

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

12. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

13. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

14. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:

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

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).

☒ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).

☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).

☒ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) *SS.*
COUNTY OF Natrona)

Signed and sworn to before me on this 15th day of January, 2018, that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	John D. Johnson	John D. Johnson	President
2)			
3)			
4)			
5)			
6)			

Witness my hand and official seal:

NOTARY PUBLIC
JAMES EARLE HINTON
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires September 10, 2018

James Earle Hinton
Signature of Notary Public

(SEAL)

My commission expires: 9-10-2018

WLD-31 (4/17)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: Retail Liquor License No. 12

License Fees Annual Fee: $ 1500 . 00

Prorated Fee: $ _____ . ____

Transfer Fee: $ _____ . ____

Publishing Fee: $ 10 . 00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 01 / 16 / 2018

Advertising Dates: (2 Weeks) 2-1-18 & 2-8-18

Hearing Date: 2 / 20 / 18

License Term: 04 / 01 / 2018 (Month Day Year) Through 03 / 31 / 2019 (Month Day Year)

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

Applicant: FireRock Hospitality Group LLC

Trade/Business Name (dba): FireRock Steakhouse

Building to be licensed/Building Address: 6100 E. 2nd Street (Number & Street)

Casper (City) WY (State) 82609 (Zip) Natrona (County)

Mailing Address: PO Box 50630 (Number & Street or P.O Box)

Casper (City) WY (State) 82605 (Zip)

Business Telephone Number: (307) 265-3029 Fax Number: (307) 473-2909

E-Mail Address: john@jrgrestaurants.com

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

NW 1/4 Sec 8 T33N R78W Zoned PUD

FILING FOR

☐ NEW LICENSE

☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Casper

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

☒ TRANSFER OWNERSHIP ☒ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: John Johnson 80%, James McBride - 20%

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
☒ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
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SPECIAL DESIGNATIONS
☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

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

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

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

☐ NON-OPERATIONAL/PARKED
HOURS OF OPERATION (e.g. 10a - 2a)
Mon - Thu from 11a to 10p
Fri-Sat 11a to 11p
Sun 11a to 10p

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

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

(1) **OWN** the licensed building? ☐ YES (own)

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

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

(A) When the lease expires, located on page 1 paragraph 4 of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 8 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☒ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

   _____

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103 (b) ☐ YES ☒ NO

   If "YES", explain: _____

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

   Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
John D. Johnson						YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) ☐ YES ☐ NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building):_____

_____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) ☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) ☐ YES ☐ NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

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

10. MICROBREWERY LICENSE:

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

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

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

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

11. WINERY LICENSE:

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

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

12. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

13. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

14. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:

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

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).

☒ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).

☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).

☒ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) *SS.*
COUNTY OF Natrona)

Signed and sworn to before me on this 15th day of January, 20 18 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	John D. Johnson	Manager
2)			
3)			
4)			
5)			
6)			

Witness my hand and official seal:

NOTARY PUBLIC
JAMES EARLE HINTON
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires September 10, 2018

James Earle Hinton
Signature of Notary Public

(SEAL)

My commission expires: 9-10-2018

WLD-31 (4/17)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: Retail Liquor License No. 15

License Fees Annual Fee: $ 1500.00

Prorated Fee: $ ____.____

Transfer Fee: $ ____.____

Publishing Fee: $ 10.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 01 / 16 / 2018

Advertising Dates: (2 Weeks) 2-1-18 & 2-8-18

Hearing Date: 2 / 20 / 18

License Term: 04 / 01 / 2018 (Month Day Year) Through 03 / 31 / 2019 (Month Day Year)

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

Applicant: OC Casper LLC

Trade/Business Name (dba): Old Chicago

Building to be licensed/Building Address: 3580 E. 2nd Street (Number & Street)

Casper (City) WY (State) 82609 (Zip) Natrona (County)

Mailing Address: PO Box 50630 (Number & Street or P.O. Box)

Casper (City) WY (State) 82605 (Zip)

Business Telephone Number: (307) 265-3029 Fax Number: (307) 473-2909

E-Mail Address: john@jrgrestaurants.com

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

Lot 1, Casper Retail, Zoned C-2

FILING FOR

☐ NEW LICENSE

☐ TRANSFER OF LOCATION

☒ TRANSFER OWNERSHIP

☒ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: John Johnson - 80%; James McBride - 20%

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Casper

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
☒ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS
☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

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

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

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

☐ NON-OPERATIONAL/PARKED
HOURS OF OPERATION (e.g. 10a - 2a)
from Mon-Thu 11a to 12a
Fri-Sat 11a to 2a
Sun 11a to 10p

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

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

(1) **OWN** the licensed building? ☐ YES (own)

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

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

(A) When the lease expires, located on page 1 paragraph 4 of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 8 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☒ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

   _____

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103 (b) ☐ YES ☒ NO

   If "YES", explain: _____

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

   Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
John D. Johnson						YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) ☐ YES ☐ NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building):_____

_____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) ☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) ☐ YES ☐ NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

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

10. MICROBREWERY LICENSE:

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

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

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

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

11. WINERY LICENSE:

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

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

12. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

13. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

14. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:

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

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).

☒ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).

☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).

☒ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) *SS.*
COUNTY OF Natrona)

Signed and sworn to before me on this 15th day of January, 20 13 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	John D. Johnson	John D. Johnson	Manager
2)			
3)			
4)			
5)			
6)			

Witness my hand and official seal:

NOTARY PUBLIC
JAMES EARLE HINTON
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires September 10, 2018

James Earle Hinton
Signature of Notary Public

(SEAL)

My commission expires: 9-10-2018

Administrative Services Department
City of Casper

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 02/07/2018 and ended on 02/21/2018 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills-Lautsch Date: 02/02/2018

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

2nd day of February, 2018

Kim Rood

Provide to City of Casper Central Records

Johnson Restaurant Group, Inc.

Notice is hereby given that on the 16th day of January, 2018, Johnson Restaurant Group, Inc applied for a transfer of ownership interest in Retail Liquor License No. 23, in the office of the Clerk of the City of Casper, Wyoming for the following described place 840 CY Avenue, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 20th day of February, 2018 in the City Council Chambers at 200 North David.

Dated: 1/16/2018

Administrative Services Department
City of Casper

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

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- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills-Frantsch Date: 02/02/2018

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

2nd day of February, 2018

Heidi Rood

12 Dec 2018
HEIDI ROOD
COUNTY OF NATRONA
STATE OF WYOMING

Provide to City of Casper Central Records

Firerock Hospitality Group, LLC.

Notice is hereby given that on the 16th day of January, 2018, Firerock Hospitality Group, LLC, applied for a transfer of ownership interest in Retail Liquor License No. 12, in the office of the Clerk of the City of Casper, Wyoming for the following described place 6100 East 2nd Street, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 20th day of February, 2018 in the City Council Chambers at 200 North David.

Dated: 1/16/2018

Administrative Services Department
City of Casper

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 02/07/2018 and ended on 02/21/2018 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills-Laatsch Date: 02/02/2018

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

2nd day of February, 2018

Heidi Rood

NOTARY PUBLIC
HEIDI ROOD
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires 12 Dec 2018

Provide to City of Casper Central Records

OC Casper, LLC.

Notice is hereby given that on the 16th day of January, 2018, OC Casper, LLC, applied for a transfer of ownership interest in Retail Liquor License No. 15, in the office of the Clerk of the City of Casper, Wyoming for the following described place 3580 East 2nd Street, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 20th day of February, 2018 in the City Council Chambers at 200 North David.

Dated: 1/16/2018

February 20, 2018

MEMO TO: J. Carter Napier, City Manager JCN

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

SUBJECT: Public Hearing for Annual Renewal of Liquor Licenses.

Meeting Type & Date
Regular Council Meeting
February 20, 2018

Action type
Public Hearing
Minute Action

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

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

All liquor license applications must be certified as being complete by the Liquor Division of the Wyoming Department of Revenue. The Division has certified all 2018-2019 license applications as being complete.

Police Report for 2017

The Casper Police Department has compiled a report of all calls for service at the address of each liquor dealer's establishment in calendar year 2017. The Casper Police Department will have presented the report directly to City Council at the February 13, 2018 work session.

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

Licenses with Stipulations

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

- Retail Liquor License No. 6, Frosty Bev LLC, d.b.a. **Frosty Liquor**, has stipulations and conditions put in effect restricting Roger Hessler from ownership or interest in this liquor license. Stipulation 1.b regarding patio hours was rescinded by Council in 2012 upon request of the license holder.

- Retail Liquor License No. 36, Urban Market Wines, LLC, d.b.a. **Urban Bottle**, has stipulations and conditions restricting this liquor license from being transferred to a new address.

- Retail Liquor License No. 37, Charger Holding, LLC, d.b.a **Yellowstone Garage**, has stipulations and conditions restricting this liquor license from being transferred to a new address.

Assessed Demerit Points

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

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

Establishment	License Type	Date	Disposition	Demerit Points	Offense
Cy Discount Liquor	Retail	1/12/2017	Pled Guilty	25	Sale to minor
Prime Time	Retail	1/12/2017	Pled Guilty	25	Sale to minor
VFW Post 10677	Limited Retail	1/12/2017	Pled Guilty	25	Sale to minor
Smith's Food & Drug #185	Retail	1/12/2017	Pled Guilty	25	Sale to minor
Himalayan Indian Cuisine	Restaurant	1/12/2017	Pled Guilty	25	Sale to minor
Albertsons Liquor's #2060	Retail	1/12/2017	Pled Guilty	25	Sale to minor
Frosty's Lounge	Retail	5/11/2017	Pled Guilty	25	Sale to minor
Don Juan's Mexican Restaurant	Restaurant	5/11/2017	Pled Guilty	25	Sale to minor
Pizza Hut #238	Restaurant	5/18/2017	Pled Guilty	25	Sale to minor
Ridley's Family Markets	Retail	11/21/2017	Pled Guilty	25	Sale to minor
Outlet Liquor & Tobacco	Retail	12/20/2017	Pled Guilty	25	Sale to minor
C85 @ The Wonder Bar	Retail	12/20/2017	Pled Guilty	25	Sale to minor
C85 @ Galles Liquor Mart	Retail	12/20/2017	Pled Guilty	25	Sale to minor

Partytime Liquors	Retail	12/21/2017	Pled Guilty	25	Sale to minor
Koto Restaurant	Restaurant	12/19/2017	Pled Guilty	25	Sale to minor
Table Mountain Vineyards	Satellite Winery	6/8/2017	Pled Guilty	25	Sale to minor

Disclosed Felony and Alcohol Related Violations

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

Four individuals listed on the 2018-2019 applications disclosed they had alcohol related convictions. However, in contacting these applicants, 3 individuals' convictions were over ten (10) years old. One individual has a conviction in 2013. Wyoming Statutes require disclosure of convictions within ten (10) years prior to filing of the application. Consequently, three of these individuals would not have needed to make the disclosure in that the conviction is irrelevant to the renewal process per State law.

Restaurant and Bar & Grill Licenses – Food Service Requirements

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

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

Non-operational or "Parked" Licenses

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

Current parked licenses are:

- Retail Liquor License No. 5, **Travis Taylor,** located at 134 North Center Street. This license can remain non-operational until December 20, 2018, after which the license will have to be operational.

- Retail Liquor License No. 8, **Good 2 Go, LLC,** located at 1968 E Yellowstone Highway. This license can remain non-operational until April 5, 2018. This liquor license holder has indicated they will be operational by March 2018; however they have requested the one year extension in case the remodel takes longer than expected. If granted, they will have to be operational by April 5, 2019.

- Bar & Grill License No. 10, **Marvin Piel, LLC**, located at 100 North Center Street. This license may remain non-operational until November 22, 2018 at which time it will need to become active or request the one year extension.

- Microbrewery No.1, **Wyoming State Brewing Company, LLC**, located at 256 South Center Street. This licensee is requesting the one year extension to November 2, 2018, at which time they will have to be operational.

- Microbrewery No. 3, **Skull Tree Brewing, LLC,** located at 1530 Burlington. This license was transferred June 8, 2016. This licensee will have to be operational by June 8, 2018.

Extension Requests

In July of 2017 Wyoming State Statute changed the non-operational time periods. Under the old law liquor licenses were able to be non-operational for two years with an optional one year extension. That changed to one year with a one year optional extension making two years the maximum time a license can remain non-operational.

City Staff received correspondence from the State Liquor Division requiring letters from two non-operational license holders to extend their non-operational status. Both of these license holders where on non-operational status when the law changed. The two license holders are as follows:

Retail Liquor license No. 8, Good 2 Go, LLC, located at 1968 East Yellowstone Highway has requested the one year extension. If this is approved, it would extend the non-operational status to April 5, 2019.

Microbrewery No. 1, Wyoming State Brewing Company, LLC, located at 256 South Center Street has requested the extension. If this is approved, it would extend the non-operational status to November 2, 2018, however the State Liquor division will grant a grace period to coincide with end of our licensing period term on March 31, 2019.

City Council may grant this by minute action. No publication is required for the extension.

Delinquent Sales Tax holds

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

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

As of this date (February 7, 2018) the following liquor license holders are on sales tax hold:

- La Cocina, Restaurant Liquor License No. 17 on tax hold since January 18, 2018. Representatives from La Cocina stated they will take care of this matter as soon as possible.
- CRU Casper, LLC, Resort Liquor License No. 3 on tax hold since February 7, 2018. Representatives from CRU Casper, LLC stated they will take care of this matter immediately.
- Western States, Inc., Resort Liquor License No. 5 on tax hold since February 7, 2018. Representatives from Western States, Inc stated they will take care of this matter immediately.

Renewal Year

After the public hearing, if City Council renews the liquor licenses, all renewed licenses will be effective for April 1, 2018, the beginning of the 2018-2019 license year.

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
List of liquor licenses
Affidavit of website publication
Extension letter request from Good 2 Go
Extension letter request from Wyoming State Brewery
Stipulations for Frosty's Lounge, Urban Market Wines, and Yellowstone Garage

CITY OF CASPER

RETAIL LIQUOR LICENSES

APRIL 1, 2018 - MARCH 31, 2019

NO.	NAME	DBA	LOCATION
1	Tin Shack	Poplar Wine & Spirits	1016 South Poplar Street
2	Red Lobster Hospitality, LLC	Red Lobster	5010 East 2nd Street
3	Triple C Food & Beverage, LLC.	C85 @ The Pump House	739 North Center Street
4	The Office Bar & Grill, INC	The Office Bar and Grill	520 South Ash Street
5	Travis Taylor (*Parked*)	Cocktails	134 North Center Street
6	Frosty Bev, LLC	Frosty Liquor	520 South Center Street
7	Love Holdings, LLC	C85 @ The Branding Iron	129 West 2nd Street
8	Good to Go, LLC (Parked)	Good 2 Go	1968 East Yellowstone Highway
9	Smith's Food & Drug Centers	Smith's #185	2405 CY Avenue
10	Armor's Restaurant, Inc.	Armor's Restaurant	3422 South Energy Lane
11	Partytime, Inc	Partytime Liquors	1335 South McKinley Street
12	Firerock Hospitality, LLC.	Firerock Steakhouse	6100 East 2nd Street
13	Keg & Cork, Inc.	The Keg & Cork	5371 Blackmore Road
14	R & M Development Co, Inc	Ramkota	800 North Poplar Street
15	OC Casper, LLC	Old Chicago	1745 CY Avenue
16	Albertsons, LLC.	Albertson's #2062	2625 East 2nd Street
17	L & L Liquors, Inc	Liquor Shed	240 South Wyoming Blvd
18	3OH7 Hospitality, LLC.	C85 @ The Wonder Bar	256 South Center Street
19	Ridley's Family Markets, Inc.	Ridley's Family Markets	1375 CY Avenue
20	Walmart Stores, Inc.	Walmart Store #3778	4255 CY Avenue
21	Modern Electric Co.	Wyoming Bootlegger Liquor	240 West First Street
22	Wyoming Spirits, LLC.	2nd Street Liquor & Wine	939 East 2nd St Ste 400
23	Johnson Restaurant Group, Inc	CY Discount Liquor	840 CY Avenue
24	Alibi Bar & Lounge, Inc.	Alibi Bar & Lounge	1740 East Yellowstone
25	Albertsons Liquors, Inc.	Albertson's #2060	1076 CY Avenue
26	Wyoming Novelty Co.	TJ's Bar & Grill	2024 CY Avenue
27	Alrog, Inc.	Moonlight Liquors	2305 East 12th Street
28	Caputa's Catering, LLC	Sunrise Lanes	4370 South Poplar
29	Double C Hospitality, LLC.	C85 @ Galles Liquor	748 East Yellowstone
30	Gold Crown, LLC	Paradise Valley Liquors	401 Valley Drive
31	Sam's West, Inc	Sam's Club #6425	4600 East 2nd Street
32	Roaring 22, LLC	The Gaslight Social	314 West Midwest Avenue
33	Moyle Petroleum	Outlet Liquor & Tobacco	627 North Poplar Street
34	Dorsey Van Galloway	El-Marko Lanes/Galloway's Irish Pub & Eatery	2800 CY Avenue
35	Global Spectrum, LP	Casper Events Center	1 Events Drive
36	Urban Market Wines LLC.	Urban Bottle	319 West Midwest Avenue
37	Charger Holding, LLC	Yellowstone Garage	355 West Yellowstone

CITY OF CASPER			
RESTAURANT LIQUOR LICENSES			
APRIL 1, 2018 - MARCH 31, 2019			
NO.	**NAME**	**DBA**	**LOCATION**
1	Colvin Properties, LLC	Pizza Hut #239	3741 East 2nd Street
2	Wagons West Management LLC	Pizza Ranch - Casper	5011 East 2nd Street
5	Bosco's Inc	Bosco's	847 East 'A' Street
8	High Plains Pizza Inc	Pizza Hut #238	3738 CY Avenue
9	Shogun Restaurant Management, Inc.	Shogun Restaurant	3095 Talon Drive Ste#400
10	Los Espinos Inc	La Costa Mexican Restaurant	1600 East 2nd Street
14	JS Chinese Restaurant LLC	JS Chinese	116 West 2nd Street
17	Childs Corp	La Cocina Mexican Restaurant	321 East 'E' Street
18	Juan Rosales	Don Juan's Mexican Restaurant	144 South Center Street
19	KET LLC	Eggington's	229 East 2nd Street
21	666 Restaurant Inc.	House of Sushi	260 South Center Street
22	Uncle Freddie's of Wyoming Inc	Sanford's Grub & Pub	61 S E Wyoming Blvd
23	Alejandro Rosales	Taco's Mexico	2771A East 12th Street
24	Rena's Lime Leaf Asian Bistro Inc	Lime Leaf Asian Bistro	845 East 2nd Street
29	JJM CW Hospitality Inc	Denny's Dinner	4220 Hospitality Lane
30	Energy Catering	El Toro Mexican Cantina	3400 East 2nd Street
31	Himalayan Indian Cuisine, LLC.	Himalayan Indian Cuisine	232 East 2nd Street #100B
32	Koto Casper, Inc.	Koto Restaurant	5091 East 2nd Street
33	Firehouse Pizza Wood Fired	Firehouse Pizza Wood Fired	395 Newport
34	New Chopstix Asian Bistro	New Chopstix Asian Bistro	1937 East 2nd Street
37	2nd Street Eats, LLC	2nd Street Eats, LLC	128 East 2nd Street
	**** 21 Restaurant Liquor Licenses**		

CITY OF CASPER			
LIMITED RETAIL LIQUOR LICENSES			
APRIL 1, 2018 - MARCH 31, 2019			
NO.	**NAME**	**DBA**	**LOCATION**
1	BPO ELKS #1353	Elks Lodge #1353	108 East 7th Street
2	Fraternal Order of Eagles #306	Eagles Lodge	306 North Durbin Street
4	Casper Shrine Club	Shrine Club	1501 West 39th Avenue
6	Casper Mustang Post VFW 10677	VFW Post 10677	420 North Elk Street
8	Casper VFW Memorial Post 9439	Casper VFW Memorial Post 9439	1800 Bryan Stock Trail
9	Cabin Creek Golf, LLC	Paradise Valley Country Club	70 Magnolia
10	Amoco Reuse Agreement Joint Powers Board	Three Crowns Golf Club	1601 King Blvd
11	City of Casper	The 19th Hole	2120 Allendale Blvd

CITY OF CASPER

MICROBREWERIES - APRIL 1, 2018 - MARCH 31, 2019

NO.	NAME	DBA	LOCATION
1	Wyoming State Brewing Company, LLC.	Wyoming State Brewing Co	256 South Center Street
3	Skull Tree Brewing, LLC.	Skull Tree Brewing	3580 East 2nd Street
4	BrewStory, LLC	Frontier Brewing Company	117 East 2nd Street

RESORT LIQUOR LICENSES- APRIL 1, 2018 - MARCH 31, 2019

NO.	NAME	DBA	LOCATION
1	Jai Jai Mata Wy Hospitality Inc.	Hilton Garden Inn	1150 North Poplar Drive
2	Casper Holiday Inn, LLC.	Holiday Inn	721 Granite Peak Drive
3	CRU Casper, LLC.	Parkway Plaza Hotel & Convention Centre	1 Parkway Plaza Drive
4	Casper Hospitality, LLC.	Courtyard by Marriott	4260 Hospitality Lane
5	Western States, Inc.	Ramada Plaza Riverside	300 West 'F' Street
6	City of Casper	Hogadon Basin	2500 West Hogadon

BAR & GRILL APRIL 1, 2018 - MARCH 31, 2019

NO.	NAME	DBA	LOCATION
1	Sriphiboon, LLC	Dsasumo	320 West 1st Street
2	WYO-MEX I, Inc.	On The Border	71 SE Wyoming Blvd
3	OG of Casper, Inc.	The Olive Garden Italian Restaurant #1828	5070 East 2nd Street
4	Casper Dave's, LLC.	Wyoming Ale Works	5900 East 2nd Street
5	Johnny J's Bar & Grill, LLC.	J's Pub & Grill	3201 SW Wyoming Blvd
6	Screamin' Hot Wyoming, LLC.	Buffalo Wild Wings	5071 East 2nd Street
7	Ujvary Enterprises, LLC.	The Fort Saloon N'Eatery	500 West 'F' Street
8	Marco's Coal Fired Pizza, LLC.	Racca's Pizzeria Napoletana	430 South Ash Street
9	Moreno and Moreno, LLC	Guadalajara Mexican Restaurant	3350 CY Avenue
10	Marvin Piel Family, LLC	Marvin Piel	100 North Center Street
11	City of Casper/Unassigned		200 North David
12	City of Casper/Unassigned		200 North David
13	City of Casper/Unassigned		200 North David
14	City of Casper/Unassigned		200 North David
$10,500/1st yr			
$3,000/Renewal			

MANUFACTURER SATELLITE WINERY APRIL 1, 2018 - MARCH 31, 2019

NO.	NAME	DBA	LOCATION

1	Table Mountain Vineyards, LLC.	Table Mountain Vineyards	731 East 2nd Street

Administrative Services Department
City of Casper

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on January 31, 2018 and ended on February 21, 2018 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills Laatsch Date: 01/31/2018

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

31st day of January, 2018

Heidi Rood

NOTARY PUBLIC
HEIDI ROOD
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires 12 Dec 2018

Provide to City of Casper Central Records

NOTICE OF APPLICATION FOR RENEWAL OF LIQUOR LICENSES

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

Retail Liquor License 11/13/17 Tin Shack LLC 1016 South Poplar Drive dba Poplar Wine & Spirits; 11/21/17 Red Lobster Hospitality LLC Inc 5010 East 2nd Street dba Red Lobster; 11/29/2017 Triple C Food & Beverage 739 North Center Street dba C85 @ The Pump House; 11/30/2017 Office Bar and Grill, Inc 520 South Ash Street dba The Office Bar & Grill; 12/20/17 Travis Taylor 134 N Center Street; 11/27/17 Frosty Bev LLC 520 South Center Street dba Frosty Lounge; 11/30/2017 Love Holdings, LLC 129 W 2nd Street dba C85 @ The Branding Iron; 11/27/17 Good 2 Go, LLC 1968 East Yellowstone Hwy dba Good 2 Go; 12/12/17 Smith's Food & Drug Centers 2405 CY Avenue dba Smith's #185 11/20/2017 Armor's Restaurant Inc 3422 South Energy Lane dba Armor's Restaurant; 11/21/2017 Partytime Inc 1335 South McKinley Street dba Partytime Liquors; 11/30/17 Firerock Hospitality LLC 6100 East 2nd Street dba Firerock Steakhouse & Grill; 11/29/17 Keg & Cork Inc 5371 Blackmore Rd dba The Keg & Cork; 11/21/17 R&M Beverage Company Inc dba Ramkota Hotel; 11/30/17 OC Casper LLC 3580 East 2nd Street dba Old Chicago; 11/17/17 Albertsons LLC 2625 E 2nd Street dba Albertson's #62; 11/06/2017 L & L Liquors Inc 240 S Wyoming Blvd dba Liquor Shed; 11/29/2017 3OH7 Hospitality LLC 256 S Center Street dba C85 @ The Wonder Bar; 12/1/2017 Ridleys Family Market Inc 1375 CY Avenue dba Ridley's Family Markets; 11/27/17 Walmart Inc 4255 CY Avenue dba Wal-Mart #3778; 12/1/2017 Wyoming Spirits LLC 939 East 2nd St Ste 400 dba 2nd Street Liquor & Wine; 11/30/2017 Johnson Restaurant Group Inc 840 CY Avenue dba CY Discount Liquor; 12/7/17 Alibi Bar & Lounge Inc 1740 E Yellowstone dba Alibi Bar & Lounge; 11/28/17 Albertsons Liquors Inc 1076 CY Avenue dba Albertsons Liquors #60; 12/8/17 Wyoming Novelty Company 2024 CY Avenue dba TJ's Bar & Grill; 10/20/17 Alrog Inc 2305 E 12th Street dba Moonlight Liquors; 1/17/2018 Caputa's Catering LLC 4370 S Poplar dba Sunrise Lanes; 11/29/2017 Double C Hospitality, LLC 748 E Yellowstone dba C85 @ Galles Liquor; 11/27/17 Gold Crown LLC 401 Valley Drive dba Paradise Valley Liquors; 11/27/17 Sam's West Inc 4600 E 2nd Street dba Sam's Club #6425; 11/29/17 Roaring 22, LLC 314 West Midwest dba Gaslight Social; 11/20/2017 Moyle Petroleum Company 627 N Poplar dba Outlet Liquor & Tobacco; 11/29/2017 Dorsey Van Galloway 2800 CY Avenue dba Galloway's Irish Pub; 11/22/17 Global Spectrum LP 1 Events Drive dba Casper Events Center; 11/29/17 Urban Market Wines LLC 319 W Midwest Unit B dba Urban Bottle; 11/30/17 Charger Holdings LLC 355 W Yellowstone dba Yellowstone Garage; 11/16/17 Modern Electric Company 240 & 242 West 1st Street dba Wyoming Bootlegger Liquor **Restaurant Liquor License** 11/15/17 Colvin Properties LLC 3741 E 2nd Street dba Pizza Hut #239; 11/22/17 Wagons West Management, LLC 5011 E 2nd Street dba Pizza Ranch; 12/1/2017 Bosco's Inc 847 E A dba Bosco's; 1/17/18 2nd Street Eats, LLC 128 East 2nd Street dba 2nd Street Eats, LLC; 11/17/17 High Plains Pizza Inc 3738 CY Avenue dba Pizza Hut #238; 12/1/17 Los Espinos Inc 1600 East 2nd Street dba La Costa Mexican Restaurant; 11/24/17 Shogun Restaurant Management Inc 3095 Talon Drive dba Shogun Restaurant; 11/28/17 JS Chinese Restaurant LLC 116 West Second Street dba JS Chinese Restaurant; 12/1/2017 Childs Corporation 321 East "E" Street dba La Cocina Mexican Restaurant; 11/22/17 Juan Rosales 144 South Center Street dba Don Juan Mexican Restaurant; 12/4/17 KET LLC 229 East Second Street dba Eggington's Restaurant; 11/30/17 666 Restaurant Inc. 260 South Center dba House of Sushi; 12/8/17 Uncle Freddies of WY Inc 61 SE Wyoming Blvd dba Sanford's Grub & Pub; 11/27/17 Alejandro Rosales 2117A East 12th Street dba Tacos Mexico; 12/1/17 Rena's Lime Leaf Asian Bistro Inc 845 E 2nd St dba Lime Leaf Asian Bistro; 12/1/17 Firehouse Pizza Wood Fired 395 Newport No 1 dba Firehouse Pizza Wood Fired; 12/1/17 JJM CW Hospitality Inc 4220 Hospitality Lane dba Denny's Diner; 12/1/17 Energy Catering 3400 E 2nd Street dba El Toro Mexican Cantina; 12/5/17 Himalayan Indian Cuisine, LLC 232 E 2nd St dba Himalayan Indian Cuisine; 11/29/17 New Chopstix Asian Bistro Casper, Inc 1937 E 2nd Street dba Chopstix Asian Bistro; 11/22/17 Koto Casper, Inc 5091 E 2nd Street dba Koto Restaurant **Limited Retail** 11/15/17 B.P.O.E. Elks Lodge #1353 108 East Seventh Street dba Elks Lodge #1353; 11/29/17 Fraternal Order of Eagles 306 North Durbin Street dba Eagles Lodge; 11/14/17 Casper Shrine Club 1501 West 39th Street dba Shrine Club; 11/16/17 Casper Mustang VFW Post 10677 420 North Elk

dba VFW Post 10677; 11/22/2017 Casper Memorial VFW Post 9439 1800 Bryan Stock Trail dba Casper VFW Memorial Post 9439; 11/29/17 Cabin Creek Golf LLC 70 Magnolia dba Paradise Valley Country Club; 01/02/18 Amoco Reuse Agreement Joint Powers Board 1601 King Blvd dba Three Crowns Golf Club 11/28/17 City of Casper Wyoming 2120 Allendale Blvd dba The 19th Hole Restaurant **Microbrewery Permit** 12/06/17 Wyoming State Brewing Co LLC 256 South Center Street dba Wyoming State Brewing Co; 11/14/17 Skull Tree Brewing, LLC 1530 Burlington Avenue dba Skull Tree Brewing; 11/27/17 Brewstory, LLC 117 East 2nd Street dba Frontier Brewing Company **Resort** 11/30/17 Jai Jai Mata of Wyoming Hospitality Inc 1150 Poplar dba Hilton Garden Inn; 11/30/17 Casper Inn LLC 721 Granite Peak Drive dba Holiday Inn; 12/6/17 CRU Casper LLC 123 West E Street dba Parkway Plaza & Convention Ctr; 12/7/17 Western States Inc 300 West F Street dba Ramada Plaza Riverside; 12/1/2017 Casper Hospitality LLC 4260 Hospitality Lane dba Courtyard by Marriott; 11/28/17 City of Casper 2500 West Hogadon Road dba Hogadon Basin Ski Area **Bar & Grill** 12/8/17 Sriphaiboon, LLC 320 West First Street dba Dsasumo; 11/30/17 Wyo-Mex I Inc 71 S.E. Wyoming Blvd dba On The Border; 11/27/17 OG of Casper Inc. 5070 East 2nd Street dba Olive Garden Italian Restaurant; 11/30/17 Casper Dave's LLC 5900 E 2nd Street dba Wyoming Ale Works; 11/30/17 Johnny J's Bar & Grill LLC 3201 SW Wyoming Blvd dba J's Pub & Grill; 11/29/17 Screamin' Hot Wyoming LLC 5071 E 2nd Street dba Buffalo Wild Wings; 12/1/17 Ujvary Enterprises LLC 500 West 'F' Street dba The Fort Saloon N'Eatery; 11/29/17 Marco's Coal Fired Pizza Casper LLC dba Racca's Pizzeria Napoletana; 12/20/2017 Marvin Piel Family, LLC, 100 N. Center Street dba The Tower; 12/20/17 Moreno & Moreno LLC 3350 CY Avenue dba Guadalajara Mexican Restaurant; **Manufacturer Satellite** 12/1/17 Table Mountain Vineyards LLC 731 E 2nd St dba Table Mountain Vineyards. Protest, if any there be, against the issuance of each and every license, will be heard at the hour of 6:00 p.m. on the 20th day of February, 2018, in the City Council Chambers City Hall 200 North David Street Casper Wyoming. Dated this 15th day of January 2018, City of Casper Wyoming, A Municipal Corporation; J. Carter Napier, City Manager, Fleur Tremel, City Clerk.

Publish: FEBRUARY 1 AND 8, 2018

GOOD2GO

January 12, 2018

Good 2 Go Store, LLC
PO Box 50430
Idaho Falls, ID 83405

City of Casper
200 N David
Casper, WY 82601

To Whom It May Be Concerned:

Good 2 Go Store #216 in Casper, WY, located at 1968 East Yellowstone Avenue is currently being remodeled. We anticipate that the remodel will be completed by the end of February 2018. This remodel will allow us to meet the required storage and layout that we would like to have to sell alcohol, wine, and liquor at our convenience store. As we approach the year date of our non-operational liquor license, we would like to request an optional one-year extension in case the remodel is not complete.

We anticipate operating this license by March of 2018.

Sincerely,

Jeff Cooper

Jeffrey Cooper
Good 2 Go Stores, LLC

WYOMING STATE BREWING CO. LLC

Wyoming State Brewing Co. LLC
P.O. Box 2886
323 S David Street
Casper, Wyoming 82602
PH: 307-333-6338
FAX: 307-333-6339

January 8, 2018

City of Casper
200 N David Street
Casper, Wyoming 82601

Attention: Carla Mills-Laatsch

REF: Wyoming State Brewing LLC

Good Morning Carla,

Wyoming State Brewing is requesting another year of non-operational status with our craft brewing license. With all the other projects we have had in 2017 we just haven't had time to really put a solid business plan together for a brewing operation. However, we do have some properties available that we hope to use for this brewing operation. We hope to have this endeavor up and running on or before November 1, 2018. Please accept this letter as the status of Wyoming State Brewing Company LLC and our brewing license.

Sincerely
WYOMING STATE BREWING CO, LLC

Cole Cercy
Manager - Member

RETAIL LIQUOR LICENSE NO. 6 FROSTY'S LOUNGE

CONDITIONS AND RESTRICTIONS
September 2011

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

1. Rodger Hessler, or any corporation or other entity in which he may have or hold and interest shall not have any ownership or other legal interest in or to Retail Liquor License Number 6, or have any relationship as a partner, stockholder, manager, employee or otherwise with the holder of or any license transferee except as provided in Paragraph 2 below.

2. The holder of Retail Liquor License Number 6 acknowledges that Sandbar, Inc., owns the building and associated real property located at 520 South Center Street, Casper, Wyoming, the current location of Retail Liquor License Number 6, and that Sandbar, Inc. may be leasing, or otherwise selling this real property to the holder of or a future transferee of Retail Liquor License Number 6. Nothing herein contained shall be construed to prevent Sandbar, Inc., or Rodger Hessler, from leasing or otherwise selling said real property by contract for deed or by and through a note-mortgage transaction whereby Sandbar, Inc. or Rodger Hessler would be the Mortgagee thereunder. PROVIDED HOWEVER, in no event shall the consideration for any such sale or other transfer of the premises, by lease or otherwise be based upon a percentage of the revenue derived from sale of alcoholic or malt beverages under Retail Liquor Licenses Number 6.

3. Any violation of these Conditions and Restrictions shall entitle the City Council, upon notice and hearing, to revoke Retail Liquor License Number 6.

RETAIL LIQUOR LICENSE NO. 36 URBAN MARKET WINES

CONDITIONS AND RESTRICTIONS
MAY 2014

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

1. This Retail Liquor License shall be restricted to its use only at 319 West Midwest, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Retail Liquor License by the applicant, a subsequent purchaser or lessee of the real property from the applicant, or by operation of law, this Retail Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.

2. Additionally, in the event the applicant shall fail, for whatever reason, to acquire a fee simple interest in the adjacent property, as described in the Real Estate Purchase Agreement between the applicant and the City of Casper, within two (2) years of the date of Purchase Agreement, the City shall have the absolute right to revoke Retail Liquor License No. 36 at the end of this two (2) year purchase period. The applicant understands, and agrees to the City's right to revoke this Retail Liquor License pursuant to this condition, which shall survive the closing of the Purchase Agreement.

3. This Restaurant Liquor License shall be restricted to its use only on Lot 2, OYD No. 2 Subdivision to the City of Casper, Wyoming (the "real property"), 319 West Midwest, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Restaurant Liquor License by the applicant, a subsequent purchaser or lessee of the real property from the applicant, or by operation of law, this Restaurant Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.

RETAIL LIQUOR LICENSE NO. 37 CHARGER HOLDINGS, LLC.

CONDITIONS AND RESTRICTIONS
SEPTEMBER 2016

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

1. This Retail Liquor License shall be restricted to its use only at 319 West Midwest, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Retail Liquor License by the applicant, a subsequent purchaser or lessee of the real property from the applicant, or by operation of law, this Retail Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.

January 20, 2018

MEMO TO: His Honor, Mayor Ray Pacheco, and Members of City Council

FROM: J. Carter Napier, City Manager JCN

SUBJECT: Authorizing the PFLAG Resolution

Meeting Type & Date
Regular Council Meeting
February 20, 2018

Action type
Resolution

Recommendation
That Council, by resolution, authorize the PFLAG Resolution.

Summary
The Casper chapter of Parents and Friends of Lesbians and Gays (PFLAG) have requested the Casper City Council to support a resolution of non-discrimination of lesbian, gay, bisexual, and transgender (LGBT) citizens.

The argument the petitioners make is that it is important that Casper illustrates that compassion, understanding and unity are values that are upheld and promoted regardless of persuasion. Our citizens need to feel safe and a community that is welcoming and supportive will encourage all people to stay in Casper and contribute to our community.

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
City Manager's Office

Attachments
PFLAG Resolution
Non-Discrimination Resolution
Non-Discrimination Resolution Amendment

RESOLUTION NO. 18–23

A RESOLUTION STATING THE POLICY OF THE CITY OF CASPER TO PROMOTE A DIVERSE COMMUNITY AND ENSURE THAT DISCRIMINATION OF ANY KIND IS NOT ACCEPTED

WHEREAS, Casper is a diverse community with a long tradition of pursuing full equality for all of its citizens; and,

WHEREAS, the full inclusion and acceptance of lesbian, gay, bisexual, and transgender (LGBT) citizens is fair and just; and,

WHEREAS, we affirm the right of LGBT citizens in Casper to live free of discrimination in all of its forms; and,

WHEREAS, discrimination in all of its forms including: on the basis of race, color, religion, national origin, sex, gender identity, age, marital status, sexual orientation, family status, veteran status, disability and source of income is wrong and presents a stumbling block to the pursuit of full equality.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING, THAT: the City of Casper, in regular session duly assembled, it is the policy of the City to reject discrimination of any kind and to respect the inherent worth of every person, without regard to race, color, religion, national origin, sex, gender identity, age, marital status, sexual orientation, family status, veteran status, disability and source of income. The City affirms that its personnel policies protect employees and potential employees from discrimination based on sexual orientation and gender identity.

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

RESOLUTION NO.18-24

A RESOLUTION STATING THE POLICY OF THE CITY OF CASPER TO PROMOTE A DIVERSE COMMUNITY AND ENSURE THAT DISCRIMINATION OF ANY KIND IS NOT ACCEPTED

WHEREAS, Casper is a diverse community with a long tradition of pursuing full equality for all of its citizens; and,

WHEREAS, the City Council of Casper, Wyoming believes that all people should be treated equally and fairly; and,

WHEREAS, the City Council of Casper, Wyoming believes that all of our people should live free of discrimination.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING, THAT: the City of Casper, in regular session duly assembled, states that it is the policy of the City to reject discrimination of any kind against any person.

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

RESOLUTION NO. 18-25

A RESOLUTION STATING THE POLICY OF THE CITY OF CASPER TO PROMOTE A DIVERSE COMMUNITY AND ENSURE THAT DISCRIMINATION OF ANY KIND IS NOT ACCEPTED.

WHEREAS, Casper is a diverse community with a long tradition of pursuing full equality for all its citizens; and

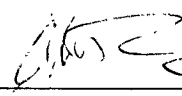
WHEREAS, the City Council of Casper, Wyoming believes that all people should be treated equally and fairly; and

WHEREAS the City Council of Casper, Wyoming believes that all of our people should live free of discrimination.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING, THAT: the City of Casper, in regular session duly assembled, states that it is the policy of the City to reject discrimination of any kind and to respect the inherent worth of every person, without regard of race, color, religion, national origin, sex, gender identity, age, marital status, sexual orientation, family status, veteran status, disability and source of income.

PASSED, APPROVED, AND ADOPTED on this 20th day of February, 2018.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

January 22, 2018

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Andrew Beamer, Public Services Director
Liz Becher, Community Development Director

SUBJECT: Clock Donation Agreement with Five Trails Rotary Club of Casper, Inc.

Meeting Type & Date
Regular Council Meeting
February 20, 2018

Action Type
Resolution

Recommendation
That Council, by resolution, authorize a Clock Donation Agreement and Warranty Bill of Sale with Five Trails Rotary Club of Casper, Inc., for the donation of a clock to the City which is located on West Yellowstone Highway upon the south side of the sidewalk adjacent to David Street Station, 200 South David Street.

Summary
Five Trails Rotary Club of Casper, Inc. owns a clock that it wishes to donate to the City for its maintenance and operation.

A *Clock Donation Agreement* and *Bill of Sale* have been prepared, both of which have been executed by Five Trails Rotary Club of Casper, Inc. This agreement donates the clock to the City for as long as the City would desire and is able to operate the clock.

A resolution has been prepared for Council's consideration in accepting the *Clock Donation Agreement* and *Bill of Sale*.

Financial Considerations
Ongoing nominal maintenance

Oversight/Project Responsibility
Shad Rodgers, Street and Traffic Manager

Attachments
Resolution
Clock Donation Agreement
Bill of Sale

CLOCK DONATION AGREEMENT

This Clock Donation Agreement (the "Agreement") is entered into this _____ day of _____, 201__, by and between Five Trails Rotary Club of Casper, Inc., a Wyoming, nonprofit domestic corporation ("**Donor**") whose mailing address is P.O. Box 703, Casper, Wyoming 82602, in favor of the City of Casper, Wyoming, a Wyoming municipal corporation, whose principal offices are located at 200 North David Street, Casper, Wyoming 82601 ("**Donee**"). The Donor and Donee are collectively referred to herein as the "Parties."

RECITALS

A. The Donor is the sole owner of a certain clock (the "Clock") and associated location improvements including a base structure and surrounding planter (the "Improvements") affixed to City property located on West Yellowstone Highway upon the south side of the sidewalk adjacent to David Street Station, 200 South David Street.

B. The Donor desires to donate the above-described Clock and Improvements to the Donee under the terms and conditions of both this Agreement and a bill of sale, which will accompany and be executed contemporaneously with this Agreement.

C. The Donee will maintain the Clock and pay the utility bills (electric and water) for it, while the Donee maintains possession of, and uses the Clock at its current location.

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

I: INCORPORATION OF RECITALS

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

ARTICLE II: SEVERANCE AND DONATION AGREEMENT

The ownership of the Clock and improvements is currently the sole and separate personal property of the Donor. Donor hereby agrees to donate to the Donee all of Donor's right, title, and interest in and to the Clock and Improvements as the Donee's sole and separate property

to the terms and conditions of this Agreement. The Parties agree and stipulate that the Clock is not, and shall not be considered a fixture on or to the above described real property.

ARTICLE III: OBLIGATION OF MAINTENANCE, REPAIR, AND UTILITIES

A. The Donee shall have the sole responsibility to maintain the Clock in a workmanlike manner while the Donee maintains possession of, and uses the Clock at its location as described above. In the event of the partial destruction of the Clock from any cause, the Donee shall use its best efforts to restore the Clock to its pre-existing condition. If the Clock is totally destroyed, or damaged beyond the reasonable cost of repair or restoration in the sole discretion of the Donee, the Donee shall have no further responsibilities for the care and maintenance thereof, and may remove the Clock. The Donee shall not remove either the Rotary placard or logo.

B. The Donee shall be solely responsible for the cost of all electricity used to operate the Clock while in the possession and use by the Donee. Donee will wire the Clock for electrical service through Donee's existing electrical system.

C. If the Donee ceases to operate and maintain the Clock at its present location, then the Donee shall, at its sole cost and expense, be responsible for having the electrical power to the Clock removed.

ARTICLE IV: MISCELLANEOUS PROVISIONS

A. Each individual executing this Agreement, for and on behalf of the Parties, hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

B. This Agreement shall constitute the entire understanding and agreement of the Parties, and no amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all Parties hereto.

C. The Parties specifically agree that all prior agreements between them, oral or written, regarding the sale and purchase of the real property are hereby contained, set forth and merged in this Agreement.

D. This Agreement shall be binding upon the Parties hereto, and their respective successors, heirs, grantees and assigns.

E. Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address as stated below, or at

at such other address specified in writing by any Party to the other Parties by United States First Class, Certified Mail, Return Receipt Requested:

Donor: Five Trails Rotary Club of Casper, Inc.
Attn: President or Director
P.O. Box 703
Casper, WY 82609

Donee: City of Casper
Attn: City Manager
200 N. David
Casper, WY 82601

F. The Parties agree that this Agreement shall be recorded in the real estate records of Natrona County, Wyoming at the sole cost of the Donee.

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

H. This Clock Donation Agreement is governed by, and construed in accordance with, the laws of the State of Wyoming, without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

I. 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.

[The rest of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Clock Donation Agreement on the date and year first above written:

APPROVED AS TO FORM

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

By: _____

Printed Name: Janette Brown

Title: Admin Tech, City of Casper

DONOR
Five Trails Rotary Club of Casper, Inc.

By: _____

Printed Name: Chad A Cundy

Title: President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 22nd day of January, 2018, by Chad A. Cundy, as the President of Five Trails Rotary Club of Casper, Inc., a Wyoming, domestic, nonprofit corporation.

Notary Public

My Commission Expires: January 26, 2018

STATE OF WYOMING)
) ss.

NOTARY PUBLIC
BRANDY HITSHEW
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires Jan. 26, 2018

COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2018, by Ray Pacheco, as the Mayor of the City of Casper, Wyoming, a Wyoming municipal corporation.

_____
Notary Public

My Commission Expires: _____

Bill of Sale

This Bill of Sale is entered into on _____, ____, 201__, by and between Five Trails Rotary Club of Casper, Inc., a Wyoming, domestic, nonprofit corporation ("Donor") whose mailing address is P.O. Box 703, Casper, Wyoming 82602, in favor of the City of Casper, Wyoming, a Wyoming municipal corporation, whose principal offices are located at 200 North David Street, Casper, Wyoming 82601 ("Donee"). This Bill of Sale is made pursuant to the Clock Donation Agreement (the "Agreement") dated _____, ____, 201__by and between Donor and Donee, to transfer the Goods, as fully defined herein.

1. Conveyance. For good and valuable consideration, the receipt and adequacy of which the Donor and Donee hereby acknowledge, Donor hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to Donee, all of its right, title, and interest in and to the goods listed in Article II of the Agreement (and shown on Exhibit A of this Bill of Sale), which is attached hereto and made a part of this Bill of Sale ("**Goods**").

2. Representations and Warranties. Donor represents and warrants that (1) Donor is conveying good and valid title to all Goods, free and clear of all encumbrances, debts, mortgages, attachments, pledges, charges, claims, and liens of any kind; and (2) Donor has the right to sell the Goods to Donee and shall warrant and defend the right against the lawful claims and demands of all persons.

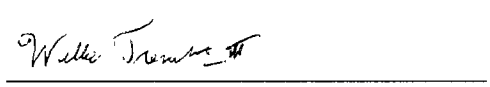
3. Further Assurances. Donor, for itself and its successors and assigns, hereby covenants and agrees that, at any time and from time to time on Donee 's written request, Donor will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Donee in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Donee and its successors and assigns title to the assets sold, conveyed, and transferred by this Bill of Sale.

4. Governing Law. This Bill of Sale is governed by, and construed in accordance with, the laws of the State of Wyoming, without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

5. Incorporation of Agreement. This Bill of Sale incorporates by reference all of the terms of the Agreement, including, but not limited to, Donor's representations, warranties, covenants, and agreements relating to the Goods, as if each term was fully set forth herein.

IN WITNESS WHEREOF, Donor and Donee have each duly executed and delivered this Bill of Sale as of the date first written above.

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

By: _____

Printed Name: Janette K. Brown

Title: Admin Tech. City of Casper

DONOR
Five Trails Rotary Club of Casper, Inc.

By: _____

Printed Name: Chad A Cundy

Title: President

[GOODS]

[EXHIBIT A]

The Clock & Improvements

RESOLUTION NO. 18-26

RESOLUTION APPROVING CLOCK DONATION AGREEMENT

WHEREAS, Five Trails Rotary Club of Casper, Inc., a Wyoming, domestic, non-profit corporation, desires to donate a clock to the City of Casper, Wyoming; and,

WHEREAS, a *Clock Donation Agreement* and *Bill of Sale* have been prepared for the donation of this clock from Five Trails Rotary Club of Casper, Inc., to the City for its ownership for as long as the City desires and is able to operate and maintain the clock at its current location; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest, a *Clock Donation Agreement* and *Bill of Sale* with the Five Trails Rotary Club of Casper, Inc., a Wyoming, domestic, non-profit corporation.

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

APPROVED AS TO FORM:

Walter Trenkle

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

January 23, 2018

MEMO TO: J. Carter Napier, City Manager JCN

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

SUBJECT: Approving a WYDOT M-54 Utility License for a new 12" Water Transmission Main for the West Casper Zone II Water System Improvements, Project No. 15-59.

Meeting Type & Date
Regular Council Meeting
February 20, 2018

Action Type
Resolution

Recommendation
That Council, by resolution, approve a WYDOT M-54 Utility License for a new 12" Water Transmission Main for the West Casper Zone II Water System Improvements, Project No. 15-59.

Summary
The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the West Casper Zone II Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. These improvements have been designed, and land acquisition negotiations for obtaining easements and right-of-ways from landowners are nearing completion.

A portion of the new 12" water main will be installed within WYDOT right-of-way along Highway 220. The WYDOT M-54 license documents the conditions under which utilities may be installed. The resolution, and M-54 License have been prepared for Council's consideration.

Financial Considerations
None

Oversight/Project Responsibility
Scott R. Baxter, P.E., Associate Engineer, Public Services Department

Attachments
Resolution
WYDOT M-54 License

TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION

LICENSE

1. **Parties.** The parties to this License are City of Casper, hereinafter referred to as Licensee, whose physical address is 200 N. David Street, Casper, WY 82601 and the **TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION**, whose address is 5300 Bishop Blvd, Cheyenne, WY 82009-3340, hereinafter referred to as Agency.

2. **Purpose of License.** The Licensee is planning the construction of a 12" PVC waterline approximately 4,350 LF in length This waterline will run along the southern ROW of WY 220 extending from Coates Road to Tavares Road providing the west side of Casper with a much needed redundant water source. hereinafter referred to as Facility, located in:

Section(s) 23 & 24 Township 33N Range 80W County (ies) Natrona

Route WY 220 Milepost (RM) 112 Company Tracking Number: _____

GPS Coordinates:
GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321).
For encroachments, attach Form M-54G – *Additional GPS Coordinates* - included in the license packet.

Entering R/W: Latitude 42.80926 Longitude 106.40643

Exiting R/W: Latitude 42.81296 Longitude 106.39131

FOR DISTRICT USE ONLY					
ML:		Maint. Section:		Dist. Ref. Number:	

FOR UTILITY SECTION USE ONLY					
Company Code.		Folder #:		Direction:	
Offset:		Encroach Type:		Facility Type:	

3. **Term of License and Required Approvals**. This License is effective when all parties have executed it and authority to proceed has been granted by the Agency.

4. **Responsibilities of Licensee.**

a. **Condition of Approval.** As a condition of approval for this license, the Licensee agrees to locate the Facility identified by this license at the Licensee's expense, in accordance with Wyoming Statute § 37-12-301 *et. seq.* Wyoming Underground Facilities Notification Act, to include the nature, location and depth of the Facility. The location and depth will be described on an engineering drawing, using three dimensional planes and a datum reference determined by the Agency. If unanticipated or unusual circumstances are encountered during Facility construction which forces a deviation in excess of two feet from the approved horizontal alignment, the respective district maintenance engineer will be contacted prior to making the deviation, for approval of the deviation and an amended exhibit will be filed by the Licensee. See Plan/Staking Sheet.

b. **Plan/Staking Sheet.** The Licensee shall attach hereto a plan sheet and/or staking sheet showing the proposed facilities to be placed within the Agency's right-of-way. This plan sheet, shall be designated Exhibit "A" and made a part of this License. Upon completion of the proposed work, the Licensee shall submit to the Agency "As-Constructed" plans showing the actual location of the facilities within the Agency's right-of-way. Exhibit "A" and the "As-Constructed" plans shall comply with the Wyoming Department of Transportation Utility Accommodation Regulation and the following requirements:

PLAN VIEW REQUIREMENTS

- Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed
- Existing major utility facilities.
- Proposed Facility alignment with offset distances from either the roadway centerline or right-of-way line.
- Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- Size and/or capacity of the proposed Facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new Facility so that it is easily recognizable for someone reading the drawing(s).
- Legal description: Section, Township, and Range with North Arrow.
- Reference new Facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
- All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the Facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.

AERIAL HIGHWAY CROSS SECTION

- Low sag design clearance above the high point of the roadway.
- Existing or proposed under-built facilities, including those by others.
- Cross section view of the highway right-of-way indicating the location of poles or support structures relative to the roadway centerline or right-of-way lines.

BURIED HIGHWAY CROSS SECTION

- Cross section view of the highway right-of-way at the crossing, showing the depth of the Facility relative to natural ground, roadway drainage ditch, and the roadway template.
- If casing pipe or conduit is used, indicate by dimension where the casing will end.
- If heavy wall thickness pipe is used instead of casing pipe, show where the heavy wall thickness pipe transitions back to normal thickness pipe.

The maximum sheet size shall be 11" x 17". Use of Agency supplied project plans and cross sections is recommended as most of the above requirements are met, saving time and expense to both parties. Contact the Agency for availability of paper plans and/or electronic design files.

c. **Facility Placement.** The Facility will be placed in a manner conforming to recognized standards, applicable federal, state, or local laws, codes, ordinances, and regulations; in the exact location shown on the attached "Exhibit A"; and as directed by the Agency. Placing the Facility in a location other than originally approved without obtaining prior Agency approval by submitting a revised "Exhibit A", will void the license.

d. **Changes.** Any future alterations, modifications, or removals of the Facility within the highway right-of-way, required and requested by the Agency, shall be completed without delay. Adjustments will be accomplished *at no expense to the Agency*, unless otherwise provided for by law. Any costs due to delays or lack of response to the Agency or an Agency contractor resulting from the failure of the Licensee to perform the required adjustments necessitated by a highway construction project or maintenance activities, will be borne by the Licensee.

e. **Limitations.** This license will not be modified, transferred, or assigned without the written consent of the Agency. This license does not allow for installation of additional facilities, nor does this license set aside a strip of land of specific width for the exclusive use by the Licensee.

f. **Cancellation/Nullification.** The Licensee is required to notify the Agency in writing to cancel and/or nullify any issued license if the described Facility is not constructed within the prescribed time limits, scheduled to be removed, or taken out of service. No Facility will be allowed to be abandoned in place. The Facility must be removed at the time of abandonment.

g. **Facility Access.** The maintenance, use, inspection, and access to the Facility shall be accomplished from locations outside of the lines of no access or access control. Ingress or egress to and from the Facility from the traveled ways of an access controlled road is hereby expressly forbidden.

h. **Traffic Control.** The Licensee agrees to the standards for traffic control as outlined in the Agency's *Traffic Control for Roadway Work Operations* manual. Standards developed by the Licensee may be substituted for the cited manual provided they have been approved by the district traffic engineer. The Licensee must cease all operations if they do not comply with traffic control standards. Traffic control plans and road closure plans will be submitted to the Agency's engineer for approval prior to starting any work on highway right-of-way.

i. **Contaminated Soil.** Any Licensee installing a new Facility or replacing/upgrading an existing Facility that encounters any type of contaminated soil, will at the Licensee's expense manage the contaminated soil in accordance with current DEQ regulations.

5. **Responsibilities of Agency.** This license is issued pursuant to Wyoming Statute § 1-26-813, Right-of-Way Along Public Ways . . . , and grants permission for the Licensee to occupy a portion of the right-of-way controlled by the Agency. This permission is limited by the type of controlling interest held by the Agency. Responsibility to satisfy any other fee (deeded) interest rests with the Licensee.

6. **General Provisions.**

a. **Additional Stipulations.** Additional specific district stipulations may be attached to this form by the Agency as specified by the *Wyoming Department of Transportation Utility Accommodation Regulation.* The Licensee agrees to incorporate the applicable requirements into the design of the Facility and assures compliance with these requirements during the construction of the Facility. Non-compliance will void this permit.

b. **Ambiguities.** The parties agree that any ambiguity in this License shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

c. **Amendments.** Any changes, modifications, revisions or amendments to this License which are mutually agreed upon by the parties to this License shall be incorporated by written instrument, executed and signed by all parties to this License.

d. **Applicable Law/Venue.** The construction, interpretation and enforcement of this License shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this License and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and the Agency do not waive sovereign immunity by entering into this License, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), Granting Immunity From Tort Liability, and all other state law.

e. **Award of Related Licenses.** The Agency may undertake or award supplemental or successor Licenses for work related to this License. The Licensee shall cooperate fully with other contractors and the Agency in all such cases.

f. **Construction Methods.** The license is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter, and other non-conventional methods will require specific prior approval by the Agency's engineer.

g. **Entirety of License.** This License, consisting of five (5) pages, and the attached Exhibits and Additional Stipulations consisting of the pages stamped thereon, represents the entire and integrated License between the parties and supersedes all prior negotiations, representations, and Licenses, whether written or oral.

h. **Indemnification.** The Licensee agrees to forever indemnify the Agency and save it harmless from all liability for damages to property, or injury to or death of persons, including all costs and expenses related thereto, arising wholly or in part, or in connection with the existence, construction, alteration, maintenance, surveillance, repair, renewal, use, or removal of the facility by the Licensee or his agents, for those facilities located within the State or Federal highway system described or noted herein.

If the Licensee is a political subdivision of the State, the following provision applies in lieu of the above cited paragraph:

The Licensee hereby agrees to indemnify and hold harmless the Agency against all loss, liability, and damage that arises out of any activities of the Licensee, its agents, employees, and contractors in the performance of any construction, maintenance, repair, or other work on the Agency's property.

Allegations or proof of negligence or other legal fault on the part of the Agency will not defeat the Agency's rights under this provision or relieve the Licensee, it's contractors, and agents of their duty to indemnify and hold harmless the Agency, but the Agency will be responsible for any percentage of fault that may be attributable to it pursuant to law, and the obligation of the Licensee, it's contractors and agents to indemnify and hold harmless the Agency will be reduced by the percentage of fault attributable to the Agency.

i. **Inspectors.** Based upon the complexity, construction methods or other concerns, the Agency may assign part-time or full-time inspector(s) to the Licensee's project. The cost of such inspection will be at the sole expense of the Licensee, and the Agency's District Offices will initiate an *Authority for Rendering Special Services (ARS),* as provided in *Operating Policy 24-3*, to cover such costs.

j. **Notices.** All notices arising out of, or from, the provisions of this License shall be in writing and given to the parties at the address provided under this License, either by regular mail, facsimile, or delivery in person.

k. **Proof of Insurance.** The Licensee shall not commence work on this License until the Licensee has obtained all insurance required, provided a copy of all policies to the Agency, and such insurance has been approved by the Agency. Approval of the insurance shall not relieve or decrease the liability of the Licensee. The Licensee's insurance certificates shall be furnished or countersigned by a resident agent authorized to do business in the State of Wyoming.

l. **Sovereign Immunity.**

For private (non governmental) entities (which include utility companies, railroads):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the Agency specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statue § 1-39-104(a), and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

For other governmental entities (municipality, county, board, commission, another state, water districts, sewer districts and other "instrumentalities" of local governments):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement and the Licensee does not waive governmental immunity, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the Agency specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statue § 1-39-104(a), and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

m. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this License shall not be construed so as to create such status. The rights, duties and obligations contained in this License shall operate only between the parties to this License, and shall inure solely to the benefit of the parties to this License. The provisions of this License are intended only to assist the parties in determining and performing their obligations under this License.

n. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this License.

o. **Waiver**. The waiver of any breach of any term or condition in this License shall not be deemed a waiver of any prior or subsequent breach.

p. **Work in Vicinity of Other Utilities.** The Licensee is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with Wyoming Statute § 37-3-301 *et seq.*, *Wyoming High Voltage Power Lines and Safety Restrictions Act*, and the Licensee is further advised to comply with the provisions of Wyoming Statute § 37-12-301 *et.seq.*, *Damage to Underground Public Utilities Facilities.*

7. **Signatures.** In witness thereof, the parties to this License, either personally or through their duly authorized representatives, have executed this License on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this License.

The effective date of this License is the date of the signature last affixed to this page.

LICENSEE

Ray Pacheco Mayor, City of Casper
Printed Name and Title

_____ _____
Signature Date

(_____) _____ - _____ (_____) _____ - _____ _____
Phone Number Fax Number E-mail

AGENCY

_____
District Representative Printed Name and Title

_____ _____
Signature Date

The following stipulations which have been checked are applicable to the attached license:

_____ The maintenance foreman at _____ shall be notified before any work is begun and after work is completed.

_____ Utility Company or their contractor personnel working within WYDOT rights-of-way must have a signed copy (paper or electronic) of the M-54 license permit, for the facility being installed, in their possession. This information must be furnished to any WYDOT personnel when requested. Failure to meet this requirement will result in work being stopped and personnel and equipment being removed from the right-of-way.

_____ GPS decimal/degree coordinates using the GPS Datum NAD/83 are required for all Form M-54 License applications. Handheld GPS accuracy will be accepted.

_____ All personnel working within state highway right-of-ways will wear high-visibility safety apparel meeting Performance Class 2 specifications of the current ANSI/ISEA 107 standard.

_____ All disturbed areas are to be returned to their original condition. All surface debris, boulders, etc., as a result of construction activity are to be removed from the right-of-way.

_____ Settlement of trenches, leakage of ditches, erosion of slopes or other problems which occur within the highway right-of-way, that are attributed to this utility installation, will be repaired by the licensee at no cost to the Wyoming Department of Transportation for a period to two years after the completion of the work. Added November 2013

_____ The minimum clearance for any conductor or cable within state and federal highway rights-of-way shall be 25'-6" computed at maximum conductor or cable sag.

_____ The minimum depth of placement is to be _____ inches below the bottom of ditch.

_____ All pedestals, vents, etc., are to be installed at the right-of-way line, or as agreed and/or approved.

_____ Subsequent leakage of any ditches breached by this installation which results in damage to the roadway and/or appurtenances or results in drainage problems on the right-of-way, are the responsibility of the licensee, and will be promptly repaired upon notification by WYDOT.

_____ Crossing of the roadway will be made by horizontal boring preferably from right-of-way to right-of-way but no less than _____ feet from the toe of slope to the fence side. Use of Bentonite as a lubricant and backfill material is acceptable.

_____ All jogs in the alignment, manholes, hand holes, pull boxes or any other access to the underground utility must be delineated with an appropriate marker in the proper color. The installation route must also be marked at each entry/exit point of WYDOT's right-of-way, at changes of direction within the right-of-way, at 1000' intervals, at points of curvature and points of tangent.

_____ All gas pipeline facilities within the highway right-of-way shall be designed for Class 3 locations per 49 CFR: TRANSPORTATION, Section 1.48 (b) Delegation to Federal Highway Administrator, Part 192, HAZARDOUS MATERIAL REGULATION BOARD, "Transportation of Natural and Other Gas by Pipeline; Minimum Safety Standards."

_____ Casing type and method of installation shall be reviewed by the D.M.E. in_____ prior to installation and shall be capable of withstanding the traffic and roadbed loads. The casing or conduit shall be installed in a manner to prevent the formation of a waterway under the highway, and if used, shall run right-of-way to right-of-way, or as determined by the WYDOT district office based on field conditions.

_____ Where casing ends are below ground they should be suitably installed to protect the entrance of foreign matter which would prevent removal of the carrier.

_____ An open trench method of installation is approved.

_____ The trench is to be backfilled and compacted daily, no open trenching is to be left overnight.

SAMPLE ONLY - Contact nearest District office whom on AR _ State _ Map.pdf file

_____ The backfill is to be compacted to 95 percent density as shown on the enclosed diagram and resurfaced as indicated. Temporary surfacing may be installed as needed but must be brought up to standard upon completion of the work.

_____ For 10" or less diameter pipe, the diameter of the bore shall not exceed 1.5 times the size of the finished pipe. For pipes larger than 10", the diameter of the bore shall not exceed the casing diameter by more than 5% unless required by equipment or product manufacturer specifications.

_____ Gravel surfaces in paved travel lanes must be surfaced within three days.

_____ All anchors and pole locations must be installed outside the highway right-of-way.

_____ A letter specifying the name and location of an individual who will be representing the licensee on the job and is capable of instituting immediate changes in traffic control or work operation to bring them into compliance with the terms of the license.

_____ No materials or equipment will be stockpiled or parked (within the R/W) (within 30' of the traveled way).

_____ No work will be conducted from the roadway surface.

_____ A preconstruction conference will be scheduled with _____ prior to commencing work.

_____ The electrical lines must be marked as indicated on the attached sheet.

_____ The company will enter into agreement with WYDOT and pay for inspection by WYDOT during construction.

_____ The company will bore under all paved side roads and approaches affected by the work on WYDOT property.

_____ All Contractors will have insurance in place as noted in attachment M-54C.

_____ All cable installed on Interstate right-of-way will be installed within 5'-0" of the right-of-way fence. Any deviation from this requirement will be approved by WYDOT's inspector.

_____ Installation will be limited to the cable and related facilities noted in the application. Installation of additional cable in the empty ducts being installed at this time will require notification to WYDOT and a separate permit describing the additional cable.

_____ The Agency may request the Licensee to locate this facility for any reason. The details provided by the Licensee shall include the nature, location, and depth of the Facility. The Licensee agrees to locate the Facility at the Licensee's expense within five (5) business days unless required sooner by State or Federal law.

SAMPLE ONLY - Contact nearest District office whom on UAR _ State Map.pdf file

ATTACHMENT TO LICENSE
FOR
FIBER OPTICS COMMUNICATIONS FACILITIES

I. REQUIREMENTS FOR HIGHWAY CROSSINGS AND ENCROACHMENTS

A. Boring of Crossing

1. All crossings of highways, roads and paved approaches shall be bored or have a casing pushed under the roadway embankment (template).

2. The diameter of the bore shall not exceed the casing diameter by more than five percent (5%).

3. The face of the boring and/or receiving pit shall be located no closer than 15 feet to the constructed roadway embankment (template), and/or no closer than 30 feet to the edge of the traveled way. (See Detail Sheets)

4. Casing material shall be of a yield strength and wall thickness to withstand a combination of highway dead and live loading.

5. Abandoned or unusable bores shall be filled with a sand slurry or grout.

6. On divided highways no boring and/or receiving pit will be allowed in the median if the median strip is less than 120 feet wide, measured between the edge of the traveled ways of the inside lanes. (See Detail Sheets)

B. Depth of Facility, Trenching Details, Ducts

1. The facility shall be placed at a depth of not less than thirty-six inches (36") below existing ground or pavements, except for solid rock. (See Detail Sheet)

2. At crossings of drainage pipes, culverts, boxes, stock passes, irrigation pipes or siphons and related ditches, the facility shall be a minimum of forty-eight inches (48") below the pipe and/or ditch flow line.

3. The typical construction detailed drawings shall apply as follows:

a. Rural Areas (Detail A)

(1) For crossing of the right-of-way
The facility may be plowed to the location of the Bore/Receiving Pit

(2) Under the Roadway Embankment
A casing pipe, of a size to allow for future cables, shall be bored under the full width of the embankment.

(3) At Grade Separations
When crossing under a structure, the cross-road may be followed to the embankment. Then a casing pipe must be bored in a location outside of the area between rear faces of abutments to allow for future bridge and cross-road widening. (See Detail "C")

(4) Parallel encroachments within the right-of-way shall be confined to within 15 feet of the right-of-way line, unless otherwise approved. The facility may be plowed in at the specified depth. (See Detail Sheet)

(5) Parallel encroachments will not be allowed in slopes of 2:1 or steeper, areas of frequent slope maintenance activity or erosive soil.

(6) Parallel encroachments are not allowed within 40 feet of the edge of the traveled way to allow for a 30 foot safety zone, for ongoing maintenance and minor widening; and an additional 10 feet for placement of highway signs and guardrail.

(7) Buried facility construction in non-rippable rock shall be as per the detail sheet.

b. Urban Areas (Detail B)

(1) Parallel installations shall be as close to the right-of-way line as possible.

(2) Installations under the existing pavement or sidewalk shall be in existing ducts or newly installed ducts of sufficient size to accommodate future cable placement. Parallel installations will be in a duct of sufficient size to allow for future addition of cables and roadway widening.

(3) Parallel encroachments will not be allowed in slopes of 2:1 or steeper, areas of frequent slope maintenance or erosive soils.

(4) Parallel encroachments are not allowed within 10 feet from the back of sidewalk to allow for highway sign and guardrail placement.

4. The Licensee shall bury a marker tape and/or locate circuit between 18" and 24" below the top of ground or pavement (except for bored crossings) in order to assist in accurate locating and to provide warning to anyone digging. (See Detail Sheets)

5. Backfill of all trenches and/or boring pits within the highway right-of-way shall be placed in lifts and compacted to obtain a density no less than that of the adjacent undisturbed ground.

6. Pavement cuts, when approved by the District Engineer, shall be repaired to the Department's current standard.

C. Location of Facility within Highway Right-of-Way (Details "A" and "B")

1. Should any change in cable location occur during construction, in excess of two feet (2') from what is shown on the location plans submitted as Exhibit "A" with this license and/or agreement, prior written approval shall be obtained from the Department's Engineers, and the corrected location shall be noted on the "As Constructed Plans."

2. Manhole locations shall be shown on the Exhibit or as a detail sheet addendum to the Exhibit. Manhole tops shall be flush with the surrounding terrain. Casing vents, if used, shall be located at the right-of-way fence.

3. Amplifier sites and/or any facility requiring frequent or periodic access shall be located off the highway right-of-way. If a new approach is needed for access to such a site, application must be made to the Department's District Office by separate procedure.

4. The Licensee shall place cable marker posts at both sides of the highway right-of-way at crossings, as well as at 1,000 foot intervals or line of sight, whichever is shorter, for parallel encroachments.

D. Restoration of Highway Right-of-Way

1. The Licensee shall restore the highway right-of-way to its original condition upon completion of the initial construction, as well as any time thereafter when facility maintenance and/or repair has taken place and the ground has been disturbed, as directed by the Department's Engineer.

2. Drainage ditches disturbed by the cable placement shall be restored and the soil compacted to assure proper flow to prevent future erosion.

3. Should the Department's normal maintenance discover that erosion has taken place in the Licensee's previous work area or due to the Licensee's maintenance activities, the Department shall notify the Licensee of the problem and the Licensee shall take corrective action within thirty (30) days from the date of notification.

4. Fence cuts shall be repaired to Department Standards. Temporary fence may be required during construction, as directed by the District Maintenance Engineer.

5. Reseeding of disturbed ground shall be in accordance with the Department's specifications and as directed by the Department's Engineer.

E. As Constructed Plans

Upon completion of construction, the Licensee shall provide two (2) copies of "As Constructed Plans" to the District Maintenance Engineer. These plans shall reflect the actual location of the facilities installed relative to the roadway centerline, as well as updated details of any road crossings. (Also see Exhibit____)

F. Exhibits

Exhibits showing the proposed alignment of the facility shall accompany all applications, whether for a crossing or for a parallel encroachment. The Exhibit shall consist of the following:

1. Plan view sheets showing the existing road and highway right-of-way line, with the location of the proposed facility plotted relative to and with dimensions to either the roadway centerline or right-of-way line.

2. Land Description (¼ Section, Section, Township, and Range) and an accurate distance tie to a highway station or a highway milepost.

3. Location of all appurtenances like manholes, pedestals, junction boxes, line markers, etc.

4. Depth of bury, location and length of casing on road bores, type and size of casing pipe, location of casing vents (if applicable).

5. Cross sectional view of roadway template at crossings, and the relative location of the proposed facility to the roadway template, ditch and right-of-way line.

II. EXCEPTIONS TO THIS POLICY

A. The provisions of construction Detail Sheets shall not be deviated from without specific written approval of the Department's Staff.

B. When extenuating circumstances exist (whether environmental, economical, engineering/design related, difficult terrain, or other situations) the Department's Engineer may vary from the requirements of construction Details "A","B" and "C", on a case by case basis, and upon making a thorough review of the specific situation.

C. The intent of this policy is to safeguard the facility, as well as not to unreasonably encumber the public right-of-way involved nor to unreasonably restrict the further use of the public right-of-way by the Department or other existing or future tenants.

III. URBAN AND RURAL AREAS DEFINED

A. Urban Area

As related to utility accommodation, the term Urban Area is any area where residences and/or businesses are clustered (not necessarily within the city limits), where frequent approaches, utility lines and drainage facilities are likely to be encountered, and where the potential exists for future widening of the road to a multi-lane facility.

B. Rural Area

Any other segment of the State highway system not falling within the 'Urban Area' description.

ATTACHMENT TO LICENSE
FOR
FIBER OPTICS COMMUNICATIONS FACILITIES
LOCATED IN INTERSTATE RIGHT-OF-WAY

I. REQUIREMENTS FOR INTERSTATE CROSSINGS AND ENCROACHMENTS

A. Boring

1. All crossings of highways, roads and paved approaches shall be bored or have a casing pushed under the roadway embankment (template).

2. The diameter of the bore shall be kept as close to the pipe diameter as possible.

3. Boring and/or receiving pits may be located inside the Interstate right-of-way for parallel boring locations on steep slopes as needed and if approved by the Department's Engineer. Bores shall follow the road grade to allow Maintenance crews to work on the slopes. (See Detail Sheets)

4. Casing material shall be of a yield strength and wall thickness to withstand a combination of highway dead and live loading.

5. Abandoned or unusable bores shall be filled with a sand slurry or grout as directed by the Department's Engineer.

B. Depth of Facility, Trenching Details, Ducts

1. The facility shall be placed at a depth of not less than thirty six inches (36") below existing ground or pavements. (See Detail Sheet)

2. At crossings of drainage pipes, culverts, boxes, stock passes, irrigation pipes or siphons and related ditches, the facility shall be a minimum of forty-eight inches (48") below the pipe and/or ditch flow line.

3. The typical construction detailed drawings shall apply as follows:

   a. Rural Areas (Detail A)

      (1) For crossing of the right-of-way

      The Bore/Receiving Pit must be located outside of the Interstate right-of-way.

      (2) Under the Roadway Embankment

      A casing pipe, of a size to allow for future cables, shall be bored under the full width of the right-of-way.

(3) At Grade Separations

When crossing under a structure, the cross-road may be followed to the embankment. Then a casing pipe must be bored in a location outside of the area between rear faces of abutments to allow for future bridge and cross-road widening. (See Detail "C")

(4) Parallel encroachments within the right-of-way shall be confined to within 20 feet of the right-of-way line, unless otherwise approved. The facility may be plowed in at the specified depth. (See Detail Sheet)

(5) Parallel encroachments will not be allowed in slopes of 2:1 or steeper, areas of frequent slope maintenance activity or erosive soil.

(6) Parallel encroachments are not allowed within 50 feet of the edge of the traveled way to allow for a 35 foot safety zone, for ongoing maintenance and minor widening; and an additional 15 feet for placement of highway signs and guardrail.

(7) Buried facility construction in non-rippable rock shall be as per the detail sheet.

b. Urban Areas (Detail B)

(1) Parallel installations shall be as close to the right-of-way line as possible.

(2) Installations under the existing pavement or sidewalk shall be in existing ducts or newly installed ducts of sufficient size to accommodate future cable placement. Parallel installations will be in a duct of sufficient size to allow for future addition of cables and roadway widening.

(3) Parallel encroachments will not be allowed in slopes of 2:1 or steeper, areas of frequent slope maintenance or erosive soils.

(4) Parallel encroachments are not allowed within 10 feet from the back of sidewalk to allow for highway sign and guardrail placement.

4. The Licensee shall bury a marker tape and/or locate circuit between 18" and 24" below the top of ground or pavement (except for bored crossings) in order to assist in accurate locating and to provide a warning to anyone digging. (See Detail Sheets)

5. Backfill of all trenches within the Interstate right-of-way shall be placed in lifts and compacted to obtain a density no less than that of the adjacent undisturbed ground.

6. Pavement cuts, when approved by the District Engineer, shall be repaired to the Department's current standard.

C. Location of Facility within Interstate Right-of-Way (Details "A" and "B")

1. Facilities will be placed as close to the right-of-way as possible. No facility will be located more than 20 feet from the right-of-way. The company is responsible for determining the exact location of the right-of-way line.

2. Should any change in cable location occur during construction, in excess of two feet (2') from what is shown on the location plans submitted as Exhibit "A" with this license and/or agreement, prior written approval shall be obtained from the Department's Engineers, and the corrected location shall be noted on the "As Constructed Plans."

3. Manhole locations shall be shown on the Exhibit or as a detail sheet addendum to the Exhibit. Manhole tops shall be flush with the surrounding terrain. Casing vents, if used, shall be located at the right-of-way fence.

4. Amplifier sites and/or any facility requiring frequent or periodic access shall be located off the Interstate right-of-way. No access will be allowed to these sites from the Interstate right-of-way.

5. The Licensee shall place cable marker posts at both sides of the Interstate right-of-way at crossings, as well as at 1,000 foot intervals or line of sight, whichever is shorter, for parallel encroachments.

D. Restoration of Interstate Right-of-Way

1. The Licensee shall restore the interstate right-of-way to its original condition upon completion of the initial construction, as well as any time thereafter when facility maintenance and/or repair has taken place and the ground has been disturbed, as directed by the Department's Engineer.

2. Drainage ditches disturbed by the cable placement shall be restored and the soil compacted to assure proper flow to prevent future erosion.

3. Should the Department's normal maintenance discover that erosion has taken place in the Licensee's previous work area or due to the Licensee's maintenance activities, the Department shall notify the Licensee of the problem and the Licensee shall take corrective action within thirty (30) days from the date of notification.

4. Fence cuts shall be repaired to Department Standards. Temporary fence may be required during construction, as directed by the District Maintenance Engineer.

5. Reseeding of disturbed ground shall be in accordance with the Department's specifications and as directed by the Department's Engineer.

E. As Constructed Plans

Upon completion of construction, the Licensee shall provide two (2) copies of "As Constructed Plans" to the District Maintenance Engineer. These plans shall reflect the actual location of the facilities installed relative to the roadway centerline, as well as updated details of any road crossings. (Also see Exhibit____)

F. Exhibits

Exhibits showing the proposed alignment of the facility shall accompany all applications, whether for a crossing or for a parallel encroachment. The Exhibit shall consist of the following:

1. Plan view sheets showing the existing road and interstate right-of-way line, with the location of the proposed facility plotted relative to and with dimensions to both the roadway centerline and Interstate right-of-way line.

2. Land Description (¼ ¼ Section, Section, Township, and Range) and an accurate distance tie to an Interstate station or an Interstate milepost.

3. Location of all appurtenances like manholes, pedestals, junction boxes, line markers, etc.

4. Depth of bury, location and length of casing on road bores, type and size of casing pipe, location of casing vents (if applicable).

5. Cross sectional view of roadway template at crossings, and the relative location of the proposed facility to the roadway template, ditch and right-of-way line.

6. Specific construction details showing how the company plans to avoid damaging all existing utilities.

7. GPS coordinates whenever your utility enters/exits the right-of-way, changes direction, or crosses a structure or road. GPS coordinates should not be more than ½ mile apart.

G. Expenses

1. A full time Department inspector will be assigned to watch over this project at the company's expense. The inspector will be paid through an Authority to Render Service (ARS). No work will be allowed without the Department inspector being on site.

2. Any relocation required by the Department will be done by the company at their expense. Chapter XXVIII of WYDOT's Rules and Regulations, Utility Relocation Assistance, will not apply to this utility.

3. The company will construct temporary exit and entrance ramps from the interstate if interchanges are not close enough to utilize during construction.

4. The company will designate a representative as a point of contact during construction. This representative must work for the company, be on site during all construction and maintenance of this utility, and have the authority to stop work upon the order of Department personnel.

II. EXCEPTIONS TO THIS POLICY

A. The provisions of construction Detail Sheets shall not be deviated from without specific written approval of the Department's Utility Section.

B. When extenuating circumstances exist (whether environmental, economical, engineering/design related, difficult terrain, or other situations) the Department's Engineer may vary from the requirements of construction Details "A","B" and "C", on a case by case basis, and upon making a thorough review of the specific situation. Under no circumstances shall the utility be located more than 20 feet from the Interstate right-of-way line.

C. The intent of this policy is to safeguard the facility, as well as not to unreasonably encumber the public right-of-way involved nor to unreasonably restrict the further use of the public right-of-way by the Department or other existing or future tenants.

III. URBAN AND RURAL AREAS DEFINED

A. Urban Area

As related to utility accommodation, the term Urban Area is any area where residences and/or businesses are clustered (not necessarily within the city limits), where frequent approaches, utility lines and drainage facilities are likely to be encountered, and where the potential exists for future widening of the road to a multi-lane facility.

B. Rural Area

Any other segment of the State highway system not falling within the 'Urban Area' description.

TO BE SUBMITTED BY LICENSEE OR IF WORK IS TO BE DONE BY CONTRACT

ATTACHMENT TO LICENSE FOR CONTRACTOR INSURANCE

The Licensee agrees that the contract it awards for the construction of said Facility shall provide that:

A. The contractor or Licensee shall indemnify and save harmless the Agency and the Licensee from all claims, suits, losses, damages or expenses, whatsoever, on account of injuries to or death of any and all persons whomsoever, including the Contractor, Subcontractors, employees of the Contractor, Subcontractor, Agency, and Licensee, and any and all damage to, loss, or destruction of property to whomsoever it belongs, including property owned by, rented to, or in the care, custody or control of the parties hereto, the Contractor, Subcontractors and their employees, arising or growing out of, or in any manner connected with work performed during construction of the Facility, or caused or occasioned in whole or in part by reason of, or arising during the presence of the person or of the property of the Contractor, Subcontractors, their employees or agents, upon or in the proximity of the property of the Agency or the Licensee. And the Contractor shall defend at its own expense, in the name and on behalf of the Agency and the Licensee, all claims or suits for injuries to or death of persons or damage to property arising or growing out of the work performed during construction of the Facility.

B. The Licensee agrees to furnish to the Agency a certified copy of the Licensee's Contractors public liability and property damage liability insurance policy providing for a limit of not less than Five Hundred Thousand Dollars **($500,000)** for all damages arising out of the bodily injuries to or death of one person, and, subject to that limit for each person, a total of not less than One Million Dollars **($1,000,000)** for all damages to or destruction of property during the contract period.

Said certified copy of the policy shall be executed by a corporation qualified to write the same in the Agency of Wyoming, and said certificate of insurance shall be delivered to and approved by the Agency prior to entry upon and use of the Agency's highway right-of-way by the Licensee or the Licensee's contractor.

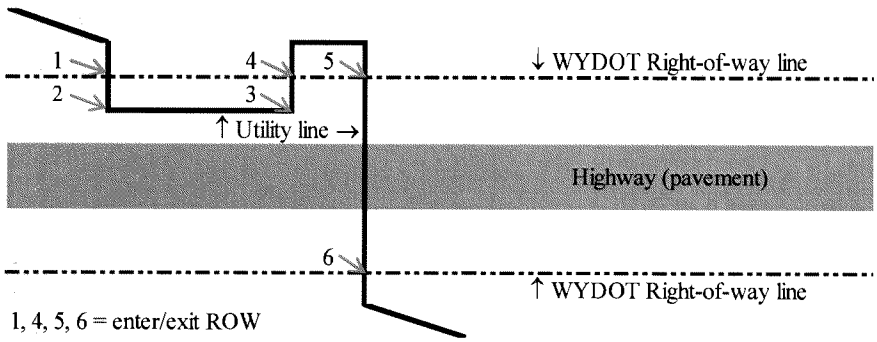
The insurance herein specified shall be carried until all work to be performed under the terms of the contract has been satisfactorily completed and accepted by the Licensee and the Agency.

If unusual circumstances or hazards are caused by the Licensee's work on the highway right-of-way, the Agency reserves the right to require insurance coverage in higher amounts, and/or write a special agreement for the conditions.

TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION

Additional GPS Coordinates

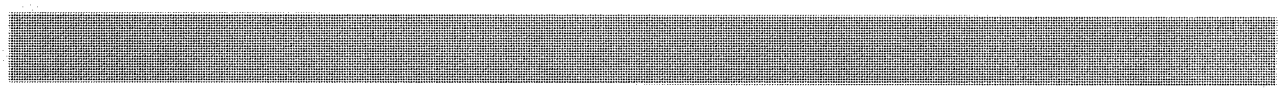
GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (*e.g. Latitude 44.12345, Longitude -106.54321*). Supply GPS coordinates for each encroachment into/out of WYDOT's right-of-way or for each change in direction within the right-of-way. **You may disregard this form if your license exhibit contains this information.**



1, 4, 5, 6 = enter/exit ROW
2 and 3 = change in direction within ROW

1	41.291643°	-105.560232°	(Enter)
2	41.291574°	-105.560232°	(Change)
3	41.291560°	-105.559108°	(Change)
4	41.291635°	-105.559104°	(Exit)
5	41.291626°	-105.558900°	(Enter)
6	41.290781°	-105.558885°	(Exit)

Use the diagram below to label your GPS locations per the above example.



Location 1 Latitude_____ Longitude _____

Location 2 Latitude_____ Longitude _____

Location 3 Latitude_____ Longitude _____

Location 4 Latitude_____ Longitude _____

Location 5 Latitude_____ Longitude _____

Location 6 Latitude_____ Longitude _____

Location 7 Latitude_____ Longitude _____

Location 8 Latitude_____ Longitude _____

Location 9 Latitude_____ Longitude _____

Location 10 Latitude_____ Longitude _____

Location 11 Latitude_____ Longitude _____

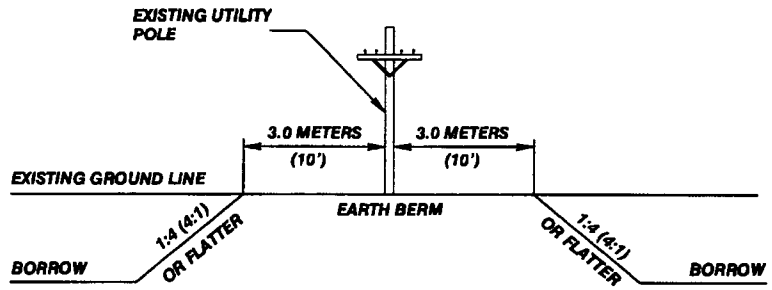
Location 12 Latitude_____ Longitude _____

SUGGESTED METHODS OF PROTECTION FOR FACILITIES LOCATED IN BORROW AREAS/CONSTRUCTION PERMITS

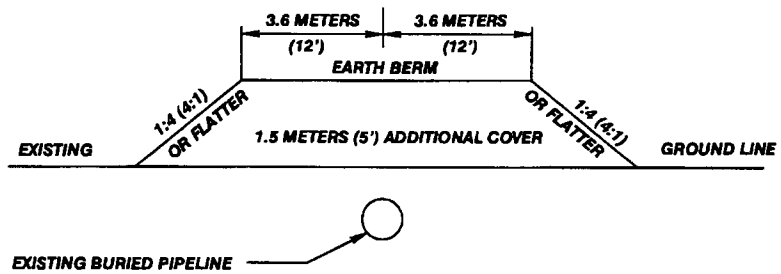
SEE SECTION 106.30 OF THIS REGULATION

NOTE: THE DIMENSIONS SHOWN ON THESE DRAWINGS MAY HAVE TO BE ADJUSTED TO FIT THE REQUIREMENTS OF THE OWNER OF THE FACILITY.

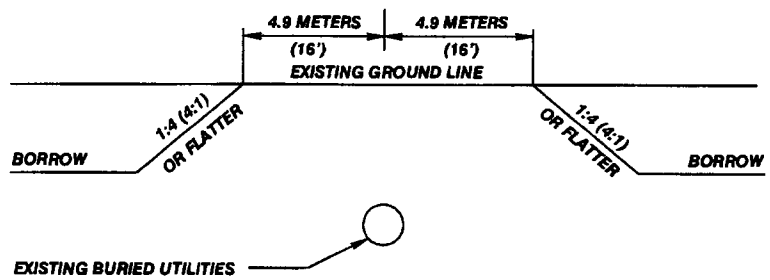
(NO SCALE)



PROTECTION DETAIL FOR UTILITY POLES LOCATED IN BORROW AREAS



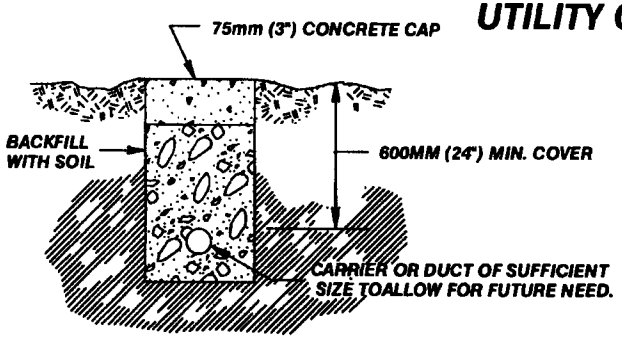
PROTECTION DETAIL FOR PIPELINE HAUL ROAD CROSSING



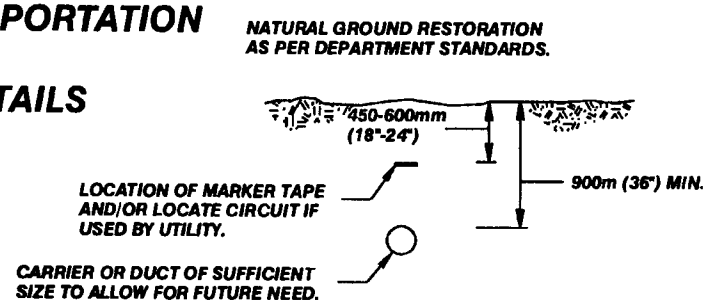
PROTECTION DETAIL FOR BURIED UTILITIES LOCATED IN BORROW AREAS

WYOMING DEPARTMENT OF TRANSPORTATION
GENERAL
UTILITY CONSTRUCTION DETAILS
DETAIL "A"

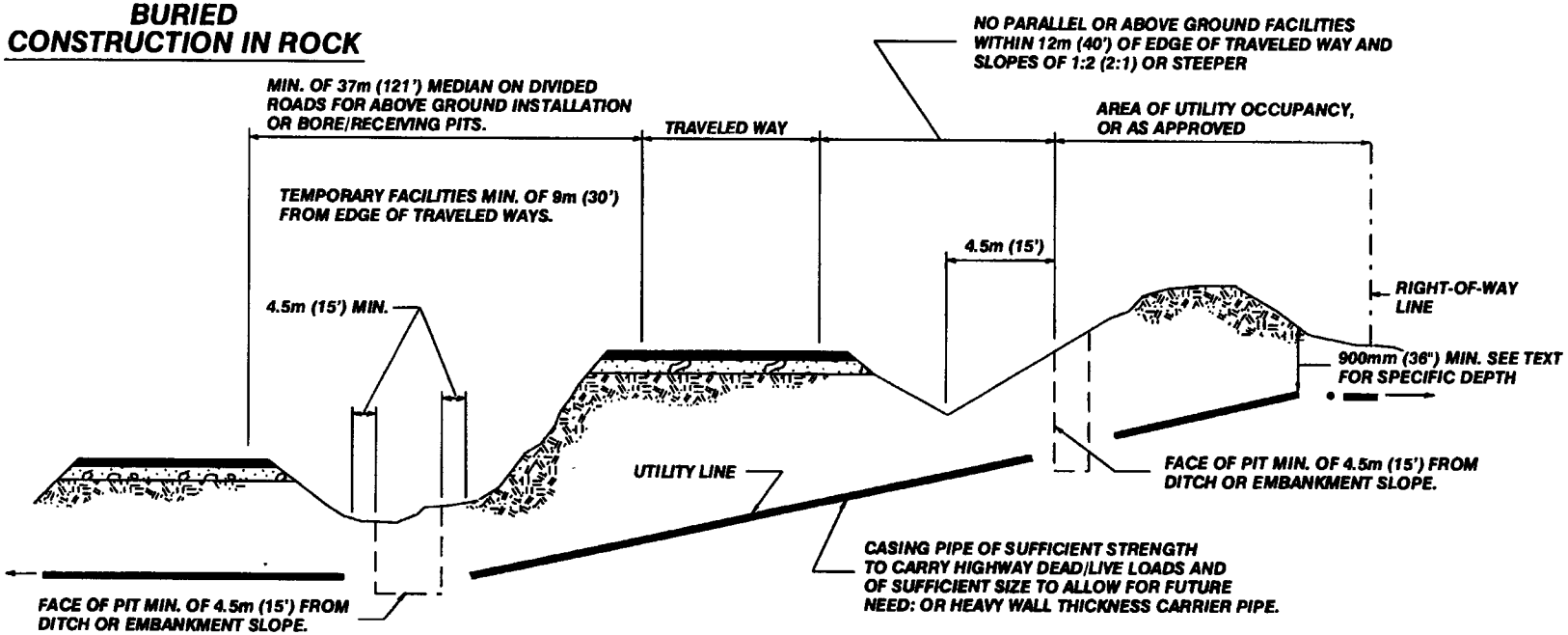
(NO SCALE)



BURIED CONSTRUCTION IN ROCK

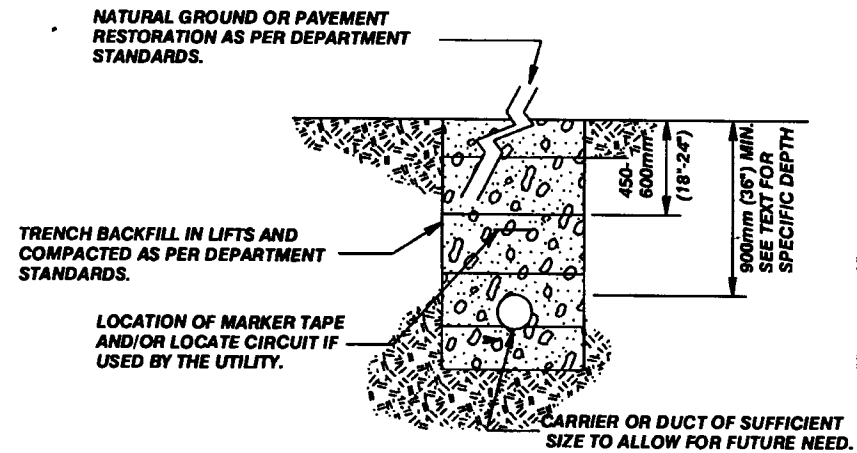


DIRECT BURIED CONSTRUCTION IN SOIL

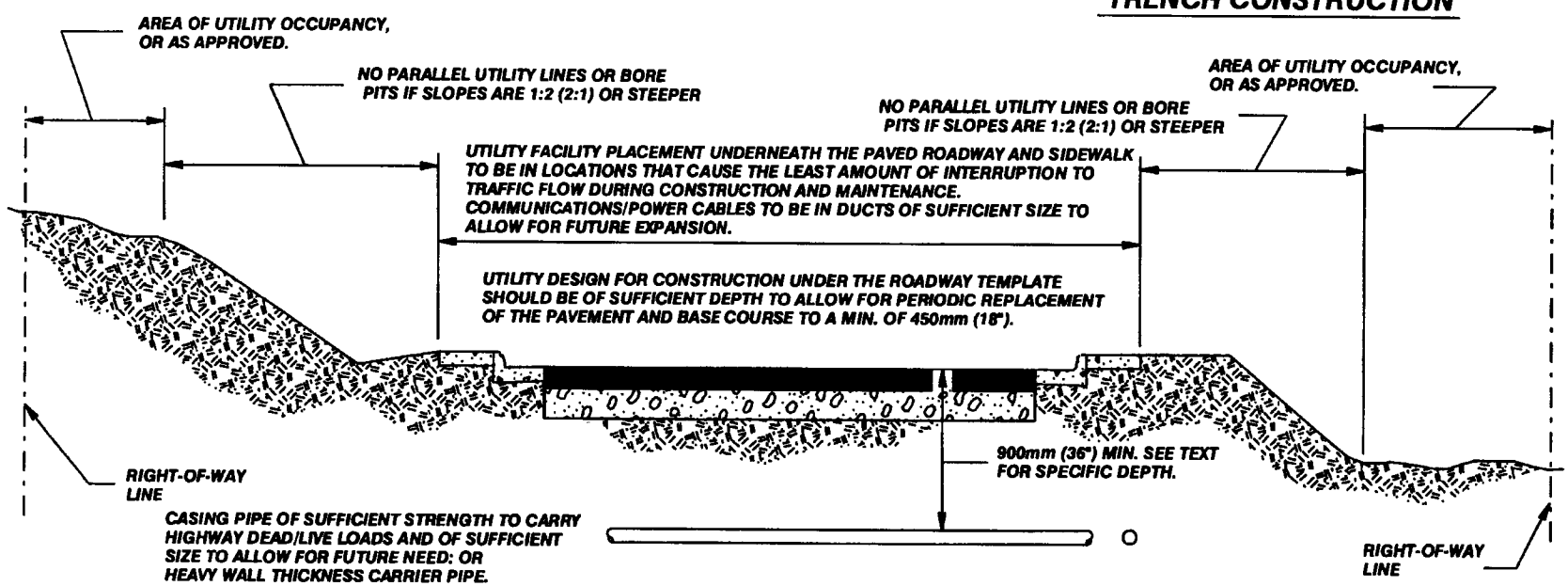


WYOMING DEPARTMENT OF TRANSPORTATION
GENERAL
UTILITY CONSTRUCTION DETAILS
DETAIL "B"

(NO SCALE)

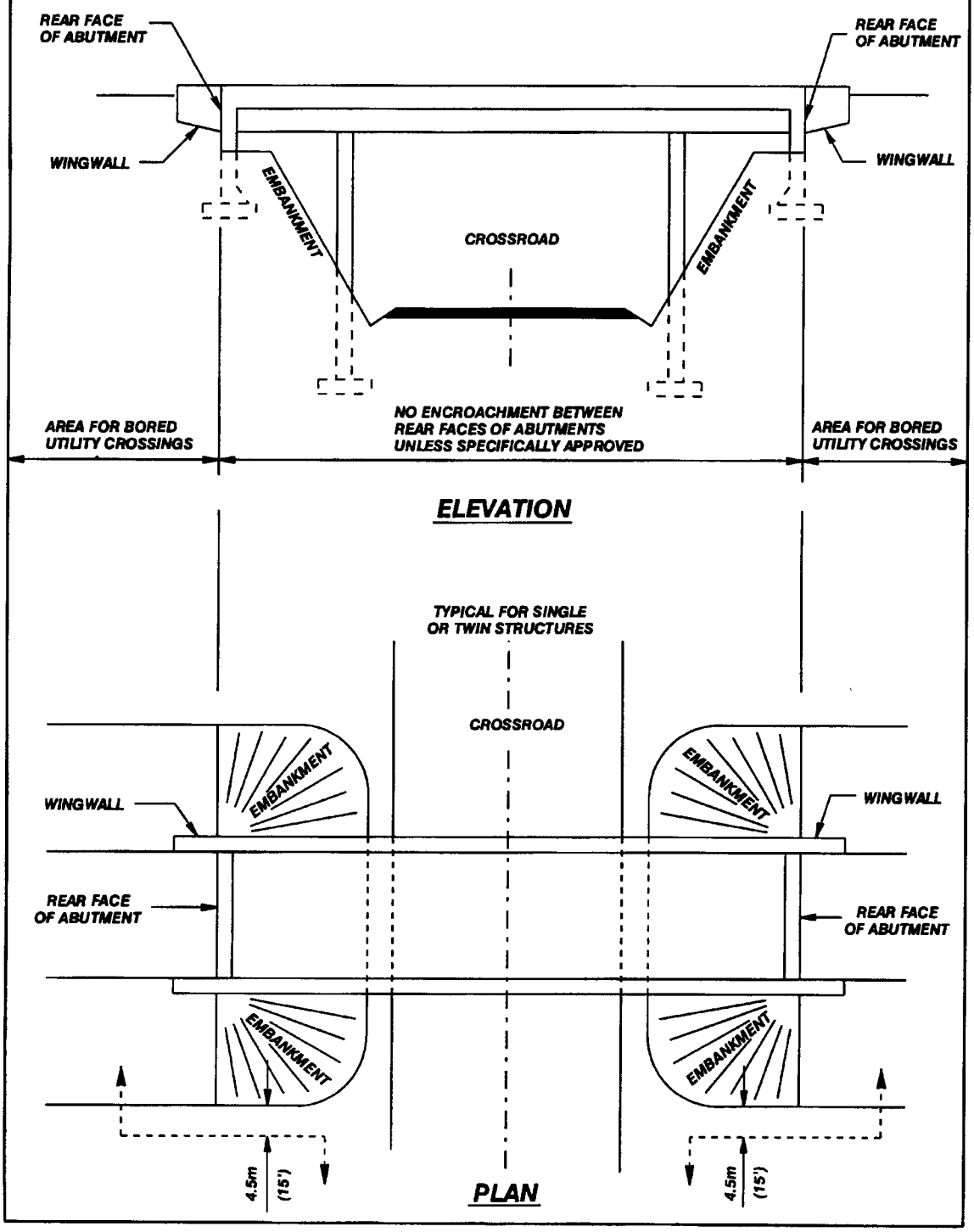


TRENCH CONSTRUCTION



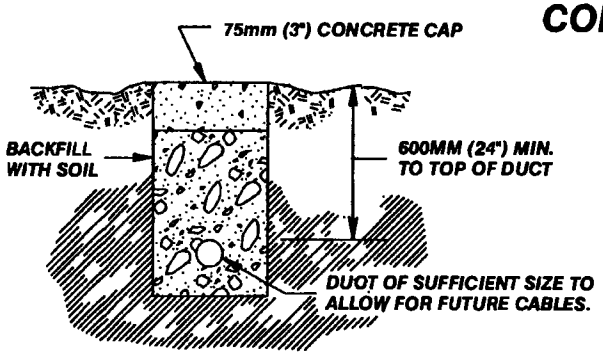
WYOMING DEPARTMENT OF TRANSPORTATION
UTILITY ENCROACHMENT
AT
GRADE SEPARATION
DETAIL "C"

(NO SCALE)

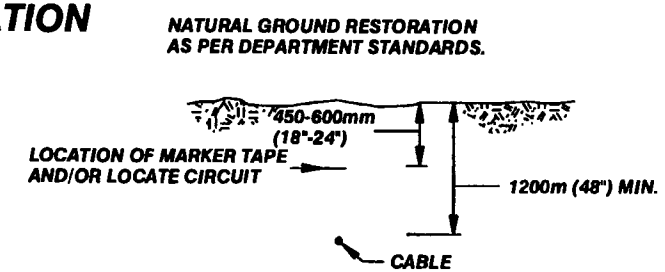


WYOMING DEPARTMENT OF TRANSPORTATION
FIBER OPTICS
CONSTRUCTION DETAILS
FOR
RURAL AREAS
DETAIL "A"

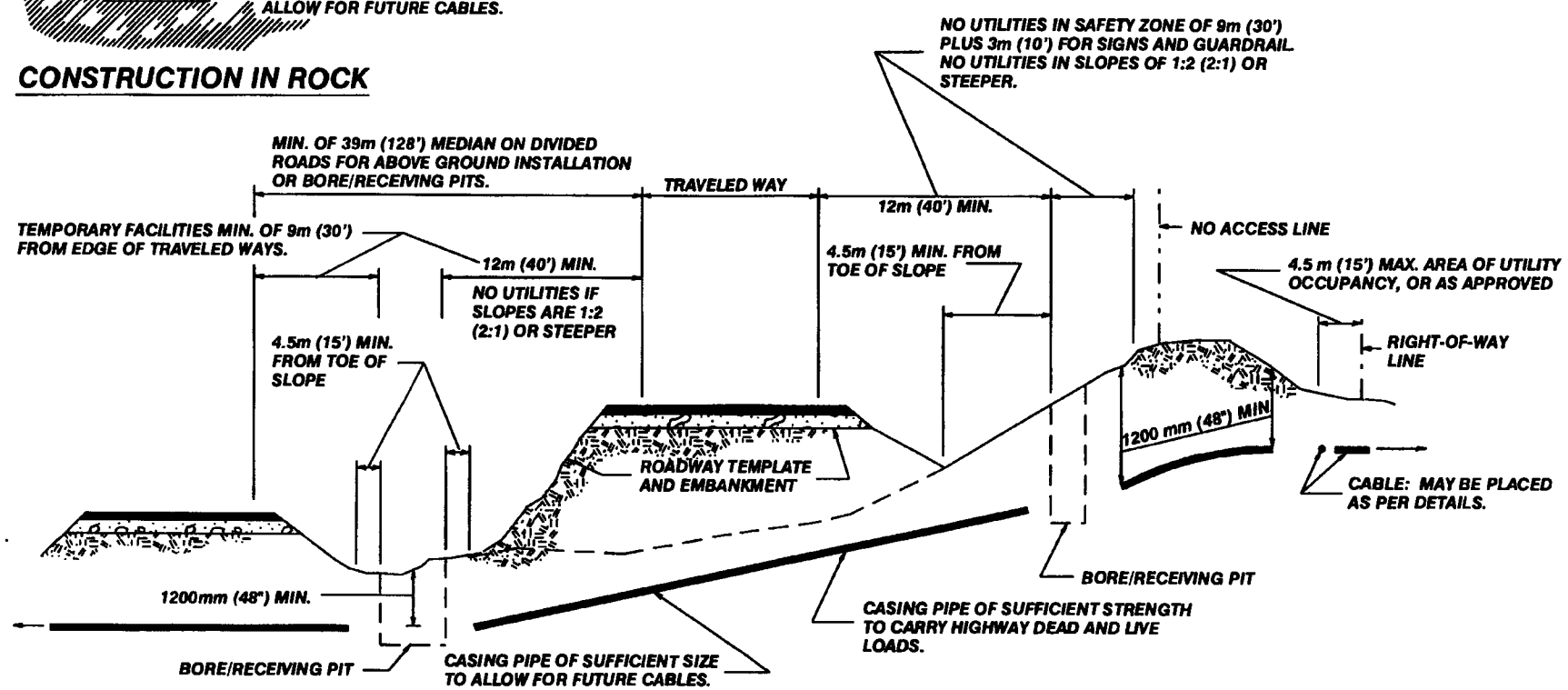
(NO SCALE)



CONSTRUCTION IN ROCK

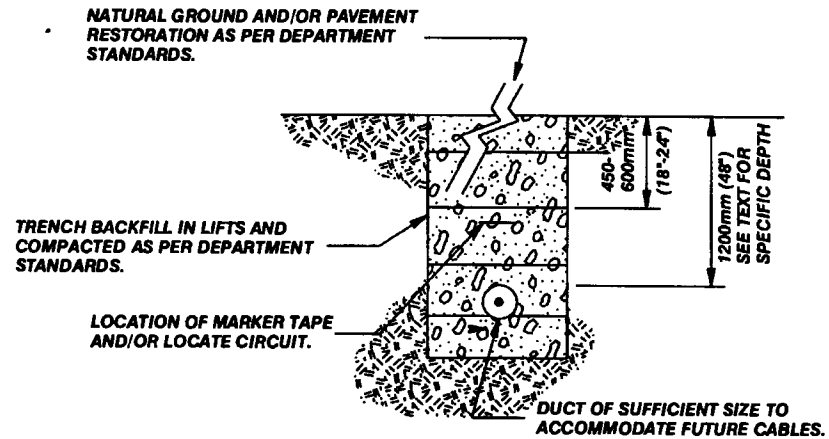


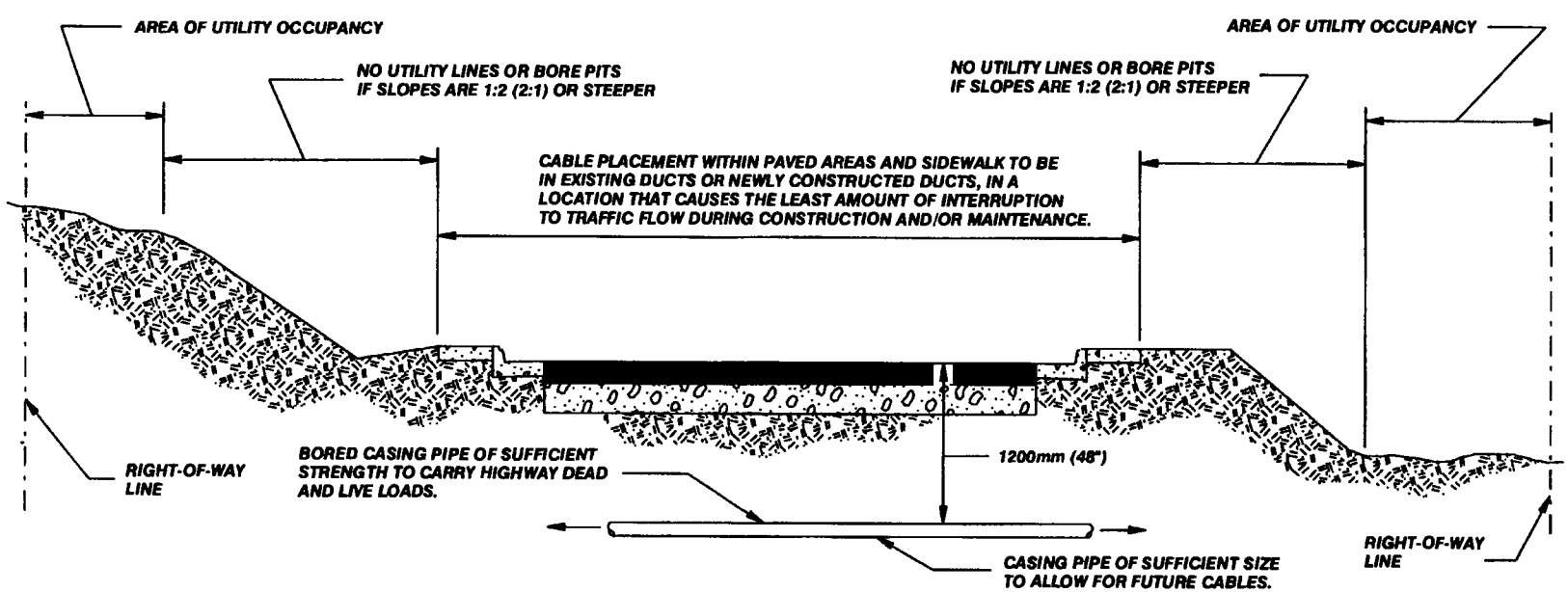
CONSTRUCTION IN SOIL



WYOMING DEPARTMENT OF TRANSPORTATION
FIBER OPTICS
CONSTRUCTION DETAILS
FOR
URBAN AREAS
DETAIL "B"

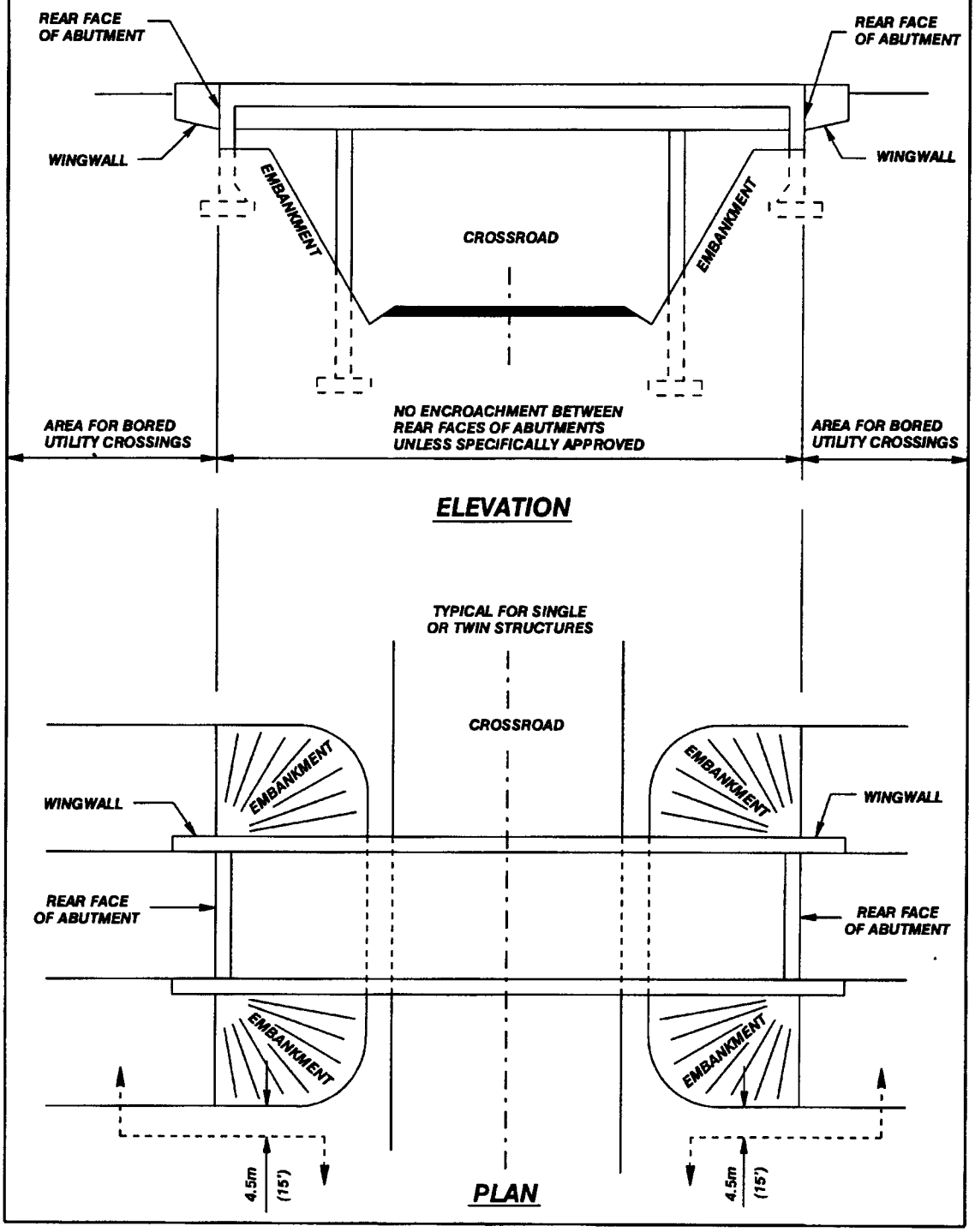
(NO SCALE)





WYOMING DEPARTMENT OF TRANSPORTATION
FIBER OPTICS ENCROACHMENT
AT
GRADE SEPARATION
DETAIL "C"

(NO SCALE)



RESOLUTION NO.18-27

A RESOLUTION AUTHORIZING THE EXECUTION OF A UTILITY LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE WEST CASPER ZONE II WATER SYSTEM IMPROVEMENTS PROJECT.

WHEREAS, the City of Casper desires to install a water main within Wyoming Department of Transportation right-of-way for the West Casper Zone II Water System Improvements Project; and,

WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute a utility license for the work.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute a utility license with the Wyoming Department of Transportation for the West Casper Zone II Water System Improvements Project.

NOW THEREFORE, BE IT FURTHER RESOLVED: That the City Manager, Public Services Director, and the City Engineer for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to these documents.

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

APPROVED AS TO FORM:

Walter Trembath III

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

January 22, 2018

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Accepting a 20-foot right-of-way easement from Daniel S. Herrera and Jennifer K. Herrera in the amount of $4,248.17, as part of the West Casper Zone II Water System Improvements, Project No. 15-59.

Meeting Type & Date
Regular Council Meeting
February 20, 2018

Action type
Resolution

Recommendation
That Council, by resolution, accept a 20-foot right-of-way easement from Daniel S. Herrera and Jennifer K. Herrera in the amount of $4,248.17, as part of the West Casper Zone II Water System Improvements, Project No. 15-59.

Summary
The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the West Casper Zone II Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. These improvements have been designed, and land acquisition negotiations for obtaining easements and right-of-ways from landowners are nearing completion.

Right-of-way easements are necessary for the installation of a 12-inch water transmission main across land from Wolf Creek Road at 40th Street to the pump station at the southeast corner of Coates Road and CY Avenue, approximately 10,370 linear feet. Easement negotiations continue with one additional property owner and will be presented to Council at a later date. The table below shows the associated compensation determined from the County assessed land values and approximate acquired land areas.

LANDOWNER	EASEMENT COMPENSATION	ACRES
Daniel S. Herrera & Jennifer K. Herrera	$4,248.17	0.144
TOTAL	$4,248.17	

Financial Considerations

A grant from the Wyoming Water Development Commission (WWDC) was approved to fund 67% of this project. The remaining 33% will be from Water Fund Reserves allocated to the West Casper Zone II Water System Improvements.

Oversight/Project Responsibility

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

Attachments

Resolution

Easement

EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Daniel S. Herrera and Jennifer K. Herrera, as husband and wife, whose address is 3703 Squaw Creek Road, Casper, Wyoming 82604 (herein referred to as "Grantors"), HEREBY GRANT to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 North David Street, Casper, Wyoming, 82601 (herein referred to as "Grantee"), a perpetual easement for the construction, maintenance, repair, replacement, and removal of pipes and structures for water lines (herein referred to as "the Facilities") over, across and under the real property located within the County of Natrona, Wyoming and legally described on EXHIBIT "A", and as depicted on EXHIBIT "B" attached hereto and hereinafter referred to as the Easement Property. Grantors also grant the right of access on and along the Easement Property for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the Facilities located on the Easement Property.

2. After installation of the Facilities, Grantee shall restore all areas disturbed for the purpose of laying out, constructing, inspecting, operating, maintaining, and replacing the water lines located on the Easement Property to pre-existing conditions, or better.

3. Grantors reserve unto themselves such rights in the Easement Property for any purpose that does not interfere with the rights granted to Grantee herein, and to create and grant such other easements, rights of way, rights and privileges in, on, under, or across the Easement Property to such persons and for such purposes as Grantors may elect.

4. Grantee 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 Grantee hereby specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

5. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

6. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Dated this _____ day of _____, 2017.

APPROVED AS TO FORM:

_____

GRANTORS:

By: _____
Daniel S. Herrera
Property Owner

By: _____
Jennifer K. Herrera
Property Owner

CITY OF CASPER:

By: _____
Ray Pacheco
Mayor

Attest:

By: _____
Fleur D. Tremel
City Clerk

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2018, by Ray Pacheco as the Mayor of the City of Casper.

(Seal, if any) _____
(Signature of notarial officer)

[My Commission Expires: _____]

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 1st day of September 2017, by Daniel S. Herrera, Grantor.

(Seal, if any) NOTARY PUBLIC SENAH C SELBY STATE OF WYOMING COUNTY OF NATRONA My Commission Expires June 8, 2021

_____
(Signature of notarial officer)

[My Commission Expires: June 8, 2021]

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 1st day of September, 2017, by Jennifer K. Herrera, Grantor.

(Seal, if any) NOTARY PUBLIC SENAH C SELBY STATE OF WYOMING COUNTY OF NATRONA My Commission Expires June 8, 2021

_____
(Signature of notarial officer)

[My Commission Expires: June 8, 2021]

EXHIBIT A

WLC
ENGINEERING · SURVEYING · PLANNING

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

July 14, 2017

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

W.O. No.: 16108

Description: (20' Wide Water Line Easement & 30' Wide Temporary Construction Easement – Daniel S. Herrera)

A Parcel and Strip being 20 feet in width located in and being a portion of the E1/2 of Tract 47, Swingle Ranch Tracts Extension, being a subdivision of Section 24, Township 33 North, Range 80 West, of the Sixth Principal Meridian, Natrona County, Wyoming, and lying 10 feet perpendicular to each side of the centerline being more particularly described as follows:

Beginning at the most easterly end of the centerline of the Parcel and Strip being described, a point in the easterly line and 10 feet northerly and perpendicular to the southerly line of said Tract 47, and a point in the westerly right of way line of a 40 foot wide roadway, and from which point the southeast corner of said Tract 47, bears S.0°17'45"W., 10.00 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip, 10 feet northerly, perpendicular and parallel to the southerly line of said Tract 47, into said Tract 47, N.89°45'16"W., 314.60 feet to the most westerly end of said centerline and a point in and intersection with the westerly line of said E1/2 of Tract 47, and Point of Terminus, and from which point the southwest corner of said Tract 47, bears S.88°25'30"W., 314.76 feet, and said Parcel and Strip containing 0.144 acres, more or less, as set forth by the plat attached and made a part hereof.

Together with a 30 foot wide temporary construction easement with the centerline lying 25 feet northerly and perpendicular to the centerline of the above described Parcel and Strip, containing 0.217 acres, more or less.

Said temporary construction easement will become null and void at the termination of the project contractor's one year contractual warranty.

EXHIBIT B

WLC ENGINEERING, SURVEYING AND PLANNING

200 PRONGHORN STREET, CASPER, WYOMING 82601

FOR

Client CITY OF CASPER Address 200 N. DAVID ST.

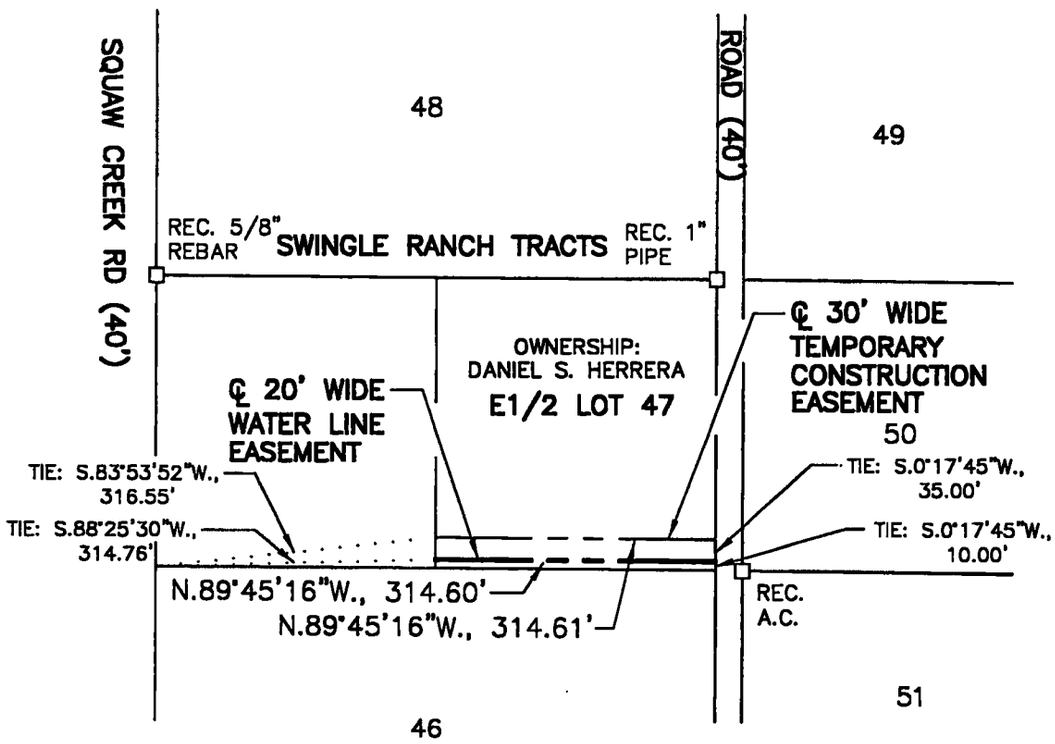
City CASPER State WYOMING Zip 82601

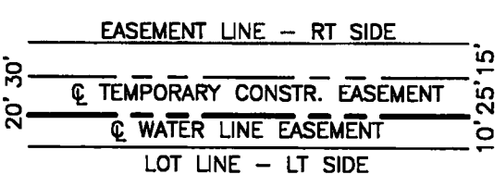
PROPERTY LOCATION PLAT

S1/2 Section 24, T. 33 N., R. 80 W., 6th Principal Meridian, Wyoming

Lot E1/2 OF 47 Block _____ Subdivision SWINGLE RANCH TRACTS EXTENSION

City _____ County NATRONA State WYOMING





EASEMENT DETAIL (NTS)

	WL	CE
FOOTAGE	314.60'	314.61'
RODDAGE	19.07	19.07
MILEAGE	0.060	0.060
ACREAGE	0.144	0.217

0 200'

SCALE 1"=200'

BASIS OF BEARING
GEODETIC BASED ON GPS

Professional Land Surveyor
Steven J. Granger
15092
Date 7/14/16
WYOMING

Date: 7/14/16
W.O. No. 16108
Drwn By: SJG
Acad File: CASPER H2O EASEMENTS WEST

CONSENT TO EASEMENT

The undersigned Mortgagee hereby consents to the granting of the above and foregoing Easement by the Grantor to the Grantee, and hereby subordinates any and all security interests it may hold in and to the real property described therein to the interest of the Grantee in said Easement.

BANK OF THE WEST INCORPORATED DEC. 20, 1978 CALIFORNIA

(Bank of the West):

By: Patti Hautzinger

Printed Name: Patti Hautzinger

Title: Vice President

STATE OF ~~WYOMING~~ Nebraska)
) ss.
COUNTY OF ~~NATRONA~~ Douglas)

The foregoing instrument was acknowledged before me on the 9 day of January, 2018 by Patti Hautzinger as the Vice President of (Bank of the West).

SCOTT A SCHMIDT
General Notary
State of Nebraska
My Commission Expires Feb 12, 2020

Notary Public

My commission expires: _____.

RESOLUTION NO. 18-28

A RESOLUTION AUTHORIZING AN EASEMENT WITH DANIEL S. HERRERA AND JENNIFER K. HERRERA FOR THE NEW WATER TRANSMISSION MAIN FOR THE WEST CASPER ZONE 2 WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper is constructing approximately 10,370 linear feet of new 12-inch water transmission main from Wolf Creek Road at 40th Street to the pump station at the southeast corner of Coates Road and CY Avenue as part of the West Casper Zone 2 Water System Improvements Project; and,

WHEREAS, approval of an easement with Daniel S. Herrera and Jennifer K. Herrera, husband and wife, will allow approximately 315 linear feet of the water transmission main to be constructed; and,

WHEREAS, the easement with Daniel S. Herrera and Jennifer K. Herrera, husband and wife, requires compensation in the amount of Four Thousand Two Hundred Forty-Eight and 17/100 Dollars ($4,248.17).

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 315-linear foot easement with Daniel S. Herrera and Jennifer K. Herrera, husband and wife, for the West Casper Zone 2 Water System Improvements Project, and specifically subject to the conditions set forth therein.

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

APPROVED AS TO FORM:

Walter Trembath II

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

January 23, 2018

TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, Public Services Director
Cynthia Langston, Solid Waste Division Manager
Sean Orszulak, Solid Waste Superintendent

SUBJECT: Authorizing a Contract for Professional Services with Recykling Industrial Repairs, Inc. (RIR), in an amount not to exceed $99,000 for the Baler Maintenance Support Project.

Meeting Type & Date
Regular Council Meeting
February 20, 2018

Action Type
Resolution

Recommendation:
That Council, by resolution, authorize a Contract for Professional Services with RIR, in an amount not to exceed $99,000, for the Baler Maintenance Support, Project No. 18-016.

Summary
Balers are high maintenance equipment and require continual preventative maintenance on a daily, weekly, monthly and annual basis. The baler manufacturer maintenance program is not sufficient to provide proactive maintenance to insure a 40-year life. Annual inspections by a third party baler maintenance expert are recommended by the baler manufacturer and City staff. City staff also recommends training key staff on baler programming to reduce the need for relying on consultants for programming modifications and providing troubleshooting advice via telephone and modem to resolve maintenance problems quickly.

There are fifty (50) liner-wear plates on each of the City balers. Liner-wear plates require replacement on balers at approximately 1,800 hours of operation. Replacing worn liner-wear plates is a routine maintenance activity for balers, and costs up to $91,350 to contract out the maintenance work for one (1) baler. It is a goal of the Balefill team to reduce the cost of replacing worn liner-wear plates by fifty percent (50%) by using local welding companies to cut liner-wear plates, and City staff to disassemble and remove worn liner-wear plates. To meet the goal, it is necessary to update the Harris schematics for the liner-wear plate diagrams which will significantly reduce the number of wear plates that need to be cut and provide an accurate design for a local welding company to use.

Since replacing the balers in 2010, the City has raised safety issues with the operation of ejection rams on the balers in conjunction with the bagging system. The City balers are designed to operate with enough garbage in the ejection chamber to create two (2) bagged bales of garbage. When the ejection ram activates, one (1) bale of garbage is ejected from the end of the chamber where it is bagged and received on a bagging conveyor.

The garbage that remains serves as a spacer between the extended ejection ram and the end of the baler chamber. The remaining garbage will be bagged after the next compaction cycle; however, at the end of a work shift the remaining garbage in the chamber must be removed to evacuate all garbage from the baler to prevent fires and maintain the baler in good working condition. The ejection ram is not long enough to push the remaining garbage out; therefore, to remove the remaining garbage out of the baler at the end of the shift, an employee must enter the bale chamber, place a landscape timber or tires in the chamber to provide the additional space to eject the garbage onto the bagging conveyor. Prior to having the bagging system at the end of the ejection chamber, the garbage at the end of the day was dug out.

Requiring employees to enter the baler chamber is extremely dangerous and requires a lockout/tagout procedure where the baler is de-energized and the power to the baler is turned off, locked and tagged out. Because there is potential for human error and the consequence of making a lockout/tagout error is deadly, staff would like to eliminate the need for an employee to enter the ejection chamber. The ejection ram needs to be long enough to eject the remaining garbage at the end of the day from the ejection chamber onto the bagging conveyor to eliminate the need for an employee to enter the ejection chamber. To extend the ejection rams, a design is needed from RIR, who is familiar with the City's balers, in order to provide bid specifications for cylinder shops to manufacture the extended rams.

Financial Considerations
Project funding is from Balefill Fund Reserves and included in the Balefill FY18 budget.

Oversight/Project Responsibility

Sean Orszulak, Superintendent of Solid Waste Operations
Cynthia Langston, Solid Waste Division Manager

Attachments
Resolution
Agreement
Exhibit A

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of February, 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. Recykling Industrial Repairs, Inc., 50 West Railroad Street, Milan, Georgia 31060 ("Consultant").

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

RECITALS

A. The City is undertaking a project to provide maintenance support for the City's balers.

B. The project requires professional services for conducting annual maintenance inspections and baler programming training, providing operational and maintenance troubleshooting guidance when needed, updating wear plate schematics, and designing extension of ejection cylinders, Project 18-016.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project as provided in Exhibit A.

2. TIME OF PERFORMANCE:

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

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Ninety-Nine Thousand Dollars ($99,000).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. Consultant shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract (see Exhibit A). Fifty percent (50%) of payment is due prior to arrival onsite in Casper for Tasks 1 and 2, and the remaining fifty percent (50%) of payment for Tasks 1 and 2 is due within forty-five (45) days of Consultant completing the work. Full payment is due within forty-five (45) days of the submitted invoice for work completed under Tasks 3, 4, and 5.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

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

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

APPROVED AS TO FORM:

_____

ATTEST:

_____
Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

_____
Ray Pacheco
Mayor

WITNESS:

By: _____

Printed Name: _____

Title: _____

CONSULTANT:
Recykling Industrial Repairs, Inc.

By: _____

Printed Name: MIKE CRUMLEY

Title: OWNER

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

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

10. SUBCONSULTANT:

The Consultant shall not employ any subconsultant to perform any services in the scope of this project, unless the subconsultant is approved in writing by the City. Any approved subconsultant shall be paid by the Consultant.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subconsultants, agents, representatives, or employees.

B. Minimum Scope and limit of Insurance.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand ($500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*
   The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*
   For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*
   Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*
   Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*
   Consultant has two (2) options regarding deductibles and self-insured retentions:

   a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars ($10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars ($10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

   b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

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

7. *Claims Made Policies*
   If any of the required policies provide coverage on a claims-made basis:
   c. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

d. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.* However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

e. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Dat*e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*
Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*
Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subconsultants.

10. *Special Risks or Circumstances*
City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

12. <u>INTENT</u>:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the

City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

Recykling Industrial Repairs, Inc.
50 W Railroad Street
Milan, GA 31060
mike crumley@ririnc.com

EXHIBIT A

January 22, 2018
Cost Quote for Maintenance Support

RIR

Customer City of Casper
1886 N Station Road
Attn. Sean Orszulak
Casper, WY 82609

Cost Quote good for 30-days

DESCRIPTION OF WORK	QUANTITY	RATE	PROJECT COSTS
A Task 1 Conduct Annual Inspection & Maintenance Service, Unit 141494, 141495 1) Travel to location and set up for work 2) Inspect all pumps, frame components, PLC/electrical components/contacts, wear plates, and cylinders and valves 3) Prepare a report for the city to include findings related to the inspection and recommendations associated with each finding including replacement of wear parts and/or other maintenance activities needed and when Provide written report to the City electronically in PDF format and one hard copy This price includes labor, travel, lodging, living expense for 1-person to be onsite for three (3) days Does not include parts costs if replaced during inspection **NOTE:** All recommended activities/corrective measures associated with inspection findings are NOT included in this cost quote	2 balers	$7,500	$15,000
B Task 2 Conduct 3-day Baler Programming Training City provides computers for training and RIR will give programming assignments (specified by the City) to 3 employees and provide one-on-one training for 3 business days not to exceed 8 hours per day Shall be done consecutively onsite with Task 1 to eliminate additional airfare This price includes labor, lodging, living expense for the 1-person performing Task 1 to provide training while onsite for three (3) days to train 3 City employees	3 days	$2,000	$6,000
C. Task 3 Provide operational and maintenance troubleshooting advice via telephone and modem When requested provide troubleshooting and consultation via telephone or modem to assist Balefill employees with resolving problems or improving baler operational efficiency Review baler program when requested to make recommendations for modification or make program modifications as requested	200 hours	$150/hour	$30,000
D Task 4. Update Liner schematics of wear plate diagrams including dimensions Update schematics of wear plate diagrams including width, length, and thickness Updated diagrams shall be provided electronically and provide one (1) City review session and requested revisions will be included. Drawings will be in AutoCAD format Text will be in PDF format One hard copy will be provided for each baler	2 balers	$7,500	$15,000

E. Task 5. Prepare Design for Extending Ejection Cylinders, Unit 141494, 141495 Prepare a detailed design with all fabrication details to extend the ejection cylinders to insure the bale will fully eject from the Envirobale chamber. Provide design drawings and details electronically and provide two (2) City review sessions and incorporate changes as agreed to by all parties. Drawings and details will be in AutoCAD format. Text will be in PDF format. One hard copy will be provided for each baler. This price includes labor, travel, lodging, living expenses for 1 person to be onsite twice for three (3) days each to acquire exact dimensions, etc	2 balers	$16,500	$33,000
			$99,000.00

TOTAL PROJECT COST $99,000.00

Fifty percent (50%) of payment is due prior to arrival onsite in Casper for Task 1 andTask 2, and the remaining 50% of payment for Task 1 and Task 2 is due within 45 days of RIR completing the work.

Payment is due within 45 days of submitted invoice for work completed for Task 3.

Full payment is due within 45 days of RIR providing the final work product for Task 4 and Task 5.

RESOLUTION NO. 18-29

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH RECYKLING INDUSTRIAL REPAIRS, INC., TO PROVIDE BALER MAINTENANCE SUPPORT.

WHEREAS, the City of Casper desires to award a professional services contract to Recykling Industrial Repairs, Inc. (RIR), to provide maintenance support for the City's balers, Project No. 18-016; and,

WHEREAS, RIR, is ready and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with RIR for this service.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, retaining those amounts prescribed by the contract, equal to a total fixed cost amount of Ninety-Nine Thousand Dollars ($99,000.00).

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

APPROVED AS TO FORM:

Walter Trembath Jr

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

January 24, 2018

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Andrew Beamer, P.E., Public Services Director AB
Cynthia M. Langston, Solid Waste Division Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Raven Industries, Inc., in the amount of $144,157.13 for the Casper Balefill Closure, Geosynthetics Manufacturer, Project No. 17-039.

Meeting Type & Date:
Regular Council Meeting
February 20, 2018

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize an agreement with Raven Industries, Inc., for the Casper Balefill Closure, Geosynthetics Manufacturer, Project No. 17-039, in the amount of $144,157.13. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $7,842.87, for a total contract amount of $152,000.

Summary:
On January 19, 2018, the City of Casper received three (3) bids for the Casper Balefill Closure, Geosynthetics Manufacturer, Project No. 17-039. The bids received are as follows:

CONTRACTOR	LOCATION	TOTAL BASE BID
Raven Industries, Inc.	**Parker, Colorado**	**$144,157.13**
Erosion Control Applications, Inc.	Anaheim, California	$165,965.03
Northwest Linings & Geotextile Products, Inc.	Kent, Washington	$183,839.50

The Engineer's Estimate prepared by Solid Waste Professionals of Wyoming (SWPW) was $183,532.50. SWPW is under contract for engineering, design, bidding, construction administration and construction quality assurance for the work of the Balefill Closure, Geosynthetics Manufacturer, Project No. 17-039. Construction includes an engineered cap for the previously closed 14 acres to accommodate the new GCCS, drainage provisions, final cover and a vegetative layer. The Agreement with Raven Industries, Inc. is for the materials procurement of the geosynthetic liner membrane cap portion of the Casper Balefill Closure Project.

The Balefill was closed in 2009 prior to reaching its permitted capacity as a stop-gap remedy to prevent wastes from being added to the landfill source of groundwater contamination. The Balefill

closure cap included a geo-synthetic membrane, drainage provisions, final cover and a vegetative layer. The geo-synthetic membrane was designed to cover 92 acres, excluding the pre-regulated 14 acre area that stopped receiving wastes after 1985.

WDEQ issued a closure permit in 2010 for the Casper Closed Balefill, permit number 10.070, and in 2015, WDEQ approved construction of a Gas Collection and Control System (GCCS) as an additional remedy to reduce landfill gas as a source of groundwater contamination. The GCCS included 14 gas extraction wells in the pre-regulated area and over 100 gas extraction wells over the entire Closed Balefill.

During construction of the GCCS, it was determined that the 14 acres without the geo-synthetic membrane did not have adequate cover for the gas extraction wells to effectively draw landfill gas into the GCCS. After finding that the 14-acre area had less than 6 inches of sand in some areas, WDEQ recommended the 14-acre area be covered and capped with the same geo-synthetic membrane that covers the remaining 92 acres of the Closed Balefill. A cover and cap in this area will provide a closure cap that meets current landfill regulations and will allow the 14 gas extraction wells to effectively draw landfill gas to insure maximized operational efficiencies.

The work is scheduled to be substantially completed by August 2018.

Financial Considerations:
Funding for this project will be from FY16 Balefill Fund Reserves and will be eligible for 100% reimbursement under the State of Wyoming's landfill remediation program.

Oversight/Project Responsibility:
Alex Sveda, Associate Engineer

Attachments:
Resolution
Agreement

STANDARD FORM OF
PROCUREMENT AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Section 00 52 13)

THIS PROCUREMENT AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "OWNER," and
Raven Industries, Inc., 1062 Singing Hills Road, Parker, Colorado 20138, hereinafter referred to as the "CONTRACTOR" or "GEOSYNTHETIC MANUFACTURER."

NOW, THEREFORE, it is hereby agreed as

follows: ARTICLE 1. GOODS AND SERVICES.

CONTRACTOR shall furnish the Goods as specified or indicated in the Procurement Documents at the quantities itemized on the Unit Prices Form. The Goods to be furnished are generally described as follows:

Procurement and shipping of PVC.
Geomembrane Procurement and shipping of PVC pipe boots.

ARTICLE 2. ENGINEER.

The Goods have been specified by the Solid Waste Professionals of 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:

1886 N. Station Rd
Casper, Wyoming 82601

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 and fully accepted by April 22, 2018.

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 One Thousand Dollars ($1,000.00) 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 One Hundred Forty Four Thousand One Hundred Fifty-Seven and 13/100 Dollars ($144,157.13). See Exhibit "A" - Bid Form and Bid Schedule.

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 00 52 13-1 to 00 52 13-5, inclusive).

9.2 Exhibit "A" Bid Form (BF-1 through BF-4 of the Bid Form and Pages BS-1 of the Bid Schedule.).

9.3 Addenda No. Addendum No. 1.

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

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

9.6 Procurement Specifications bearing the title "CASPER BALEFILL CLOSURE, CONSTRUCTION, GEOSYNTHETICS MANUFACTURER; CITY PROJECT 17-039", the contents as listed in the Table of Contents thereof.

9.7 Notice of Award.

9.8 Documentation submitted by Contractor prior to Notice of Award.

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

9.10 Technical SPECIFICATIONS (Divisions 01, 31, and 33)

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.

*****THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK******

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

DATED this _____day of_____, 2018.

APPROVED AS TO FORM:
(CASPER BALEFILL CLOSURE, CONSTRUCTION, GEOSYNTHETICS MANUFACTURER; CITY PROJECT 17-039)

_____

CONTRACTOR:

Raven Industries, Inc.

ATTEST:

By:_____

Title:_____

By: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By:_____

Title: Fleur D. Tremel, City Clerk

By: _____

Title: Ray Pacheco, Mayor

STANDARD
BID FORM

PROJECT IDENTIFICATION: CASPER BALEFILL CLOSURE; GEOSYNTHETICS MANUFACTURER, PROJECT NO. 17-039

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bid Documents and to complete all Work as specified or indicated in the Bid Documents for the Contract Price within 90 calendar days of the Notice to Proceed date, and completed and ready for final payment no later than 110 calendar days from the Notice to Proceed date, in accordance with the Bid Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bid Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bid Documents, that:
   A. Bidder has examined copies of all the Bid Documents and of the following addenda (receipt of all which is hereby acknowledged):

      Addendum No. 1 Dated 1/15/18
      Addendum No. _____ Dated _____

   B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
   C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

   TOTAL BASE BID, IN NUMERALS: $ 144,157.13

TOTAL BASE BID, IN WORDS: One Hundred Forty Four Thousand One Hundred Fifty Seven DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bid Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:
   A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
   B. Itemized Bid Schedule.
   C. Copy of Certificate of Residency, if Bid as a resident.

9. Communications concerning this Bid shall be addressed to:

   Address of Bidder: 1062 Singing Hills Road - Parker, CO 80138

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bid Documents.

Submitted on January 19, 2018.

Bidder is Bid as a Non-Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____
_____
_____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

_____
(General Partner)

Business Address: _____
_____
_____

Phone Number: _____

IF BIDDER IS:

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Raven Industries Inc. (seal)
(Corporation's or Limited Liability Company's Name)

South Dakota
(State of Incorporation or Organization)

By: Director of Estimating (seal)
(Title) DAN LAHR

(Seal)

Attest:

Business Address: 1062 Singing Hills Road - Parker, CO 80138

Phone Number: 303-951-5919

A JOINT VENTURE

By: (seal)
(Name)

(Address)

By: (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

CASPER BALEILL CLOSURE – GEOSYNTHETICS MANUFACTURER-BASE BID

BID SCHEDULE

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price Total
1	PURCHASE OF PVC GEOMEMBRANE (30-MIL)	EA	605,775	$0.235	$142,357.13
2	PURCHASE OF PVC 6-INCH PIPE BOOTS	EA	19	$50.00	$950.00
3	PURCHASE OF PVC 4-INCH PIPE BOOTS	SF	17	$50.00	$850.00
TOTAL ESTIMATED GEOSYNTHETICS MANUFACTURER BASE BID					**$** 144,157.13

*Pricing excludes any and all taxes. DL

RESOLUTION NO.18-30

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RAVEN INDUSTRIES, INC., FOR THE CASPER BALEFILL CLOSURE, GEOSYNTHETICS MANUFACTURER, PROJECT NO. 17-039.

WHEREAS, the City of Casper desires to close the pre-regulated 14 acre area of the Balefill at the City of Casper Solid Waste Management Facility in accordance with WDEQ-SHWD (Wyoming Department of Environmental Quality Solid and Hazardous Waste Division) permit provisions; and,

WHEREAS, Raven Industries, Inc., is able and willing to provide those services, specified as the Casper Balefill Closure, Geosynthetics Manufacturer, Project No. 17-039; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than $20,000 and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Raven Industries, Inc. for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Forty Four Thousand One Hundred Fifty Seven and 13/100 Dollars ($144,157.13), and Seven Thousand Eight Hundred Forty-Two and 87/100 Dollars ($7,842.87) for a construction contingency account, for a total price of One Hundred Fifty-Two Thousand and 00/100 Dollars ($152,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars ($20,000), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

Walter Trent III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

Raven Industries, Inc.
Casper Balefill Closure, Geosynthetics Manufacturer
Project No. 17-039

January 24, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Cynthia M. Langston, Solid Waste Division Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Erosion Control Applications, Inc., in the amount of $63,325.53 for the Casper Balefill Closure, Geosynthetics Installer, Project No. 17-039.

Meeting Type & Date:
Regular Council Meeting
February 20, 2018

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize an agreement with Erosion Control Applications, Inc., for the Casper Balefill Closure, Geosynthetics Installer, Project No. 17-039, in the amount of $63,325.53. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $3,674.47, for a total contract amount of $67,000.

Summary:
On January 19, 2018, the City of Casper received two (2) bids for the Casper Balefill Closure, Geosynthetics Installer, Project No. 17-039. The bids received are as follows:

CONTRACTOR	LOCATION	TOTAL BASE BID
Erosion Control Applications, Inc.	**Anaheim, California**	**$63,325.53**
Northwest Linings & Geotextile Products, Inc.	Kent, Washington	$86,229.03

The Engineer's Estimate prepared by Solid Waste Professionals of Wyoming (SWPW) was $205,135.50. SWPW is under contract for engineering, design, bidding, construction administration and construction quality assurance for the work of the Balefill Closure, Geosynthetics Installer, Project No. 17-039. Construction includes an engineered cap for the previously closed 14 acres to accommodate the new GCCS, drainage provisions, final cover and a vegetative layer. The agreement with Erosion Control Applications, Inc, is for the installation of the geosynthetic liner membrane cap portion of the Casper Balefill Closure Project.

The Balefill was closed in 2009 prior to reaching its permitted capacity as a stop-gap remedy to prevent wastes from being added to the landfill source of groundwater contamination. The Balefill closure cap included a geo-synthetic membrane, drainage provisions, final cover and a vegetative

layer. The geo-synthetic membrane was designed to cover 92 acres, excluding the pre-regulated 14 acre area that stopped receiving wastes after 1985.

WDEQ issued a closure permit in 2010 for the Casper Closed Balefill, permit number 10.070, and in 2015, WDEQ approved construction of a Gas Collection and Control System (GCCS) as an additional remedy to reduce landfill gas as a source of groundwater contamination. The GCCS included 14 gas extraction wells in the pre-regulated area and over 100 gas extraction wells over the entire Closed Balefill.

During construction of the GCCS, it was learned the 14 acres without the geo-synthetic membrane did not have adequate cover for the gas extraction wells to effectively draw landfill gas into the GCCS. After learning the 14 acre area had less than 6 inches of sand in some areas, WDEQ recommended the 14 acre area be covered and capped with the same geo-synthetic membrane that covers the remaining 92 acres of the Closed Balefill. A cover and cap in this area will provide a closure cap that meets current landfill regulations and will allow the 14 gas extraction wells to effectively draw landfill gas to insure maximize operational efficiencies.

The work is scheduled to be substantially completed by August 2018.

Financial Considerations:
Funding for this project will be from FY16 Balefill Fund Reserves and will be eligible for 100% reimbursement under the State of Wyoming's landfill remediation program.

Oversight/Project Responsibility:
Alex Sveda, Associate Engineer

Attachments:
Resolution
Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Section 00 52 13)

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "OWNER," and Erosion Control Applications, Inc., 901 East Orangethorpe Avenue, Anaheim, California 92801, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the City of Casper desires to close the western portion of the Casper Balefill by excavating, filling and installing a geomembrane for closure of the western-most 14 acres of the Balefill and complete additional ancillary work at the Balefill; and

WHEREAS, Erosion Control Applications, Inc. is able and willing to provide those services specified as the CASPER BALEFILL CLOSURE, GEOSYNTHETICS INSTALLER; CITY PROJECT 17-039.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

CONTRACTOR shall perform all the work required by the Contract Documents for completion of the CASPER BALEFILL CLOSURE, GEOSYNTHETICS INSTALLER; CITY PROJECT 17-039, hereinafter referred to as the "WORK".

ARTICLE 2. ENGINEER.

The Project has been designed by Solid Waste Professionals of Wyoming, LLC (SWPW), and SWPW is hereinafter referred to as the "ENGINEER" and "CQA MANAGER;" SWPW will act as the OWNER's Representative, assume all duties and responsibilities, and will have the rights and authority assigned to the ENGINEER and CQA MANAGER in the Contract Documents, respectively, in connection with completion of the WORK in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 Substantial Completion is defined in the General Conditions and includes all earthwork, liner installation, piping, and revegetation.

3.2 The WORK will be Substantially Complete within 90 days of Notice to Proceed date; and ready for final payment in accordance with the General Conditions within 110 days of Notice to Proceed date.

3.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not Substantially Complete by the time specified in Paragraph 3.2 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays,

expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not Substantially completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Two Thousand Dollars ($2,000) for each day that expires after the time specified in Paragraph 3.2 for Substantial Completion. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining WORK within the time specified in Paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Dollars ($1,000) for each day that expires after the time specified in Paragraph 3.2 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the WORK in accordance with the Contract documents for this Unit Price Contract, OWNER shall pay CONTRACTOR in current funds a not-to-exceed total contract price of Sixty Three Thousand Three Hundred Twenty-Five and 53/100 Dollars ($63,325.53), subject to additions and deductions by Change Order approved by the OWNER. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and itemized Unit Prices Form, included in the Bid Documents and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the ENGINEER or CQA MANAGER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER or CQA MANAGER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the WORK measured by the Unit Prices Form provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions. Should amounts owed by the CONTRACTOR to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the CONTRACTOR pursuant to this agreement.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the WORK completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.

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

5.1.3 In the event the CONTRACTOR makes only one application for payment upon substantially completing the WORK, progress payment will be made in an amount equal to ninety five percent (95%) of the WORK completed. OWNER shall withhold five percent (5%) of the WORK completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment, as detailed in Section 01 32 16 of the SPECIFICATIONS.

5.3 Final Payment. Upon final completion and acceptance of the WORK in accordance with Paragraph 14.07 of the General Conditions, ENGINEER or CQA MANAGER shall recommend payment and present CONTRACTOR's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding twenty-five thousand ($25,000.00) Dollars will be retained in an account in the name of the CONTRACTOR (except when specifically waived in writing by CONTRACTOR) which has been assigned to the OWNER until the Contract is completely, satisfactorily, and finally accepted by the OWNER. Unless a depository is designated by the CONTRACTOR in a written attachment hereto, the CONTRACTOR's signature hereon shall act as authority for the OWNER to designate a retainage depository on behalf of the CONTRACTOR, for the purposes specified in Wyoming Statutes Section 16-6-704. The CONTRACTOR's signature hereon shall act as an assignment of the depository account to the OWNER, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the CONTRACTOR or by the OWNER.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, the WORK, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the WORK.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the Site or otherwise affecting cost, progress, or performance of the WORK which were relied upon by ENGINEER in the preparation of the DRAWINGS and SPECIFICATIONS and which have been identified in the Supplementary Conditions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations, and tests and studies as he/she deems necessary for the performance of the WORK at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he/she has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS.

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

8.1 This Agreement (Pages 00 52 13-1 to 00 52 13-6, inclusive).

8.2 Exhibit "A" – Bid Form (BF-1 through BF-4 of the Bid Form and Page BS-1 of the Bid Schedule.)

8.3 Addenda No.: Addendum No. 1.

8.4 Performance and Payment Bonds.

8.5 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.6 General Conditions (Pages 00700-1 to 00700-42, inclusive).

8.7 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).

8.8 Technical SPECIFICATIONS (Divisions 01, 03, 28, 31, 32, and 33).

8.9 Notice of Award.

8.10 Notice to Proceed.

8.11 Contract DRAWINGS, consisting of 10 sheets, with each sheet bearing the following general title: CASPER BALEFILL CLOSURE, GEOSYNTHETICS INSTALLER; CITY PROJECT 17-039.

8.12 Shop Drawings and other Submittals furnished by CONTRACTOR during performance of the WORK and accepted by the OWNER.

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

8.14 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

*******THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK********

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

DATED this _____day of_____, 2018.

APPROVED AS TO FORM:
(CASPER BALEFILL CLOSURE, GEOSYNTHETICS INSTALLER; CITY PROJECT 17-039)

_____

CONTRACTOR:

ATTEST:

Erosion Control Applications, Inc.

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____
Title: Fleur D. Tremel City Clerk

By: _____
Title: Ray Pacheco, Mayor

STANDARD
BID FORM

PROJECT IDENTIFICATION: CASPER BALEFILL CLOSURE; GEOSYNTHETICS INSTALLER, PROJECT NO. 17-039

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bid Documents and to complete all Work as specified or indicated in the Bid Documents for the Contract Price within 90 calendar days of the Notice to Proceed date, and completed and ready for final payment no later than 110 calendar days from the Notice to Proceed date, in accordance with the Bid Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bid Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bid Documents, that:
   A. Bidder has examined copies of all the Bid Documents and of the following addenda (receipt of all which is hereby acknowledged):

      Addendum No. 1 Dated January 15,2018
      Addendum No. _____ Dated _____

   B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
   C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

   TOTAL BASE BID, IN NUMERALS: $ 63,325.53

TOTAL BASE BID, IN WORDS: _____
Sixty-Three Thousand, Three Hundred Twenty-Five DOLLARS. and Fifty-Three Cents

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bid Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:
   A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
   B. Itemized Bid Schedule.
   C. Copy of Certificate of Residency, if Bid as a resident.

9. Communications concerning this Bid shall be addressed to:

   Address of Bidder: 901 E. Orangethorpe Ave. Anaheim, CA 92801

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bid Documents.

Submitted on January 19th 2018, 2017.

Bidder is Bid as a Non-Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____
_____
_____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

_____
(General Partner)

Business Address: _____
_____
_____

Phone Number: _____

IF BIDDER IS:

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Erosion Control Applications, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

California
(State of Incorporation or Organization)

By: Vice President (seal)
(Title)

(Seal)

Attest:

Business Address: 901 E. Orangethorpe Ave. Anaheim, CA 92801

Phone Number: 714-921-9848 X 104

A JOINT VENTURE

By: _____ (seal)
(Name)

_____
(Address)

By: _____ (seal)
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

RESOLUTION NO. 18-31

A RESOLUTION AUTHORIZING AN AGREEMENT WITH EROSION CONTROL APPLICATIONS, INC., CASPER BALEFILL CLOSURE, GEOSYNTHETICS INSTALLER, PROJECT NO. 17-039.

WHEREAS, the City of Casper desires to close the pre-regulated 14 acre area of the Balefill at the City of Casper Solid Waste Management Facility in accordance with WDEQ-SHWD (Wyoming Department of Environmental Quality Solid and Hazardous Waste Division) permit provisions; and,

WHEREAS, Erosion Control Applications, Inc., is able and willing to provide those services, specified as the Casper Balefill Closure, Geosynthetics Installer, Project No. 17-039; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than 30 days, dollar amount changes no greater than $20,000 and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Erosion Control Applications, Inc. for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Sixty Three Thousand Three Hundred Twenty-Five and 53/100 Dollars ($63,325.53), and Three Thousand Six Hundred Seventy-Four and 47/100 Dollars ($3,674.47) for a construction contingency account, for a total price of Sixty Seven Thousand and 00/100 Dollars ($67,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than 30 days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars ($20,000), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

Walter Trembath III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

Erosion Control Applications, Inc.
Casper Balefill Closure, Geosynthetics Installer
Project No. 17-039

January 24, 2018

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Andrew Beamer, P.E., Public Services Director AB
Cynthia M. Langston, Solid Waste Division Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Dan Hart Patrol Service, LLC in the amount of $572,602.50 for the Casper Balefill Closure, Earthworks, Project No. 17-039.

Meeting Type & Date:
Regular Council Meeting
February 20, 2018

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize an agreement with Dan Hart Patrol Service, LLC (DHPS), for the Casper Balefill Closure, Earthworks, Project No. 17-039, in the amount of $572,602.50. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $27,397.50, for a total contract amount of $600,000.

Summary:
On January 19, 2018, the City of Casper received seven (7) bids for the Casper Balefill Closure, Earthworks, Project No. 17-039. The bids received are as follows:

Contractor	Location	Total Base Bid
Dan Hart Patrol Service, LLC	**Upton, Wyoming**	**$572,602.50**
Wayne Coleman Construction, Inc.	Mills, Wyoming	$595,307.00
Earth Work Solutions	Gillette, Wyoming	$643,499.00
JTL Group Inc., dba Knife River	Casper, Wyoming	$647,744.36
Weeden Construction, LLC	Banner, Wyoming	$658,443.50
Oftedal Construction, Inc.	Casper, Wyoming	$815,747.00
MD Leasing, LLC	Gillette, Wyoming	$881,921.60

The Engineer's Estimate prepared by Solid Waste Professionals of Wyoming (SWPW) was $567,554.60. SWPW is under contract for engineering, design, bidding, construction administration and construction quality assurance for the work of the Casper Balefill Closure,

Earthworks, Project No. 17-039. Construction includes an engineered cap for the previously closed 14 acres to accommodate the new GCCS, drainage provisions, final cover and a vegetative layer. The Agreement with DHPS is for the Earthwork portion of the Casper Balefill Closure Project.

The Balefill was closed in 2009 prior to reaching its permitted capacity as a stop-gap remedy to prevent wastes from being added to the landfill source of groundwater contamination. The Balefill closure cap included a geo-synthetic membrane, drainage provisions, final cover and a vegetative layer. The geo-synthetic membrane was designed to cover 92 acres, excluding the pre-regulated 14 acre area that stopped receiving wastes after 1985.

WDEQ issued a closure permit in 2010 for the Casper Closed Balefill, permit number 10.070, and in 2015, WDEQ approved construction of a Gas Collection and Control System (GCCS) as an additional remedy to reduce landfill gas as a source of groundwater contamination. The GCCS included 14 gas extraction wells in the pre-regulated area and over 100 gas extraction wells over the entire Closed Balefill.

During construction of the GCCS, it was learned the 14 acres without the geo-synthetic membrane did not have adequate cover for the gas extraction wells to effectively draw landfill gas into the GCCS. After learning the 14 acre area had less than 6 inches of sand in some areas, WDEQ recommended the 14 acre area be covered and capped with the same geo-synthetic membrane that covers the remaining 92 acres of the Closed Balefill. A cover and cap in this area will provide a closure cap that meets current landfill regulations and will allow the 14 gas extraction wells to effectively draw landfill gas to insure maximize operational efficiencies.

The work is scheduled to be substantially completed by August 2018.

Financial Considerations:
Funding for this project will be from FY16 Balefill Fund Reserves and will be eligible for 100% reimbursement under the State of Wyoming's landfill remediation program.

Oversight/Project Responsibility:
Alex Sveda, Associate Engineer

Attachments:
Resolution
Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Section 00 52 13)

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "OWNER," and Dan Hart Patrol Services, LLC, 1405 Highway 16, P.O. Box 619, Upton, Wyoming 82730, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the City of Casper desires to close the western portion of the Casper Balefill by excavating, filling and installing a geomembrane for closure of the western-most 14 acres of the Balefill and complete additional ancillary work at the Balefill; and

WHEREAS, Dan Hart Patrol Services, LLC is able and willing to provide those services specified as the CASPER BALEFILL CLOSURE, EARTHWORKS; CITY PROJECT 17-039.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

CONTRACTOR shall perform all the work required by the Contract Documents for completion of the CASPER BALEFILL CLOSURE, EARTHWORKS; CITY PROJECT 17-039, hereinafter referred to as the "WORK".

ARTICLE 2. ENGINEER.

The Project has been designed by Solid Waste Professionals of Wyoming, LLC (SWPW), and SWPW is hereinafter referred to as the "ENGINEER" and "CQA MANAGER;" SWPW will act as the OWNER's Representative, assume all duties and responsibilities, and will have the rights and authority assigned to the ENGINEER and CQA MANAGER in the Contract Documents, respectively, in connection with completion of the WORK in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 Substantial Completion is defined in the General Conditions and includes all earthwork, liner installation, piping, and revegetation.

3.2 The WORK will be Substantially Complete within 90 days of Notice to Proceed date; and ready for final payment in accordance with the General Conditions within 110 days of Notice to Proceed date.

3.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not Substantially Complete by the time specified in Paragraph 3.2 above, plus any extension thereof allowed in

accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not Substantially completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Two Thousand Dollars ($2,000) for each day that expires after the time specified in Paragraph 3.2 for Substantial Completion. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining WORK within the time specified in Paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Dollars ($1,000) for each day that expires after the time specified in Paragraph 3.2 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the WORK in accordance with the Contract documents for this Unit Price Contract, OWNER shall pay CONTRACTOR in current funds a not-to-exceed total contract price of Five Hundred Seventy Two Thousand Six Hundred Two and 50/100 Dollars ($572,602.50), subject to additions and deductions by Change Order approved by the OWNER. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and itemized Unit Prices Form, included in the Bid Documents and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the ENGINEER or CQA MANAGER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER or CQA MANAGER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the WORK measured by the Unit Prices Form provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions. Should amounts owed by the CONTRACTOR to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the CONTRACTOR pursuant to this agreement.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the WORK completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.

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

5.1.3 In the event the CONTRACTOR makes only one application for payment upon substantially completing the WORK, progress payment will be made in an amount equal to ninety five percent (95%) of the WORK completed. OWNER shall withhold five percent (5%) of the WORK completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment, as detailed in Section 01 32 16 of the SPECIFICATIONS.

5.3 Final Payment. Upon final completion and acceptance of the WORK in accordance with Paragraph 14.07 of the General Conditions, ENGINEER or CQA MANAGER shall recommend payment and present CONTRACTOR's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding twenty-five thousand ($25,000.00) Dollars will be retained in an account in the name of the CONTRACTOR (except when specifically waived in writing by CONTRACTOR) which has been assigned to the OWNER until the Contract is completely, satisfactorily, and finally accepted by the OWNER. Unless a depository is designated by the CONTRACTOR in a written attachment hereto, the CONTRACTOR's signature hereon shall act as authority for the OWNER to designate a retainage depository on behalf of the CONTRACTOR, for the purposes specified in Wyoming Statutes Section 16-6-704. The CONTRACTOR's signature hereon shall act as an assignment of the depository account to the OWNER, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the CONTRACTOR or by the OWNER.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, the WORK, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the WORK.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the Site or otherwise affecting cost, progress, or performance of the WORK which were relied upon by ENGINEER in the preparation of the DRAWINGS and SPECIFICATIONS and which have been identified in the Supplementary Conditions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations, and tests and studies as he/she deems necessary for the performance of the WORK at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he/she has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS.

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

8.1 This Agreement (Pages 00 52 13-1 to 00 52 13-6, inclusive).

8.2 Exhibit "A" – Bid Form (BF-1 through BF-4 of the Bid Form and Pages BS-1 through BS-2 of the Bid Schedule.).

8.3 Addenda No.: Addendum No. 1.

8.4 Performance and Payment Bonds.

8.5 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.6 General Conditions (Pages 00700-1 to 00700-42, inclusive).

8.7 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).

8.8 Technical SPECIFICATIONS (Divisions 01, 03, 28, 31, 32, and 33).

8.9 Notice of Award.

8.10 Notice to Proceed.

8.11 Contract DRAWINGS, consisting of 10 sheets, with each sheet bearing the following general title: CASPER BALEFILL CLOSURE, EARTHWORKS; CITY PROJECT 17-039.

8.12 Shop Drawings and other Submittals furnished by CONTRACTOR during performance of the WORK and accepted by the OWNER.

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

8.14 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

*******THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK********

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

DATED this _____day of_____, 2018.

APPROVED AS TO FORM:
(CASPER BALEFILL CLOSURE, EARTHWORKS; CITY PROJECT 17-039)

_____

CONTRACTOR:

ATTEST:

Dan Hart Patrol Services, LLC

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____
Title: Fleur D. Tremel City Clerk

By: _____
Title: Ray Pacheco, Mayor

STANDARD
BID FORM

PROJECT IDENTIFICATION: CASPER BALEFILL CLOSURE, EARTHWORKS; PROJECT NO. 17-039

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bid Documents and to complete all Work as specified or indicated in the Bid Documents for the Contract Price within 90 calendar days of the Notice to Proceed date, and completed and ready for final payment no later than 110 calendar days from the Notice to Proceed date, in accordance with the Bid Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bid Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bid Documents, that:
   A. Bidder has examined copies of all the Bid Documents and of the following addenda (receipt of all which is hereby acknowledged):

      Addendum No. 1 Dated 1/15/2018
      Addendum No. _____ Dated _____

   B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
   C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

TOTAL BASE BID, IN NUMERALS: $ $572,602.50

TOTAL BASE BID, IN WORDS: Five hundred seventy two thousand six hundred two dollars and fifty cents DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bid Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:
   A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
   B. Itemized Bid Schedule.
   C. Copy of Certificate of Residency, if Bid as a resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Dan Hart Patrol Service, LLC
P.O. Box 619
Upton, WY 82730

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bid Documents.

Submitted on January 19, 2018.

Bidder is Bid as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____
_____
_____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

_____
(General Partner)

Business Address: _____
_____
_____

Phone Number: _____

IF BIDDER IS:

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Dan Hart Patrol Service, LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Steven Gerber, Managing Member (seal)
(Title)

(Seal)

Attest:

Business Address: 1405 Highway 16 P.O. Box 619
Upton, WY 82730

Phone Number: 307-468-2679

A JOINT VENTURE

By: _____ (seal)
(Name)

_____
(Address)

By: _____ (seal)
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

RESOLUTION NO. 18-32

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DAN HART PATROL SERVICE, LLC, CASPER BALEFILL CLOSURE, EARTHWORKS, PROJECT NO. 17-039.

WHEREAS, the City of Casper desires to close the pre-regulated 14 acre area of the Balefill at the City of Casper Solid Waste Management Facility in accordance with WDEQ-SHWD (Wyoming Department of Environmental Quality Solid and Hazardous Waste Division) permit provisions; and,

WHEREAS, Dan Hart Patrol Service, LLC, is able and willing to provide those services, specified as Casper Balefill Closure, Earthworks, Project No. 17-039; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than 30 days, dollar amount changes no greater than $20,000 and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Dan Hart Patrol Service, LLC for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Five Hundred Seventy Two Thousand Six Hundred Two and 50/100 Dollars ($572,602.50), and Twenty Seven Thousand Three Hundred Ninety Seven and 50/100 Dollars ($27,397.50) for a construction contingency account, for a total price of Six Hundred Thousand and 00/100 Dollars ($600,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than 30 days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars ($20,000), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

Walter Trembath

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

Dan Hart Patrol Service, LLC
Casper Balefill Closure, Earthworks
Project No. 17-039

January 24, 2018

MEMO TO: J. Carter Napier City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Transmission Distribution Services in the amount of $154,585, for the 2018 Pedestrian Pathways, Project No. 18-012.

Meeting Type & Date:
Regular Council Meeting
February 20, 2018

Action Type
Resolution

Recommendation:
That Council, by resolution, authorize an agreement with Transmission Distribution Services in the amount of $154,585, for the 2018 Pedestrian Pathways, Project No. 18-012. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $15,000, for a total project amount of $169,585.

Summary:
On Wednesday, January 24, 2018, eight (8) bids were received for the 2018 Pedestrian Pathways, Project No. 18-012. The bids received for this work are as follows:

CONTRACTOR	BUSINESS LOCATION	BASE BID
Transmission Distribution Services	**Glenrock, Wyoming**	**$154,585.00**
Treto Construction	Casper, Wyoming	$177,650.00
Redline Custom Concrete	Bar Nunn, Wyoming	$181,988.00
Powder River Construction	Gillette, Wyoming	$197,850.00
Knife River	Casper, Wyoming	$203,011.25
Granite Peak Construction	Casper, Wyoming	$254,192.15
Grizzly Excavating	Casper, Wyoming	$258,850.00
Andreen-Hunt	Casper, Wyoming	$281,550.00

The project consists of installing approximately 3,000 lineal feet of concrete pedestrian pathways. A section of pathway will be replaced from Crossroads Park to the Events Center. A new pathway will be added at Mike Sedar Park to improve connectivity to the shelter and play equipment. Existing pathways at Long Park will also be replaced. The completion date for the project is June 30, 2018.

This project was originally bid and awarded in the spring of 2017. Full Contact Concrete was the low bidder and failed to execute the contract documents and the contract was rescinded by Council in August 2017. The funds were reallocated to the project for construction in 2018.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations:
Funding for this project will be from Budgeted One Cent #13 and One Cent #15 Optional Sales Tax Funds.

Oversight/Project Responsibility:
Andrew Colling, Engineering Tech

Attachments:
Resolution
Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Transmission Distribution Services, 109 North 4th Street, PO Box 716, Glenrock Wyoming 82637, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install pedestrian pathways at various locations throughout the city and,

WHEREAS, Transmission Distribution Services is able and willing to provide those services specified as the 2018 Pedestrian Pathways Project No. 18-012.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2018 Pedestrian Pathways Project No. 18-012, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by June 30, 2018 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by July 14, 2018.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars ($500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for

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

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Fifty-Four Thousand Five Hundred Eighty-Five Dollars ($154,585) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

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

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding $25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

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

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

7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).

8.2 Joint Account Agreement or Letter of Forfeiture waiving same.

8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).

8.4 Addenda No. (0).

8.5 Performance and Payment Bonds.

8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).

8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).

8.9 General Requirements, consisting of seven (7) sections.

8.10 Special Provisions consisting of three (3) sections.

8.11 Notice of Award.

8.12 Notice to Proceed.

8.13 Minutes of the Pre-Bid Conference, if any.

8.14 Contract Drawings, with each sheet bearing the following general title:

2018 Pedestrian Pathways Project No. 18-012

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

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

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2018.

APPROVED AS TO FORM:

Walter Trembath III

CONTRACTOR:

Transmission Distribution Services

ATTEST:

By: _____

Title: _____

By: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____
Fleur D. Tremel
Title: City Clerk

By: _____
Ray Pacheco
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
2018 Pedestrian Pathways
Project No. 18-012

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by June 30, 2018, and completed and ready for final payment not later than July 14, 2018 in accordance with the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

   A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

   Addendum No. _____ Dated _____
   Addendum No. _____ Dated _____

   B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

   C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

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

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

TOTAL BASE BID, IN NUMERALS: $ 154585

TOTAL BASE BID, IN WORDS: one hundred fifty four thousand five hundred eighty five DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

   A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

   B. Itemized Bid Schedule.

   C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Transmission Distribution Services
Po Box 716
Glenrock Wy 82637

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on January 24, 2018.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____
_____
_____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

_____
(General Partner)

Business Address: _____
_____
_____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Transmission Distribution Services (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Jamella Stuart (seal)
President
(Title)

(Seal)

Attest: Robert Stuart CEO

Business Address: 109 N 4th
PO Box 716
Glenrock, Wy 82637

Phone Number: 307-436-9605

A JOINT VENTURE

By: _____ (seal)
(Name)

_____
(Address)

By: _____ (seal)
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

ITEMIZED BID SCHEDULE

2018 PEDESTRIAN PATHWAYS PROJECT NO. 18-012

ABBREVIATIONS

LS = LUMP SUM SY = SQUARE YARD SF = SQUARE FOOT LF = LINEAL FOOT EA = EACH

ITEM NO.	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
1	2,750	LF	10' Wide Concrete Pathway w/Basecourse for fifty Dollar(s) and zero Cent(s) per lineal foot.	50	00	137500	00
2	225	LF	6' Wide Concrete Pathway w/Basecourse for thirty three Dollar(s) and zero Cent(s) per lineal foot.	33	00	7425	00
3	250	LF	5' Wide Concrete Pathway w/Basecourse for thirty Dollar(s) and zero Cent(s) per lineal foot.	30	00	7500	00
4	60	LF	Concrete Curbwalk w/Basecourse for thirty six Dollar(s) and zero Cent(s) per square foot.	36	00	2160	00
			TOTAL BASE BID (Addition of Items 1 - 4)			154585	00

Bid Submitted By: Transmission Distribution Services

(Name of individual, partnership, corporation or LLC, or joint venture)

BS -1 of 1

RESOLUTION NO. 18-33

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRANSMISSION DISTRIBUTION SERVICES FOR THE 2018 PEDESTRIAN PATHWAYS PROJECT NO. 18-012.

WHEREAS, the City of Casper desires to install pathways at various locations for the 2018 Pedestrian Pathways Project; and,

WHEREAS, Transmission Distribution Services is able and willing to provide those services specified as 2018 Pedestrian Pathways, Project No. 18-012; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Fifteen Thousand Dollars ($15,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Transmission Distribution Services, for those services, in the amount of One Hundred Fifty-Four Thousand Five Hundred Eighty-Five Dollars ($154,585.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Fifty-Four Thousand Five Hundred Eighty-Five Dollars ($154,585.00), and Fifteen Thousand Dollars ($15,000.00) for a construction contingency account, for a total project amount of One Hundred Sixty-Nine Thousand Five Hundred Eighty-Five Dollars ($169,585.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Fifteen Thousand Dollars ($15,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

Walter Trembath III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

January 22, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, Public Services Director

SUBJECT: License Agreement with Advanced Communications Technology, Inc.
Installation of Buried Fiber Optic Cable Infrastructure

Meeting Type & Date
Regular Council Meeting
February 20, 2018

Action Type
Resolution

Recommendation
That Council, by resolution, authorize a license agreement with Advanced Communications Technology, Inc. (ACT), to install buried fiber optic cable infrastructure within City-owned property.

Summary
ACT requests the City's permission to install underground fiber optic cable infrastructure within City property. Installation will occur along the access road between North Poplar Street and the North Platte Park water tank, near the Casper Events Center. The fiber optic line will connect to an existing communications tower at the tank site. Provisions in the license agreement call for ACT to be responsible for all costs associated with construction and maintenance of the facilities and appurtenances, and restoration of the property should the license agreement be revoked.

Financial Considerations
Payment of a $5,000 annual fee from ACT to the City of Casper under the terms of a previously executed License Agreement.

Oversight/Project Responsibility
Andrew Beamer, Public Services Director

Attachments
Resolution
Revocable License Agreement

REVOCABLE LICENSE AGREEMENT
BETWEEN
ADVANCED COMMUNICATIONS TECHNOLOGY, INC. (ACT)
AND
CITY OF CASPER
FOR
INSTALLATION OF BURIED FIBER OPTIC CABLE INFRASTRUCTURE

The CITY OF CASPER, WYOMING, 200 North David, Casper, Wyoming, hereinafter called the "Licensor," HEREBY GRANTS A REVOCABLE LICENSE to ADVANCED COMMUNICATIONS TECHNOLOGY, INC. (ACT), 290 N. Brooks Street, Sheridan, Wyoming 82801, hereinafter called the "Licensee," to construct, alter, operate, maintain, inspect, repair, replace, and remove underground fiber optic cable infrastructure, hereinafter called the "Facility," located upon the following-described land situated in the City of Casper, County of Natrona, State of Wyoming, to-wit:

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

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

THIS LICENSE is subject to the following conditions:

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

2. Licensee hereby acknowledges the title of Licensor to the above described licensed premises, and agrees never to sell, resist, deny or encumber any such title.

3. Licensee agrees to indemnify the Licensor, its elected officials, appointed officials, employees, and duly authorized agents against, and save them harmless from, all liability for damages to property, or injury to, or death of, persons, including the Licensor, its agents and employees, and including all costs and expenses incident thereto arising wholly or in part from, or in conjunction with, existence, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use, or removal of the said Facility, to the extent such damage or injury is caused by the acts of Licensee, its agents or employees.

4. The Licensor reserves the right to use, occupy, and enjoy the Facility in such a manner and at such times as it shall desire, the same as if this instrument had not been executed by them. If any such use shall, at any time, necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee within a reasonable time at the sole expense of said Licensee, upon the demand of the Licensor and the Licensor shall not be liable to said Licensee on-account thereof, or on account of any damage growing out of any use which the Licensor may make of its Facility. In addition to its right to revoke this License for cause, the Licensor shall have the right, at any time, to revoke this License without cause upon giving of **not less than sixty (60) days** notice in writing to the said Licensee, and at the expiration of the time limited by said notice or upon the express revocation of this License for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the City Council, through the City Manager, remove the Facility and each and every part thereof hereby authorized, from the licensed premises and leave said premises in the same condition in which it was before the installation of the Facility. If the Facility, or any portion thereof, is not removed within sixty (60) days of the receipt of the notice, or such additional time as may be granted in writing by the Licensor, then the Facility, or any part thereof, shall be considered to be abandoned and shall become the property of the Licensor. Upon the refusal or failure of Licensee to remove the Facility, when directed, the Licensor may remove said Facility, and each and every part thereof, and restore the premises to the same condition as before the granting of this License and the Licensee hereby agrees to pay the Licensor the cost of said removal of the Facility or any part thereof.

5. In the event the Facility is conveyed to another party, this License may also be assigned to said party, and upon said assignment said party shall become entitled to all of the rights and privileges granted and shall assume all of the obligations and duties herein provided.

6. This License is granted to Licensee subject to all existing easements, rights-of-way, covenants, restrictions and reservations.

7. LICENSOR DOES NOT WARRANT OR REPRESENT THAT THE PREMISES ARE SAFE, HEALTHFUL, OR SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE PERMITTED TO BE USED UNDER THE TERMS OF THIS LICENSE, AND LICENSEE ACCEPTS THE LICENSED PREMISES "AS IS".

8. GOVERNMENTAL CLAIMS ACT

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

9. This Agreement contains the entire contract between the parties hereto, the terms hereof may not be modified in any respect whatsoever unless in writing by both parties under the signature of the duly authorized representative of Licensor.

IN WITNESS WHEREOF, the CITY OF CASPER, WYOMING, has caused this License to be executed on the ____ day of _____, 2018.

APPROVED AS TO FORM:
(ACT Underground Fiber Optic Cable Infrastructure)

Walter Trembl

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

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

WITNESS:

Cheryl Jackson

Advanced Communications
Technology, Inc. (ACT)

Aaron Sopko
General Manager

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me on the _____ day of _____ _____, 2018, by Ray Pacheco, as the Mayor of the City of Casper, Wyoming.

_____
Notary Public

My commission expires: _____

STATE OF Wyoming)
) ss.
COUNTY OF Sheridan)

The foregoing instrument was acknowledged before me on the 16th day of January _____, 2018, by Aaron Sopko as the General Manager of ACT.

Cheryl Jackson
Notary Public

My commission expires: 6-7-2021

CHERYL JACKSON - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires 6-7-21

EXHIBIT A

WLC
ENGINEERING · SURVEYING · PLANNING
WWW.WLCWYO.COM

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

November 8, 2017

Advanced Communications Technologies
290 N. Brooks St.
Sheridan, WY 82801

W.O. No.: 16398

Description: (5' Wide Licensed Premises-City of Casper)

A Parcel and Strip being 5 feet in width located in and being a portion of the SW1/4NE1/4 and the SE1/4NE1/4, Section 32, Township 34 North, Range 79 West, of the Sixth Principal Meridian, Natrona County, Wyoming, lying 2.5 feet parallel and perpendicular on each side of the centerline being more particularly described as follows:

Beginning at the most westerly end of the centerline of said Parcel and Strip and a point in said SW1/4NE1/4, Section 32, and from which point the northeast corner of said SW1/4NE1/4, Section 32, bears N.18°46'33"E., 684.99 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip, in said SW1/4NE1/4, Section 32, N.56°45'45"E., 146.90 feet to a point; thence continuing along said centerline, N.49°54'51"E., 93.02 feet to a point; thence continuing along said centerline, into said SE1/4NE1/4, Section 32, N.32°41'14"E., 61.22 feet to a point; thence continuing along said centerline, N.50°52'19"E., 41.80 feet to the most easterly end of said Parcel and Strip and Point of Terminus, and from which point the northwest corner of said SE1/4NE1/4, Section 32, bears N.5°11'09"W., 431.99 feet, and said Parcel and Strip containing 0.039 acres, more or less, as set forth by plat attached hereto.

EXHIBIT B

WLC ENGINEERING, SURVEYING AND PLANNING

200 PRONGHORN STREET, CASPER, WYOMING 82601

FOR

Client ACT Address 290 N. BROOKS STREET

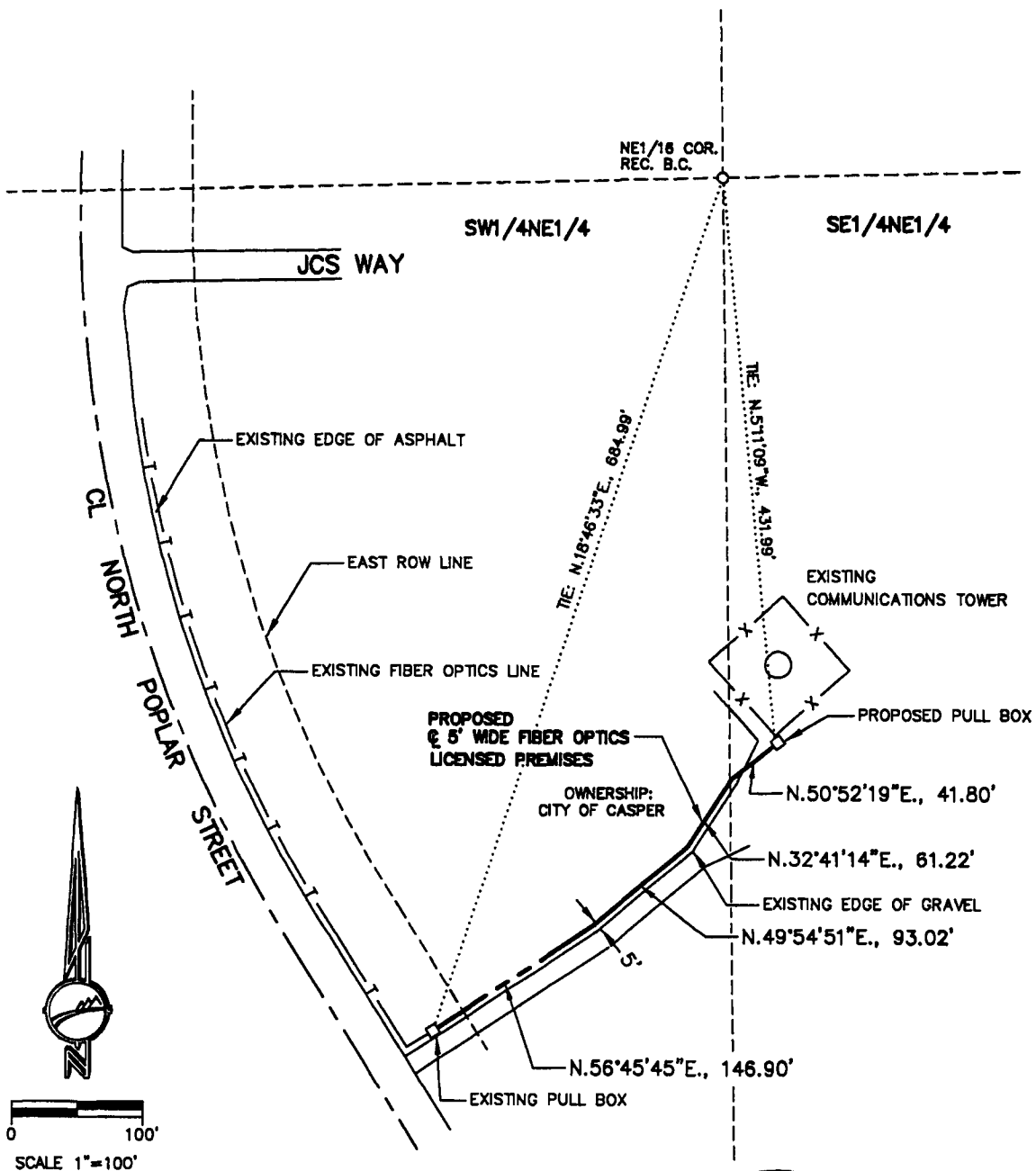
City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

SW1/4NE1/4 & SE1/4NE1/4 Section 32, T. 34 N., R. 79 W., 6th Principal Meridian, Wyoming

Lot _____ Block _____ Subdivision _____

City CASPER County NATRONA State WYOMING



BASIS OF BEARING
STATE PLANE COORDINATES NAD83/86
EAST CENTRAL ZONE
GROUND DISTANCES–US SURVEY FOOT.

FOOTAGE 342.94'
RODDAGE 20.78
MILEAGE 0.065
ACREAGE 0.039

Professional Land Surveyor
Steven J. Granger
15092
Date 11/8/17
WYOMING

Date: 11/8/17
W.O. No. 16398
Drwn By: SJG
Acad File: ACT 16398

RESOLUTION NO. 18-34

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH ADVANCED COMMUNICATIONS TECHNOLOGY, INC., TO INSTALL BURIED FIBER OPTIC CABLE INFRASTRUCTURE WITHIN CITY-OWNED PROPERTY.

WHEREAS, Advanced Communications Technology, Inc. (ACT), has requested permission from the City to use City property for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing underground fiber optic cable infrastructure along an access road between North Poplar Street and the North Platte Park water tank; and,

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

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

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Ray Pacheco
Mayor

January 29, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Cynthia M. Langston, Solid Waste Division Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Global Packaging Solutions, LLC, in the amount of $219,520 for the 2018 Solid Waste Baler Bag Procurement, Project No. 18-013.

Meeting Type & Date:
Regular Council Meeting
February 20, 2018

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize an agreement with Global Packaging Solutions, LLC, for the 2018 Solid Waste Baler Bag Procurement, Project No. 18-013, in the amount of $219,520.

Summary:
On January 25, 2018, the City of Casper opened bids from two (2) contractors for procurement of bags for the baler at the Solid Waste facility. The bids are summarized in the table below:

CONTRACTOR	BUSINESS LOCATION	BASE BID
Global Packaging Solutions, LLC	**Valley Stream, NY**	**$219,520**
Accent Packaging, Inc.	Tomball, TX	$263,900

The Engineer's Estimate, prepared by City Engineering was $275,000. The total base bid includes the price for one-year. The Contractor shall procure 64,000 baler bags for the Casper Solid Waste Facility. Global Packaging Solutions, LLC, submitted the low total cost base bid of $219,520. Staff recommends awarding a contract to Global Packaging Solutions, LLC.

Financial Considerations:
Funding for the project is from the operating supplies account of the Balefill Fund.

Oversight/Project Responsibility:
Alex Sveda, Associate Engineer

Attachments:
Resolution
Agreement

STANDARD
PROCUREMENT AGREEMENT
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this _____ day of _____, 2018, between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Global Packaging Solutions, LLC, 70 East Sunrise Highway, Suite 611, Valley Stream, New York 11581

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

2018 SOLID WASTE BALER BAG PROCUREMENT
PROJECT NO. 18-013

The following special services are required: Provide specific items identified in Exhibit "A" - Bid Form.

ARTICLE 2. ENGINEER.

The Goods have been specified by the City of Casper Engineering Office, 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:

Casper Solid Waste Facility
1886 North Station Rd.
Casper, WY 82601

Submittals of bag samples from each shipment are to be delivered to Owner's Testing Agency (see Special Provisions for address and contact information).

Specification sheets shall be delivered to Engineer via email at asveda@cityofcasperwy.com.

ARTICLE 4. CONTRACT TIME.

4.1 Procurement Deliveries: The first shipment shall be delivered on or within ninety (90) calendar days from the date of the Notice to Proceed. All ensuing shipments shall be delivered on or within ninety (90) days following the date of the previous shipment. Please see Special Provisions for other requirements.

Submittals: Specification sheets shall be delivered to Engineer within fourteen (14) calendar days after the date of the Owner's Notice of Award. Contractor, at their own expense, must provide and deliver, to Owner's point of delivery, twenty-eight (28) bags that are intended for Owner's inspection and shall meet the bag specifications outlined in the Special Provisions of the Procurement Documents within thirty (30) calendar days after the date of the Owner's Notice of Award. Two (2) bag samples from each shipment, as required by the Special Provisions of the Procurement Documents, shall be delivered to Owner's Testing Agency at Contractor's expense for review and approval within thirty (30) calendar days before the due date of delivery of each shipment.

4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance of delivery on, or within the periods set forth in Paragraph 4.1 above and the Special Provisions of the Procurement Documents.

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 Two Hundred Dollar(s) ($200.00) for each day that expires after the time specified in Paragraph 4.1 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 Two Hundred Nineteen Thousand Five Hundred Twenty and 00/100 Dollars ($219,520.00).

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. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. 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-6, inclusive).

9.2 Exhibit "A" - Bid Form (BF-1 through BF-3), and the Bid Schedule (BS – Page 1 of 1).

9.3 Addenda Number: Addenda Numbers 1, 2 and 3.

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

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

9.6 Procurement Specifications bearing the title "2018 SOLID WASTE BALER BAG PROCUREMENT PROJECT NO. 18-013", the contents as listed in the Table of Contents thereof.

9.7 Notice of Award.

9.8 Documentation submitted by Contractor prior to Notice of Award.

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

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

9.11 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.

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.

DATED this _____ day of _____, 2018.

APPROVED AS TO FORM:
(2018 SOLID WASTE BALER BAG PROCUREMENT PROJECT NO. 18-013)

_____

CONTRACTOR:

ATTEST:

Global Packaging Solutions

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____
Fleur D. Tremel
Title: City Clerk

By: _____
Ray Pacheco
Title: Mayor

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

PROJECT IDENTIFICATION: **City of Casper**
2018 Solid Waste Baler Bag Procurement, No. 18-013

THIS BID SUBMITTED TO: City of Casper
Public Services Department
Solid Waste Division
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with the City in the form included in the Procurement Documents and to furnish the Goods as specified or indicated in the Procurement Documents for the Contract Price, within the Contract Time, in accordance with the Procurement Documents, and with Article 4 of the Procurement Agreement.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Procurement Documents and submit the other documents required by the Procurement Documents within thirty (30) days after the date of Owner's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Procurement Agreement, that:

   A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

   Addendum No. 1 Dated 12/29/17 DZW

   Addendum No. 2 Dated 1/5/18 DZW

   Addendum No. 3 Dated 1/15/18 DZW

   B. Bidder has examined the site and locality where the Goods are to be furnished, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or furnishing the Goods and has made such independent investigations as Bidder deems necessary;

   C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person or business entity; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person or business entity to refrain from bidding; and Bidder has not sought by

collusion to obtain for himself any advantage over any other Bidder or over the City; and,

5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS: (from Bid Schedule Page 1 of 1) $219,520 00/xx

TOTAL BASE BID, IN WORDS: Two hundred nineteen thousand five hundred twenty DOLLARS

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.

8. Communications concerning this Bid shall be addressed to:

Address of Bidder: Global Packaging Solutions, LLC
70 East Sunrise Highway, Suite 611
Valley Stream, NY 11581

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on January 25, 2018.

IF BIDDER IS:

AN INDIVIDUAL

By: _____(seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____(seal)
(Firm's Name)

_____
(General Partner)

Business Address: _____
_____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: _____(seal)
(Name)

_____
(State of Incorporation or Organization)

By: _____(seal)

_____
(Title)

(Seal)

Attest:
Business Address: _____
_____

Phone Number: _____

A JOINT VENTURE

By: _____(seal)
(Name)

_____
(Address)

By: _____(seal)
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

2018 Solid Waste Baler Bag Procurement
PROJECT 18-013
BID SCHEDULE

BID ITEM		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Baler Bag Procurement	LS	1	$ 3.43	$219,520.00
				TOTAL BASE BID:	$219,520.00
TOTAL BASE BID IN WORDS	Two hundred nineteen Thousand Five hundred Twenty 00/XX				

Note: Bag @100GSM - $3.43 per bag for 64,000 BAGS.

This bid submitted by: Global Packaging Solutions, LLC
(Individual, Partnership, Corporation, or Joint Venture Name)

RESOLUTION NO. 18-35

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GLOBAL PACKAGING SOLUTIONS, LLC, FOR THE 2018 SOLID WASTE BALER BAG PROCUREMENT.

WHEREAS, the City of Casper desires to procure baler bags for the Casper Regional Landfill; and,

WHEREAS, Global Packaging Solutions, LLC (GPS) is able and willing to provide those services specified as the 2018 Solid Waste Baler Bag Procurement, Project No. 18-013; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars $20,000 and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with GPS, for those services, in the amount of Two Hundred Nineteen Thousand Five Hundred Twenty and 00/100 Dollars ($219,520.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Nineteen Thousand Five Hundred Twenty and 00/100 Dollars ($219,520.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars ($20,000), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:
(2018 Solid Waste Baler Bag Procurement, Project No. 18-013)

Walter Tremel III

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

January 30, 2018

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Tim Cortez, Parks and Recreation Director
Dan Coryell, Parks Manager

SUBJECT: Assignment and Assumption of the Lease Agreement from C & R Enterprise, to Cowboy Smokehouse for the food and beverage operation at the 19th Hole Restaurant.

Meeting Type & Date
Regular Council Meeting
2/20/18

Action type
Resolution

Recommendation
That Council, by resolution, authorize the Assignment and Assumption of the Lease Agreement from C & R Enterprise to Cowboy Smokehouse for the food and beverage operation at the 19th Hole Restaurant.

Summary
Razi Saydjari is the owner of C & R Enterprise and Patrick Munsell was the COO. Together they operated and managed the food and beverage sales at the 19th hole restaurant at the Casper Municipal Golf Course. Mr. Saydjari wants to focus more on other operations and has voluntarily withdrawn from the lease agreement. Mr. Munsell has created a new company called Cowboy Smokehouse, LLC. and desires to continue services at the 19th hole.
An Assignment and Assumption of the Lease Agreement will ensure services are not interrupted for the remainder of the Lease. The assignment of the lease will expire at midnight on March 31st, 2018. A new lease will be presented at that time.

Financial Considerations
Same terms and conditions as original Lease Agreement.

Oversight/Project Responsibility
Dan Coryell, Parks Manager
Jason Ostlund, Golf Superintendent

Attachments
Resolution
Assignment and Assumption of Lease Agreement

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this "**Agreement**"), dated as of _____, ____, 2018 is between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation having an address of 200 North David St, Casper, Wyoming 82601 ("**Lessor**").

2. C & R Enterprise a Wyoming Limited Liability Corporation, having an address of PO Box 2572 Mills, Wyoming 82644 ("**Lessee**" or "**Assignor**")

3. Cowboy Smokehouse, LLC, DBA 19th Hole Restaurant & Bar, having an address of PO Box 2572 Mills, Wyoming 82644 ("**Assignee**").

RECITALS

A. Assignor is presently the holder of the Lessee's interest under the provisions of a *Lease Agreement for the Operation of the 19th Hole Restaurant at the Casper Municipal Golf Course* (the "**Lease**"), under which Assignor is leasing from the Lessor the second floor of the building located at 2120 Allendale Boulevard in Casper, Wyoming. The Lease Term commenced on July 5, 2017, and terminates on March 31, 2018. A true and complete copy of the Lease and all Exhibits thereto is attached to this Agreement as Exhibit "A" hereto and by this reference made an integral part of this Agreement for all purposes.

B. Assignor wants to, as of the Effective Date, assign all of its right, title, and interest in and to the Lease to Assignee provided Lessor consents to this Agreement and Assignee agrees to assume and be fully responsible for all the obligations of Assignor, as Lessee under the Lease, from and after the Effective Date. Assignee is willing to accept Assignor's assignment to it of the Lease and to assume all of Assignor's obligations as Lessee under the Lease from and after the Effective Date for the remainder of the Lease Term.

C. Lessor is willing to enter into this Agreement to grant its prior written consent to Assignor's assignment of the Lease to Assignee, as provided in Section 10 (Sublease Assignment) of the Lease.

D. Accordingly, Assignor, Assignee, and Lessor want to execute and enter into this Agreement in order to evidence and accomplish the purposes set forth in the above Recitals as of the Effective Date.

NOW THEREFORE, for and in consideration of the foregoing Recitals, and the mutual covenants contained herein, and for such other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby expressly acknowledged by each of

Assignor, Assignee, and Lessor, and intending to be legally bound hereby, Assignor, Assignee, and Lessor do hereby specifically covenant and agree as follows:

1. Assignment. Assignor hereby assigns, conveys, transfers, and sets over unto Assignee, all of Assignor's right, title, and interest, as Lessee, in, to, and under the Lease, expressly subject to the rights and privileges of Lessor under the Lease.

2. Assumption. Assignee hereby assumes and agrees to pay, perform, fulfill, and comply with all covenants and obligations (including, without limitation, all rent covenants) to be paid, performed, fulfilled, or complied with by Assignor, as Lessee, under the Lease arising from and after the Effective Date of this Agreement.

3. Liability.

(a) It is specifically agreed between Assignor and Assignee that Assignee shall be responsible to Lessor under the Lease for the discharge and performance of any and all duties and obligations to be performed and/or discharged by the Lessee under the Lease arising from and after (but not prior to) the Effective Date of this Agreement.

(b) It is specifically agreed between Assignor and Assignee that Assignor and Assignee shall remain fully and jointly liable to Lessor for the performance of all of the terms, covenants, and conditions to be performed and/or discharged by the Lessee under the Lease arising prior to (but not from and after) the Effective Date of this Agreement.

4. Assignor Representations and Warranties. Assignor represents and warrants to Assignee that:

(a) Assignor's right, title, and interest in and to the Lease is free of any and all liens, charges, or encumbrances of any kind or nature whatsoever.

(b) There are no leases, subleases, tenancies, licenses, or other rights of occupancy or use of any portion of the Premises other than the Lease.

(c) Assignor has not previously assigned, transferred, or conveyed all or any part of its right, title or interest under the Lease to any other Person.

(d) The Lease is valid and subsisting and in full force and effect in accordance with its terms.

(e) The copy of the Lease attached hereto as Exhibit "A" is correct and complete and has not been further modified or amended.

(f) To the Assignor's knowledge, neither Assignor nor Lessor is in default under any material provision of the Lease, and no event has occurred, which with the passage of time or the giving of notice, or both, would constitute a default by Assignor.

(g) Assignor has performed all obligations (including to the best of its knowledge, repair obligations) that it has under the Lease that have accrued as of the Effective Date.

(h) Assignor has no management, service, equipment, supply, maintenance, concession, or other agreements with respect to or affecting the Leased Premises which will be binding upon Assignee after the Effective Date.

(i) All licenses or permits that Assignee is required to hold immediately after the Effective Date to lawfully operate the Premises are issued and in good standing, and the same are being concurrently assigned, to the extent assignable, and/or delivered to Assignee as of the Effective Date.

(j) To the Assignor's knowledge, neither Assignor, the Lessor or any prior owner of the Leased Premises has disposed of or released any hazardous substance, contaminant, or pollutant on or in the Premises, including any release from an underground storage tank on the Premises, liability for abatement or cleanup of which may be imposed on Assignor under any applicable law, ordinance, or regulation. Assignor will indemnify, defend, and hold Assignee harmless from and against any loss, cost, damage, or expense, including reasonable attorneys' fees, if the Premises fail to comply with applicable laws, ordinances, and regulations respecting underground storage tanks, if that noncompliance existed before the Effective Date, and if Assignor had the obligation to remedy the same, either under the Lease or as a matter of law.

(k) No litigation or proceeding is pending or, to Assignor's knowledge, threatened, relating to Assignor or the Premises, or any part thereof, or, to Assignor's knowledge, to Lessor, which could have an adverse effect on title to or the use and enjoyment or value of the Premises or Assignor's right, title, and interest in and to the Lease, or which could in any way interfere with the consummation of this Agreement. No claims are pending against Assignor by any patron or other user of the Premises, or by any other Person, for which Assignee or the Premises may be liable after the Effective Date.

(l) During the Lease Term, Assignor has maintained the liability insurance required by the Lease.

5. Lessor's Consent to Assignment and Release of Assignor from Lessee's Obligations under the Lease From and After the Effective Date. Lessor, by its execution below, hereby expressly consents to the assignment of the Lease by Assignor to Assignee, and the assumption by Assignee of Assignor's interest in the Lease, as set forth in Section 1 and Section 2 of this Agreement. Further, Lessor hereby expressly releases Assignor from any and all covenants and obligations of the Lessee under the lease to be paid, performed, fulfilled, or complied with by the Lessee under the Lease arising from and after the Effective Date of this Agreement. It is expressly provided, however, that:

(a) Such consent will not release Assignor from any obligations accruing or arising under the Lease prior to the Effective Date of this Agreement;

(b) The consent to this Agreement shall not be deemed to be consent by Lessor to any subsequent assignment, sublease, subcontract, license, or other transfer of the Lease or any rights, responsibilities, obligations, interests, or benefits thereunder, except as otherwise expressly provided by the terms of Section 10 (Sublease Assignment) of the

Lease;

(c) This consent by Lessor shall not be valid or effective unless and until this Agreement has been fully executed by Assignor, Assignee, and Lessor;

(d) This consent of Lessor shall not be construed to modify, waive, or affect any of the terms, conditions, provisions, or agreements of the Lease, or any rights of Lessor under the Lease, or to enlarge or increase the obligations of Lessor under the Lease as currently stated; and

(e) Under no circumstances shall Lessor be liable for any brokerage commission(s) or any other charge or expense in connection with this consent or this Agreement whatsoever. By their acceptance of this consent, Assignor and Assignee each hereby jointly and severally agree to indemnify, defend, and hold Lessor harmless from and against the same, and against any cost or expense (including, but not limited to, reasonable attorneys' fees and court costs) incurred by Lessor in resisting any claim for any such brokerage commission.

6. Lessor Estoppel. Lessor hereby ratifies and confirms all of the terms, covenants, and conditions of the Lease and acknowledges that the Lease shall continue to remain in full force and effect in all respects from and after the assignment of the Lease from Assignor to Assignee, and that Lessor knows of no defenses, offsets, credits, or claims against Assignor pursuant to the terms, covenants, and conditions of the Lease. Lessor acknowledges and agrees that, to its knowledge, Assignor is not in default of any obligations under the Lease prior to the Effective Date of this Agreement.

7. Miscellaneous.

(a) Authority. Each party to this Agreement represents and warrants to the other parties to this Agreement that it is duly authorized to enter into this Agreement and/or to execute the applicable assignment, assumption, and/or consent provisions set forth herein and perform its respective obligations hereunder without the consent or approval of any other person or party, and that the person signing this Agreement on its respective behalf is duly authorized to sign on behalf of such party.

(b) Disclaimer. The transfer and assignment set forth herein is made by Assignor without any express or implied representation or warranty of any kind or nature, except as expressly set forth in this Agreement.

(c) No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any Person, other than the named parties to this Agreement, any rights, remedies, obligations, or liabilities.

(d) Binding Effect and Interpretation. This Agreement shall be binding upon and inure to the benefit of Assignor, Assignee, and Lessor and their respective successors and permitted assigns. Assignor, Assignee, and Lessor understand, agree and acknowledge that (i) this Agreement has been freely negotiated by all of the parties hereto; and (ii) in any controversy, dispute, or contest over the meaning, interpretation, validity, or

enforceability of this Agreement, or any of its terms or conditions, there shall not be any inference, presumption, or conclusion drawn whatsoever against any party by virtue of that party having drafted this Agreement, or any portion thereof.

8. Entire Agreement. This Agreement, together with the Lease and Landlord Consent to Assignment, represents the entire understanding and agreement between Assignor, Assignee, and Lessor with respect to the subject matter hereof, and no amendment or modification of this Agreement shall be effective unless it is set forth in a writing specifically stating that it is intended to be an amendment hereof, specifying what provision hereof is being amended thereby, and signed by each of Assignor, Assignee, and Lessor.

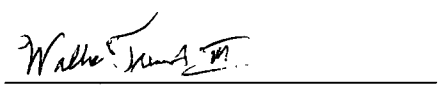
9. Severability. If any term or provision of this Agreement is invalid, illegal, or incapable of being enforced by virtue of any federal or state law, or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the legal substance of the transaction contemplated hereby is not affected in any manner materially adverse to any of the parties to this Agreement. Upon such determination that any such term or provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wyoming without giving effect to any choice or conflict of law provision or rule (whether of the State of Wyoming or any other jurisdiction).

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

IN WITNESS WHEREOF, Assignor, Assignee, and Lessor have duly executed this Agreement as of the date first above written.

APPROVED AS TO FORM:



City Attorney

LESSOR:
CITY OF CASPER, WYOMING
A Wyoming Municipal Corporation

Ray Pacheco
Mayor

ATTEST:

Fleur D. Tremel
City Clerk

ASSIGNOR:
C & R Enterprise
A Wyoming Limited Liability Corporation

By: _____

Printed Name: RAZI SAXDJAZI

Title: Managing Member.

ASSIGNEE:
Cowboy Smokehouse, LLC, DBA 19th Hole Restaurant & Bar

By: _____

Printed Name: Patrick Munsell

Title: Owner

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of February, 2018, by Ray Pacheco, as the Mayor of the City of Casper, Wyoming, a Wyoming Municipal Corporation, for and on its behalf.

Witness my hand and official seal.

_____
Notary Public

My commission expires:

_____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 1st day of February, 2018, by RAZI SAUDJARI as the OWNER of C & R Enterprise, a Wyoming Limited Liability Corporation, for and on its behalf.

Witness my hand and official seal.

Mary Carolyn Garner
Notary Public

My commission expires:

Aug. 16, 2021

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 31ST day of JANUARY 2018, by PATRICK MUNSELL, as the OWNER of Cowboy Smokehouse, LLC, DBA 19th Hole Restaurant & Bar, for and on its behalf.

Witness my hand and official seal.

Carol A. Leslie
Notary Public

My commission expires:

SEPT. 29, 2019

MY COMMISSION EXPIRES 29 Sept 2019
NOTARY PUBLIC
CAROL A. LESLIE
COUNTY OF NATRONA
STATE OF WYOMING

LEASE AGREEMENT
FOR THE
OPERATION OF THE 19TH HOLE RESTAURANT
AT THE
CASPER MUNICIPAL GOLF COURSE

THIS LEASE, entered into this 5th day of July, 2017, between the City of Casper, Wyoming, a Wyoming Municipal Corporation, referred to hereinafter as "Lessor," and C & R Enterprise, a Wyoming Limited Liability Corporation, referred to hereinafter as the "Lessee".

IN CONSIDERATION of the lease, rents, covenants, and conditions herein set forth, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, and any renewals thereafter, and upon the terms and conditions set forth in this Agreement, the following-described property (the "leased premises"), to wit:

> The entire second floor of the City of Casper Municipal Golf Course Clubhouse located at 2120 Allendale Boulevard, Casper, Wyoming. Said second floor consists of entryways, dining room, veranda, staircase, closets, restrooms, bar office, kitchen, upper rear deck, and storage rooms; together with equipment, fixtures, and furniture therein contained; expressly excluding the downstairs Pro Shop, office, locker rooms, restrooms, workshops garage, and storage areas.
>
> The City of Casper Municipal Golf Course, as described by the perimeter fence enclosing the course, for the limited purpose of selling food, alcoholic beverages, and soft drinks.

The Lessor specifically approves the sales of alcoholic liquor and malt beverages by the Lessee on the Golf Course subject to applicable law, and extends this lease to the entire Golf Course for that limited purpose. All golf activities will continue to be conducted by the Lessor which will be the primary activity at the golf Course; and Lessee agrees not to interfere with same.

The parties understand that the Lessor, as a political subdivision holds a Golf Club Limited Liquor License for sale of alcohol on the Golf Course. Lessee, pursuant to the term of W.S. § 12-5-201(g) will be providing the food and beverage services, including the sale of alcohol under this lease under and pursuant to the Lessor's Golf Club Limited Liquor License.

THE "LEASED PREMISES" ARE LEASED TO LESSEE "AS IS", WITHOUT WARRANTY. SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION OR MERCHANTABILITY OF THE PROPERTY

BEING LEASED TO LESSEE PURSUANT TO THIS AGREEMENT, OR IT'S SUITABILITY FOR ITS USE FOR ANY PARTICULAR PURPOSE. BY SIGNING THE LEASE AGREEMENT, LESSEE STATES AND AGREES IT HAS INSPECTED THE LEASED PREMISES AND ACCEPTS IT IN ITS PRESENT CONDITION.

2. LEASE TERM:

The term of this lease shall commence on July 5, 2017, and unless sooner terminated as provided herein, shall terminate and be of no further force or effect between the parties at midnight on March 31, 2018.

3. LEASE FEES:

Lessee shall pay Lessor a monthly fee of $250.00 (Two Hundred Fifty Dollars) from July 5, 2017 through October 31, 2017, and a monthly fee of $100.00 (One Hundred Dollars) from November 1, 2017 through March 31, 2018. All fees are due and payable to the Lessor on or before the 5th day of each month of this lease. Lessee's failure to pay Lessor the above described fee on or before the 10th day of any month of this lease shall be considered a default by the Lessee of the terms and conditions of this lease.

4. PURPOSE:

It is the intent of the parties that the leased premises are being leased to Lessee for the sole and only purpose of operating a Municipal Golf Course Restaurant/Bar facility. All right, title, and interest in and to the Golf Course Limited Liquor License shall remain the sole and separate property of the City of Casper as the Lessor during and upon the termination of this lease. Lessee shall keep the leased premises in good, clean, and sanitary conditions and shall ensure that all food served is of first quality, wholesome, and pure and merchandise on hand shall be stored, handled, and served with due regard for sanitation. Lessee shall employ and supervise a person, or persons, with appropriate experience and qualifications to provide all services appropriate for these facilities.

The Lessee's operations under this Lease and its related activities shall be conducted in a safe manner and shall conform to all federal, state, county, and municipal laws, and all regulations thereof.

5. OBSERVANCE OF LAWS, RULES, AND REGULATIONS:

Lessee shall be solely responsible for compliance with all applicable laws, rules, regulations, and orders of the Federal government, State of Wyoming, Natrona County, and the City of Casper. The Lessee shall also abide by all rules, regulations, and directives prescribed by the Casper Municipal Golf Course. The Lessee shall obtain all applicable licenses and permits for its operations, and for making repairs, alterations, or improvements.

6. PERMITS, LICENSES, AND TAXES:

Lessee shall comply with all requirements of federal, state, and local laws and regulations pertinent to or affecting the handling, sale, and disposal of food, beverage (alcoholic and non-alcoholic), tobacco, and other goods or merchandise served or sold. The Lessee shall at his own expense and cost, procure and keep in force during the entire period of the lease all permits and licenses required by such laws and regulations (excluding the liquor license held by the Lessor).

7. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Lessee 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 Lessee, 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 Lessee 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 Lessee'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 Lessee maintains higher limits than required under this Agreement, then the Lessor 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 Lessor.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*
   The Lessor, 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 Lessee 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 Lessee's insurance (at least as broad as ISO Form CG 2010 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 Lessee's insurance coverage shall be primary insurance as respects the Lessor, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Lessee'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 Lessor. Such notice to the Lessor shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*
   Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Lessor 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 Lessor has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*
   Any deductibles or self-insured retentions must be declared to and approved by the Lessor. Unless otherwise approved by the Lessor in writing, any deductible may not exceed Ten Thousand Dollars ($10,000). Unless otherwise approved in writing by the Lessor, self-insured retentions may not exceed Ten Thousand Dollars ($10,000), and the Lessor may require the Lessee to provide proof of

ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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 Lessor.

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, Lessee'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 Lessee 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*
   Lessee shall furnish the Lessor 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 Lessor 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 Lessor reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*
   Lessee shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Lessee shall ensure that the Lessor is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*
    Lessor 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. Lessee agrees to indemnify the Lessor, the Lessor'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 of the Lessee and any subcontractor thereof.

8. ANNUAL OPERATIONS PLAN:

The Lessee, after execution of this lease shall submit an ANNUAL OPERATIONS PLAN to the Lessor initially within thirty (30) days after the execution of this lease by all parties, and thereafter on or before January 1st of each term of this lease. The plan shall specify the responsible individual organizational contact(s), individual contact number(s), and mailing address(es); along with proposed/known annual activities list of parties, receptions, and proposed bar and restaurant menu selections, prices, other offerings, and the hours of operation. In the event the Lessor does not disapprove of the plan within thirty (30) days from the date of submission, the plan shall be considered approved.

Lessee shall not permit its employees, organizational members, or participants to violate any of the terms and conditions of this lease, nor to violate any law, rule, or regulation of the Lessor with respect to the leased premises.

9. ADVERTISING:

Lessee shall have the right to procure and to install, affix, maintain and replace appropriate signs displaying advertising matter on the leased premises, subject to the Lessor's written approval.

The parties agree that all advertising placed on the leased premises is owned by the Lessee and shall remain the property of the Lessee, and shall be subject to removal by the Lessee at the Lessor's request. Lessee agrees to indemnify and hold the Lessor harmless from any and all claims arising from such advertising.

10. SUBLEASE ASSIGNMENT:

Lessee may not assign, sell, or transfer this lease agreement in whole or part and may not sublet all or otherwise assign all or any part of the leased premises without the prior written consent of the Lessor.

11. NON-DISCRIMINATION:

A. The Lessee agrees that neither it nor it subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this lease, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

B. There shall be no discrimination or preferential treatment against or toward any individual group by Lessee, and no membership in any organization is necessary to enable the general public to use the lease premises for their intended purpose.

C. Breach of this subparagraph regarding non-discrimination may be regarded as a material breach of this lease.

12. RIGHT TO ENTRY:

The Lessor reserves the right to enter the leased premises at all times for the purpose of maintenance, public safety, and other general inspections.

13. INVENTORY:

Within thirty (30) days of the execution of this lease by all parties hereto, and on or before January 1st of each term of this lease, the Lessor and the Lessee shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the Lessor and those belonging to the Lessee on the leased premises. Lessee shall not remove any City owned equipment from the facilities without express written permission from the Public Services Department Director or his designee.

14. BUSINESS RECORDS:

A. Lessee shall, with respect to all business done by it in the sales of food, beverages, catering, concessions, novelties, and related services; keep true and accurate accounts, records, and books; which among other things, show all sales made and services performed for cash, credit, or otherwise (without regard to whether paid or not), and the gross receipts of said business and an aggregate amount of sales, services, orders, and all of Lessee's business expenses upon the leased premises.

B. Lessor and its agents shall have the right, at all reasonable times, to inspect and examine such records at the leased premises; including, but not limited to, cash receipts, books, and other data as to confirm gross receipts. Upon request, Lessee shall furnish the Lessor with financial statements showing all income and expenses incurred during the term(s) of the Lease Agreement.

15. MAINTENANCE:

A. Lessee shall, during the time of this lease, or any renewals thereof, keep the leased premises and facilities in good order and repair commensurate with the operation of the Lessee's intended use of those premises and facilities; and as necessary to adequately protect and serve spectators, guests, invitees, participants, and the general public; and shall at its sole cost and expense, make any repairs necessary to the leased premises and facilities for these purposes. Upon request of the Lessee, and at the sole discretion of the Lessor, the Lessor may provide reasonable maintenance of the lease premises and facilities; however, the cost of said maintenance shall be paid by the Lessee, as noted in the provisions below. Notice of required maintenance may be made by Lessor, and Lessee will abate the problem within seven (7) days, unless otherwise agreed by Lessor.

B. Lessor shall, during the term of this lease, or any renewals thereof, provide major premises and facilities repairs to electrical, mechanical, plumbing, heating, cooling,

ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, fencing, general building, and general land area amenities and systems, in-which each single-incident of repair exceeds Two Hundred and Fifty Dollars ($250.00) per occurrence. Lessee shall be responsible for providing all minor maintenance and repairs to the premises and facilities, in the previously noted systems and area amenity categories, in-which each single-incident of repair is less than Two Hundred and Fifty Dollars ($250.00) per occurrence and be responsible for making and paying for such repairs in a timely manner so as not to adversely affect major repairs, or the safe and proper operation of the facilities, or site. Each party, except in the case of an emergency, shall inform the other, prior to the repairs required, of the location, time, nature, necessity, company, and quoted price of the repair(s) that are being made to the leased premises and facilities.

16. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

A. The Lessee, at its sole cost, risk, and expense may construct both temporary and permanent facilities and fixtures for its benefit, and the benefit of its customers. Such facilities and fixtures shall meet all applicable city, county, state, and federal regulations and such other requirements as may be prescribed by the Lessor.

B. The plans and specifications for any additional temporary and permanent facilities and fixtures shall first be submitted to the Lessor for approval in accordance with existing codes and or standards, prior to the purchase of materials or construction. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the later, for what period of time it will remain in use. The Public Services Department Director or his designee shall have the authority to approve or disapprove of such temporary or permanent facilities of fixtures placed upon the leased premises.

C. Lessee may, upon termination of the Lease Agreement, remove all facilities or fixtures it constructed and which are of a temporary nature, but shall restore premises conditions as they were prior to installation of the removed improvements. Any permanent facility or fixture shall be the property of the Lessor.

D. The Lessor reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Public Services Department Director, or his designated representative.

17. UTILITIES:

Lessor shall provide adequate water, sewer, electrical and natural gas utilities, including internet connections thereof.

18. CAPITAL INVESTMENTS:

All capital improvements to the leased premises, and equipment and fixtures, other than those belonging to the Lessee shall be, and remain the sole and separate property of the Lessor.

19. LEASE TERMINATION:

A. Lessor's Right to Terminate this Lease During any Term of this Lease:

The Lessor may declare this lease terminated in its entirety, in the manner provided in Subsection 19. C. hereof, upon the happening of any one or more of the following events and may exercise all rights of entry and re-entry with or without process of law, upon the premises licensed hereunder.

1. If the rentals, fees, changes, or other money payments due the lessor from the Lessee under this lease are unpaid after the date specified for such payments, the provisions of Subsection 19. C. shall not apply, the lessor shall have the right to terminate this lease upon written notice thereof to the Lessee.

2. If the Lessee has failed in the performance of any covenant or condition required to be performed by the Lessee.

3. Upon the happening of any act or omission which results in the suspension or revocation of any act, power, license, permit, or authority that terminates the conduct and operation of the concession in the above specified facilities by the Lessee, or suspends it for any time in excess of thirty (30) days.

4. If the interest or estate of the Lessee under the agreement is transferred to, passes to, or devolves upon, by operation of law or otherwise, any other person, firm, or corporation in merger or a constituent corporation in a consolidation.

5. If the levy of any attachment or execution or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which does or, as a direct consequences of such process, will interfere with Lessee's occupancy of the above specified facilities and will interfere with its operations under the agreement, and which attachment, execution, receivership, or other process of such court is not enjoined, vacated, dismissed, or set aside within a period of thirty (30) days.

6. If a petition under any part of the federal bankruptcy law or an action under any present or future insolvency law or statute is filed against Lessee and Lessee's operations are interfered with or adversely affected thereby, or Lessee is adjudicated as bankrupt.

7. If the Lessee shall voluntarily abandon, desert, vacate, or discontinue all or part of its operation at the above specified facilities, or any other action that results in a

failure by the Lessee to provide the public and others with the service contemplated.

8. In the event of an emergency situation or natural catastrophe beyond the control of the Lessor, the Lessor may terminate this lease upon five (5) days' written notice of such termination to the Lessee. The type of emergency situation or natural catastrophe contemplated shall include, but not be limited to, occurrences of the following:

   a. Conditions which render the facilities unsafe or unavailable for their intended use whether such conditions result from fire, storm, explosion, flood, riot, civil commotion, or otherwise.

B. The Lessee's Right To Terminate During any Term of this Lease:

The Lessee, at its option, may declare the contract terminated in its entirety, in the manner provided in Subsection 19. C. hereof, if the Lessor shall have failed in the performance of any covenant or condition within the control of the City and herein required to be performed by the City, provided the Lessee gives City thirty (30) days written notice to cure and such failure is not cured in said thirty (30) day period.

C. Procedure For Termination Or Repossession:

Except as provided in Subsection A. 8. above, AND EXCEPT FOR THE NON-PAYMENT OF THE FEES DUE THE LESSOR UNDER THIS LEASE AS PROVIDED IN SUBSECTION 19. A. 1. ABOVE, no termination declared by either party shall be effective, and the City of Casper shall not take possession of the leased premises from the Lessee unless and until not less than thirty (30) days have elapsed after notice by either party to the other specifying the date upon which such termination shall take effect and the cause for which the lease is being terminated or for the repossession of the leased premises to provide for the cure of any such default; and not such termination shall be effective nor shall the City retake possession of the facilities:

1. If in the sole discretion of the Lessor such default is cured within the thirty (30) days period; or,

2. In the event that such default by its nature cannot be cured within such thirty (30) day period, if the party in default promptly commences to correct such default within said thirty (30) days and corrects the same as promptly as is reasonably practicable.

D. Failure by the City to take any authorized action upon default by the Lessee of any of the terms, covenants, or conditions required to be performed, kept and observed by the Lessee shall not be construed to be or act as a waiver of default or of any subsequent default of any of the terms, covenants, and conditions to be performed, kept and observed by the Lessee. The acceptance of payments by the

City of Casper from the Lessee for any period or periods, after a default by the Lessee of any of the terms, covenants, and conditions required to be performed, kept and observed by the Lessee shall not be deemed a waiver or stopping of any right on the party of the City to terminate the contract for failure by the Lessee to so perform, keep or observe any of said terms, covenants, or conditions. In the event that suit shall be instituted by the City upon the default of payment of rent, charge, or fees as provided in the agreement, Lessee agrees to pay City's reasonable attorney's fees.

20. REIMBURSEMENT OF DEFAULT AND EVICTION EXPENSES:

Lessee shall pay and indemnify the Lessor against all legal costs and charges, including attorney's fees in obtaining possession of the leased premises and facilities after a default of Lessee, or after Lessee's default in surrendering the possession, upon the expiration or early termination of the term of this lease, or enforcing any covenant of the Lessee herein contained. Lessee shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for Lessor to restore the property and premises to the original condition.

21. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

Lessee shall at the expiration of the lease term or any extension thereof, or on termination thereof, surrender the leased premises free of subtenancies, liens, or other encumbrances, together with alterations or additions and improvements which may have been made thereon except for temporary facilities or fixtures put in at the expense of the Lessee; subject however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by Lessee at the expiration of the lease term, or any renewals thereof, and all property not so removed shall be deemed abandoned by Lessee. Lessor has the option to purchase all of the removable property that the Lessee has acquired for the operation of the leased premises and facility operations at the termination or expiration of this Lease Agreement. The purchase price shall be the depreciated value of the assets at the time of termination, or expiration of the Lease Agreement.

22. DESTRUCTION OF REAL PROPERTY AND FIXED ASSETS:

If the real property and fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated.

23. TAXES AND ASSESSMENTS:

Lessee agrees to pay to Natrona County Treasurer, on behalf of Lessor, any and all taxes and assessments which may be assigned against the Lessee's personal property. Lessor shall pay any taxes, levies, or assessments levied on the buildings, premises, properties, or improvements owned by the Lessor.

24. NOTICES:

All notices required to be given to the Lessor shall be in writing and addressed to the Public Services Director, 200 North David Street, Casper, Wyoming 82601. All notices to be given to Lessee shall be in writing addressed to C & R Enterprise, Wyoming LLC, 6861 Trevett Lane, Casper, Wyoming 82604.

25. WAIVER:

No failure by Lessor to insist upon 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 rent during the continuance of any such 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 Lessee, and no breach thereof, shall be waived, altered, or modified; except by written instrument executed by Lessor. No waiver or 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.

26. ENVIRONMENTAL COMPLIANCE:

A. Lessee shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, county, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the properties, and its uses, and furnish the Lessor copies of permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001. et seq. (Emergency Planning and Community Right to Know Act). Lessee shall not handle, store, or dispose of any hazardous wastes as defined in 42 U.S.C. 6093 (5), or hazardous substances as defined in 42 U.S.C. 9601 (14), on the properties, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject properties in accordance with all-applicable laws and regulations. Lessee shall not bring onto the properties 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 Lessee's lawful operations on the properties. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

B. Lessee shall immediately advise Lessor 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 properties, (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the properties which might subject Lessor, or the properties, to any restrictions on

ownership, occupancy, transferability, or use of the properties under local, county, state, or federal environmental law.

C. Lessee shall make and conduct regular investigations of the properties to determine the presence thereon of any hazardous substance which may have been deposited on the properties by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the properties by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

27. TIME OF ESSENCE:

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

28. BINDING EFFECT:

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

29. ENTIRE AGREEMENT:

Except as otherwise provided herein, this Lease Agreement contains the entire agreement between the parties, and no amendment of this lease shall be effective unless reduced to writing, and executed by all parties hereto.

30. WYOMING GOVERNMENTAL CLAIMS ACT:

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

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first written.

APPROVED AS TO FORM

_____

ATTEST:

Tracey L. Belser
City Clerk

ATTEST:

_____

By:
Title:

LESSOR:
CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

LESSEE:
C & R Enterprise, Wyoming LLC

Patrick Munsell, COO

Razi Saydjari, Owner

RESOLUTION NO.18-36

A RESOLUTION AUTHORIZING AN ASSIGNMENT AND ASSUMPTION OF THE LEASE AGREEMENT BETWEEN THE FOLLOWING PARTIES: THE CITY OF CASPER, C & R ENTERPRISE, AND COWBOY SMOKEHOUSE.

WHEREAS, C & R Enterprise and City are parties to a certain Lease Agreement dated July 5, 2017 (the "Agreement"), pursuant to which City engaged C & R Enterprise to manage, operate and provide food and beverage at the 19th Hole Restaurant; and

WHEREAS, C & R Enterprise a Wyoming Limited Liability Corporation, has voluntarily withdrawn from the Lease Agreement as of December 31, 2017; and

WHEREAS, Cowboy Smokehouse, LLC, now desires to assume the Lease Agreement and continue services at the 19th Hole Restaurant at the Casper Municipal Golf Course, subject to and in accordance with the terms hereof;

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 Assignment and Assumption of the Lease Agreement between the City of Casper, C & R Enterprise, and Cowboy Smokehouse for the operation of food and beverage at the 19th Hole Restaurant.

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

APPROVED AS TO FORM:

Walter Trembath III

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

February 7, 2018

MEMO TO: Carter Napier, City Manager

FROM: Jason Speiser, Interim Fire Chief

SUBJECT: Wyoming Office of Homeland Security Grant Acceptance

Meeting Type & Date
Regular Council Meeting
February 20th, 2018

Action type
Resolution

Recommendation
That Council, by resolution, authorize acceptance of a grant award from the Wyoming Office of Homeland Security, in the amount of $73,110.00, to be used to purchase a wireless gas monitor system, technical rescue gear, and trench rescue equipment covered by the grant.

Summary
The Casper Fire-EMS Department has been notified that the Wyoming Office of Homeland Security desires to award the City of Casper a grant, in the amount of Seventy-Three Thousand One Hundred and Ten Dollars ($73,110) for the Regional Response All Hazards Related Activities, for a period of September 1, 2017 through March 31, 2020.

This grant falls under the U.S Department of Homeland Security's State Homeland Security Program (SHSP). The Casper Fire-EMS department desires to use the grant funds to purchase a wireless gas monitor system, technical rescue gear, and trench rescue equipment covered by the grant.

Financial Considerations
None.

Oversight/Project Responsibility
Interim Fire Chief Jason Speiser, Deputy Chiefs Mark Harshman and Dan Griswold.

Attachments
Resolution
Grant Award

Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017
Website: http://hls.wyo.gov
5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2017

Political Subdivision:	**City of Casper**
DUNS #	**152720140**
Award Amount:	**$73,110.00**
Award Period:	**September 1, 2017 through March 31, 2020**
CFDA #:	**97.067**
DHS Grant Code:	**EMW-2017-SS-00067**
Project ID:	**17-GPD-RR2-RR-HRT17**

1. **Parties:** The parties to this Grant Award Agreement (Grant) are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 (Homeland Security) and **City of Casper** for the purposes of administering Regional Emergency Response Team #2 (RERT #2), whose mailing address is 200 N. David St., Casper, WY 82601 (Subrecipient).

2. **Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, State Homeland Security Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant award using the Point of Contact Information Form, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.

3. **Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2017 Homeland Security Grant Program, State Homeland Security Program. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

4. **Term of Grant Award:** This Grant is effective when all parties have executed it (Effective Date). The term of this Grant is from September 1, 2017 through March 31, 2020. The total amount of this Grant is **Seventy three thousand one hundred ten dollars and zero cents** ($73,110.00).

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5. **Federal Grant References:** The Fiscal Year 2017 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO) can be found at https://www.fema.gov/media-library-data/1496363750560-27cbb3258f59f86ed1f54773f0fdf2f0/FY_2017_HSGP_NOFO_20170601v2014.pdf.

6. **Purpose of Grant Award:** The FY 2017 SHSP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. The FY 2017 SHSP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

   The National Preparedness System is the instrument the Nation employs to build, sustain, and deliver core capabilities in order to achieve the Goal of a secure and resilient Nation. Complex and far-reaching threats and hazards require a collaborative and whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. The guidance, programs, processes, and systems that support each component of the National Preparedness System allows for the integration of preparedness efforts that build, sustain, and deliver core capabilities and achieve the desired outcomes identified in the Goal. The purpose of the SHSP is to prevent terrorism and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States; therefore, SHSP funded investments must have a terrorism-nexus. The total 2017 SHSP award to the State of Wyoming is three million, seven hundred fifty-two thousand dollars and zero cents ($3,752,000.00).

   In addition, the DHS expects grantees to prioritize grant funding to address gaps identified through the annual Community Preparedness Report (CPR) in achieving capability targets set through the annual Threat and Hazard Identification and Risk Assessment (THIRA). These assessments identify the jurisdictions' capability targets and current ability to meet those targets.

   Project expenditures must align with the following approved scope of work:

   A. ***Team sustainment- for the purchase of allowable equipment including allowable equipment replacement and the facilitation or attendance of WOHS pre-approved training and exercises.***

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **Seventy three thousand one hundred ten dollars and zero cents** ($73,110.00). No payment shall be made for services rendered outside the performance period of this Grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form, applicable invoices and proof of payment provided the expenditures comply with the FY2017 SHSP NOFO, the Authorized Equipment list found at http://www.fema.gov/authorized-equipment-list, and all applicable federal and state laws. Payment for one invoice may not be split between different grant years. There will be no extensions for the 2017 State Homeland Security Program grant reimbursement or performance period.

8. **Responsibilities of Subrecipient.** Subrecipient agrees to and acknowledges the following limitations and special conditions:
   A. Subrecipient must be familiar with all the requirements and restrictions of the State Homeland Security Program, including:
      (i) Subrecipient must be familiar with the 2017 SHSP objectives, priorities and requirements

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identified in the FY 2017 SHSP NOFO.

(ii) Subrecipient agrees that all allocations and use of funds under this Grant will be in accordance with the FY 2017 SHSP NOFO. Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2017 application. Subrecipient may not use this Grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.

(iii) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, Fiscal Year 2013 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13_.pdf

(iv) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.

(v) Subrecipient further agrees to comply with the standards put forth in 2 CFR part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments.

(vi) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in 44 CFR part 13 (OMB Circular A-102), per 44 CFR Section 13.36, whichever may be more restrictive must be followed. All sole-source procurement in excess of ten thousand dollars and zero cents ($10,000.00) must receive prior approval of Homeland Security in writing. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds using the Purchase Pre-Approval Request form.

(vii) Subrecipient shall ensure all equipment purchased with these Grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "**Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.**" Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **"This document was prepared under a grant from the FEMA's National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS."** Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and Homeland Security regarding any patent rights that arise from, or are purchased with, this Grant.

(viii) Subrecipient agrees to acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations and other documents describing projects or programs funded in whole or in part with federal funds.

(ix) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for

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information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.

(x) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state, local or tribal non-federal funds. Supplanting is defined as "reducing or eliminating state, local or tribal funds for an activity specifically because federal funds are available (or expected to be available) for the same activity". In addition, federal funding may not replace, state, local or tribal funding that is required by law (must-pay). In any instance of suspected supplanting, the subrecipient agrees to substantiate the reduction in non-federal funds at the request of Homeland Security.

(xi) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the U.S. Department of Homeland Security, Office of Grants and Training.

(xii) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.

(xiii) Subrecipient may only fund Investments that were approved project(s) listed in paragraph 6.

(xiv) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to any existing structure. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

(xv) Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Identification Risk Assessment and Community Preparedness Report (THIRA/CPR) update annually by September 1 of each year during the entire performance period of this award.

(xvi) Subrecipient agrees to provide a copy of the inventory report of all equipment purchased with Homeland Security grant funds in accordance with 44 CFR 13.32(1) annually, no later than July 1 during the entire performance period of this award.

(xvii) Subrecipient agrees to enter all Homeland Security grant funded NIMS Tier 1 shareable resources and equipment into the *Wyoming Comprehensive Resource Management System (Salamander)* prior to seeking reimbursement or within thirty (30) calendar days from the receipt of the item, whichever occurs first. Tier 1 represents resources that are included in the national resource typing definitions defined by DHS: https://rtlt.preptoolkit.fema.gov/Public.

(xviii) Subrecipient agrees to maintain adoption and implementation of the National Incident Management System (NIMS) including but not limited to the requirement to maintain interoperable communication capability.

B. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.

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C. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.

D. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and NIMS implementation guidelines.

9. **Responsibilities of Homeland Security.** Homeland Security shall:

A. Be available to provide necessary and feasible technical advice, which may be reasonably required by Subrecipient.

B. Pay Subrecipient as stated in paragraph 7 above.

C. Notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.

D. Notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.

E. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

10. **Special Provisions:**

A. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to failure on behalf of the Subrecipient to comply with state or federal requirements.

B. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in 2 CFR part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments.

C. **Debarment or Suspension:** By signing this Grant, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549 and 12689, Debarment and Suspension and 2 CFR Part 180 or are on the disbarred vendors list at www.epls.gov.

D. **Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors, Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

E. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented in 2 CFR Part 3001.

F. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions improved by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two (2) or more awards in accordance with existing program agreements.

G. **Education Amendments of 1972-Title IX:** Subrecipient agrees to comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681, *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 CFR. Part 17 and 44 CFR Part 19.

H. **Energy Policy and Conservation Act:** Subrecipient agrees to comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy

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conservation plan issued in compliance with this Act.

I. **False Claims Act and Program Fraud Civil Remedies:** Subrecipient agrees to comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

J. **Federal Debt Status:** Subrecipients are required to be non-delinquent in their repayment of any federal debt including, but not limited to, delinquent payroll and other taxes, audit disallowances and benefit overpayment. See OMB Circular A-129.

K. **Federal Leadership on Reducing Text Messaging while Driving:** Subrecipient agrees to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the Federal Government.

L. **Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of seven hundred fifty thousand dollars and zero cents $750,000.00 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the fiscal year for the Subrecipient. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.

M. **Fly America Act of 1974:** Subrecipient agrees to comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B-138942.

N. **Freedom of Information Act (FOIA):** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. § 552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR Part 29, and sensitive security information, 49 CFR Part 1520, as these designations may provide additional protection to certain classes of homeland security information.

O. **Hotel and Motel Fire Safety Act of 1990:** Subrecipient agrees to comply with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, ensuring that all conference, meeting, convention or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

P. **Human Trafficking:** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Grant may be terminated without penalty if a private entity that receives funds under this Grant:

(1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

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(2) Procures a commercial sex act during the period of time that the award is in effect; or
(3) Uses forced labor in the performance of the award or sub awards under the award.

Q. Individuals with Disabilities in Emergency Preparedness: In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes.
Further guidance is available at http://www.fema.gov/pdf/media/2008/301.pdf; http://www.LLIS.gov; http://www.fema.gov/oer/reference/; http://www.disabilitypreparedness.gov.

R. Kickbacks: Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

S. Limitations on Lobbying Activities: Subrecipient agrees that none of the funds provided under this award will be expended by the Subrecipient to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal in accordance with 31 U.S.C. § 1352.

T. Limited English Proficient (LEP) Persons: Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.

U. Monitoring Activities: Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.

V. National Preparedness Reporting Compliance: Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.

W. No Finder's Fees: No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.

X. Nondiscrimination: Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000, *et seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans With Disabilities Act, (42 U.S.C. § 12101, *et seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681, *et seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. § 6101, *et seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.

Y. Non-Supplanting Certification: Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Grant.

Z. Procurement of Recovered Material: Subrecipient agrees to comply with Section 6002 of the *Solid*

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Waste Disposal Act, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

AA. **Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this Grant must be used to increase the scope of the program or returned to Homeland Security.

BB. **Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.

CC. **SAFECOM:** Subrecipient agrees to comply with the SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

DD. **Technology Requirements:**

(i) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at http://www.niem.gov.

(ii) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.

(iii) Subrecipient is encouraged to align any geospatial activities with the guidance available on the FEMA website at http://www.fema.gov/grants.

EE. **Terrorist Financing:** Subrecipient agrees to comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

FF. **USA Patriot Act of 2001:** Subrecipient agrees to comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA Patriot Act), which amends 18 U.S.C. § 175-175c.

GG. **Use of DHS Seal, Logo, and Flags:** Subrecipient agrees to obtain permission prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

HH. **Whistleblower Protection Act:** Subrecipient agrees to comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C § 2324, 41 U.S.C. §§ 4304 and 4310.

11. General Provisions:

A. Amendments: Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.

B. Applicable Law, Rules of Construction, and Venue: The construction, interpretation, and enforcement of this Grant shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Grant as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Grant and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

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C. **Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.

D. **Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

E. **Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.

F. **Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of this Grant.

G. **Confidentiality of Information:** Subject to the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201, *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.

H. **Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.

I. **Entirety of Grant:** This Grant, consisting of twelve (12) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

J. **Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient.

K. **Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

L. **Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

M. **Independent Contractor:** The Subrecipient shall function as an independent contractor for the purposes of this Grant and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Grant, the Subrecipient shall be free from control or direction over the details of the performance of services under this Grant. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Grant and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. The Subrecipient agrees that no

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health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Grant.

N. **Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.

O. **Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail or delivery in person.

P. **Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction. The Subrecipient shall defend and indemnify Homeland Security for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

Q. **Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Grant has been fully executed, approved as to form by the Office of the Wyoming Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

R. **Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

S. **Sovereign Immunity and Limitations:** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Homeland Security expressly reserve sovereign immunity by entering into this Grant and the Subrecipient does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Grant, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

T. **Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

U. **Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.

V. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity

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the status of third party beneficiary, and this Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant.

W. Time is of the Essence: Time is of the essence in all provisions of this Grant.

X. Titles Not Controlling: Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.

Y. Waiver: The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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12. Signature: By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant and that they have the authority to sign it.

The Effective Date of this Grant is the date of the signature last affixed to this page.

WYOMING OFFICE OF HOMELAND SECURITY

Guy Cameron, Director — Date

CITY OF CASPER

Jason Speiser, Fire Chief — Feb. 6, 2018 Date
RERT #2

Ray Pacheco, Mayor — Date
City of Casper

Attested by: City Clerk — Date

CITY ATTORNEY: APPROVAL AS TO FORM

(City Attorney) — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner, Assistant Attorney General #173474 — Feb. 1, 2018 Date

RESOLUTION NO. 18-37

A RESOLUTION ACCEPTING A GRANT FROM THE
WYOMING OFFICE OF HOMELAND SECURITY

WHEREAS, the City of Casper has been approved for a grant from the Wyoming Office of Homeland Security in the amount of Seventy Three Thousand One Hundred Ten Dollars ($73,110.00).

WHEREAS, the City of Casper desires to accept the grant funds from the Wyoming Department of Homeland Security; and,

WHEREAS, these funds will be used to purchase Regional Response Equipment, to include a wireless gas monitor system, technical rescue gear and trench rescue equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the grant from the Wyoming Office of Homeland Security for Fiscal Year 2017, in the amount of Seventy Three Thousand One Hundred Ten Dollars ($73,110.00) is hereby accepted.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to Attest this Resolution authorizing the acceptance of the above described grant.

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

APPROVED AS TO FORM:

_____

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

_____
Fleur Tremel
City Clerk

_____
Ray Pacheco
Mayor

February 8, 2018

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Keith McPheeters, Chief of Police KMcP 307
Robin Tuma, Fleet Coordinator

SUBJECT Agreement for Purchase and Installation of Equipment in Police Vehicles

Meeting Type and Date:

Regular Council Meeting February 20, 2018

Action Type: Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Communication Technologies, Inc. ("ComTech") of Casper, Wyoming, in the amount of Thirty Six Thousand Nine Hundred Ninety and 00/100 Dollars ($36,990.00) for the purchase and installation of police vehicle equipment and accessories in five (5) new 2018 Ford Interceptor SUVs.

Summary:

Five (5) new 2018 Ford Police Interceptor SUVs were recently purchased in accordance with the Police Department's fleet replacement schedule. These vehicles require upgrade and installation of emergency response lighting, communications and power accessories equipment to match the existing police fleet equipment package. The agreement provides for a sole source purchase and installation by ComTech. ComTech is the only locally qualified service and installation company with the ability to provide such service. ComTech represents that it is ready, willing, and able to provide the equipment and professional services to the City as required.

Financial Considerations:

Funding for this purchase will come from Optional One Cent Sales Tax #15 allocated to Police Fleet Replacement.

Oversight/Project Responsibility:

Robin Tuma, the Police Department's Fleet Manager, will oversee the project and communicate directly with Chief McPheeters regarding the status and completion of the purchase and installation.

Attachments:

Contract for Professional Services
Resolution

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of_____, 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 five (5) new 2018 Ford Interceptor SUVs that must be equipped for use as marked Police SUVs.

B. The project requires professional services for the purchase and installation of the required equipment to match the existing fleet.

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. Provide and install all items listed in Attachment A, along with any items provided by the City, to be installed on the five (5) above mentioned vehicles.

B. All work will be done in a workmanlike manner according to standard practices performed by Communication Technologies Inc. as previously required for a marked Police SUV equipment installation for the City.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed within a period which may reasonably be required for the completion of the project, including extra work and required extension thereof, but no later than fourteen (14) days after the delivery of the last vehicle by City.

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 Thirty Six Thousand Nine Hundred Ninety Dollars and Zero Cents ($36,990.00).

4. METHOD OF PAYMENT:

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

If amounts owed by 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:

_____

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

_____
Fleur D. Tremel
City Clerk

_____
Ray Pacheco
Mayor

WITNESS

By: _____

Printed Name: Robin Tuma

Title: Fleet Coordinator

CONTRACTOR
Communication Technologies, Inc.

By: _____

Printed Name: Jim Salazar

Title: Shop Manager

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 insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 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

Communication Technologies Inc.

189 Progress Circle, Mills, WY 82644 Phone: 307-232-8870 Fax: 307-265-6578

Date: *01/22/18*

Business Name: Casper Police Department
Contact Person: Robin Tuma
Address:
City:
Phone: 307-258-6216

Quote No.

PART #	*DESCRIPTION*	Quantity	Price	Total
901-00889B	Ford Interceptor Explorer LT7600 Console with sliding armrest	5	452.00	$2,260.00
CA-0107LS	Dual Cup Holder with one small and one large size cup holder.	5	32.00	$160.00
475-1111	Single Cell Transport System	5	1594.00	$7,970.00
Misc	Weiser Back Bone	5	90.00	$450.00
PETLT34	Hook Kit for use Standard Feet	5	70.00	$350.00
ENFSSS4BRW	nForce Single Surface Mount Light R/W/B	10	137.00	$1,370.00
EMPS2STS5RBW	mpower 4 Fascia Light w/Stud Mount 18"	10	130.00	$1,300.00
PMP2BKDGAJ	Grill Adjustable Bracket Kit for mpower Lights	10	7.50	$75.00
ULT6-RB	12 LED Mega Thin Surface Mount Red/Blue	10	115.00	$1,150.00
ENT2B3D	Mirror Lights Red/White	5	180.00	$900.00
ENT2B3E	Mirror Lights Blue/White	5	180.00	$900.00
CW0411	Interior LED Compartment Light with switch	5	102.00	$510.00
425-3816	Mag Mount Mic Clip	5	35.00	$175.00
906-0191A	LT6600 Mounting Kit	5	125.00	$625.00
90942	Coax Kit	5	19.00	$95.00
453440	Larson 0-6000 MHZ	5	22.00	$110.00
MP	Misc Parts	5	50.00	$250.00
OPTI COM	Opticom Bracket	5	35.00	$175.00
VIP	VIP CABLE	5	33.00	$165.00
Wire Harness	Wire Harness	5	150.00	$750.00
Installation	Install all new and used equipement into new SUVs	5	3300.00	$16,500.00
Shipping	Estimated Shipping	5	150.00	$750.00
				$0.00
			TOTAL	$36,990.00

LORI KLINE
Communication Technologies
307-232-8870

APPROVAL BY: **APPROVED DATE:**

RESOLUTION NO.18-38

A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF EQUIPMENT FOR THE 2018 FORD INTERCEPTOR SUVS

WHEREAS, the Casper Police Department desires professional services to purchase and install the required equipment in the five (5) 2018 Ford Interceptor SUVs, which must be equipped for use as marked SUVs to match the existing fleet.

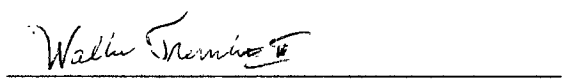
WHEREAS, Communications Technologies, Inc., located in Mills, Wyoming, is willing and able to provide such a service.

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 install the required equipment in the 2018 Ford Interceptor SUVs.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make payment for services under the contract, in an amount not to exceed Thirty Six Thousand Nine Hundred Ninety and 00/100 Dollars ($36,990.00).

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

January 29, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Appointment of Planning and Zoning Commissioners to the Old Yellowstone District Advisory Committee

Meeting Type & Date:
Regular Council Meeting February 20, 2018.

Action Type:
Minute Action

Recommendation:
That Council, by minute action, reappoint Randy Hein and appoint Fred Feth as Planning and Zoning Commission representatives, for one-year terms expiring December 31, 2018, to the Old Yellowstone District Advisory Committee.

Summary:
The Old Yellowstone District Advisory Committee is comprised of seven (7) property owner representatives, as well as two (2) City Council members, two (2) Planning and Zoning Commission members, and the Community Development Director, and Community Development Technician – who serve as staff support to the Committee.

The Planning and Zoning Commission nominated Randy Hein and Fred Feth for appointment as their representatives to this Committee at their January meeting.

Financial Considerations:
Not applicable

Oversight/Project Responsibility:
Liz Becher, Community Development Director, is responsible for coordinating the Old Yellowstone District Advisory Committee.

February 5, 2018

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Liz Becher, Community Development Director LB

SUBJECT: Appointment of Property Owners to the Old Yellowstone District Advisory Committee

Meeting Type & Date:
Regular Council Meeting, February 20, 2018.

Action Type:
Minute Action

Recommendation:
That Council, by minute action, appoint Carol Martin, Scott Cotton, Paul Meyer, and Debra Huber to one (1)-year terms expiring December 31, 2018, 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 four (4) open property owner seats.

Public notice of the openings was published in the Casper Star-Tribune and Casper Journal, with a request to submit a letter of interest to the Community Development Department by Friday, February 2, 2018. Four (4) letters of interest were received by the noon deadline.

The letters of interest were reviewed by the remaining members of the Committee and unanimously approved. The recommendation is to appoint:

- Carol Martin, Martin & Company
- Scott Cotton, 1890, Holdings, LLC
- Paul Meyer, Wyoming Automotive
- Debra Huber, Mercer House

Oversight/Project Responsibility:
Liz Becher, Community Development Director

Attachments:
Tear sheet Casper Star-Tribune
Tear Sheet Casper Journal

Heart recipients celebrate Donate Life Night with the Casper Coyotes

NEVA RODIN
For the Casper Journal

Anthony McCumber and Jason Wynia dropped the puck Jan. 20 celebrating Donate Life Night, and beginning the Casper Coyotes vs. Colorado Jr. Eagles Hockey Game, an honor earned after a difficult journey during which they each received a gift of life. Both are Wyoming heart transplant recipients.

Ryan Johnson, director of Casper Coyotes Business Operations said, "It is incredible! It means everything to the Coyotes [to have Anthony and Jason] drop the puck. You have two individuals who have dealt with some extremely traumatic experiences...Jason is always laughing and smiling...Anthony is one of the sweetest kids I've ever met. I think we can learn a lot from them."

What does it mean to get a new heart at age ten? Anthony McCumber said, "Now I can ride the Tower of Doom!" Before his transplant, he was forbidden to ride roller coasters.

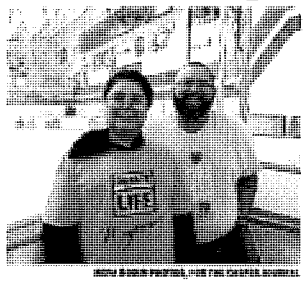
McCumber, now age twelve, said, "It's given me new opportunities in life. I want to be a chef, open my own restaurant." He plays in the jazz band and regular band at school and he's saving money for a new Xbox.

McCumber's parents discovered at age eight that he had Muscular Dystrophy (MD), a disease which causes progressive muscular weakness and can weaken the heart. Congestive heart failure (CHF) results.

After two years on medication, McCumber was sick with vomiting and no one knew why. Then his lips turned blue. Tests performed in Casper resulted in his being life-flighted to Children's Hospital Colorado. Given medication and sent home for a time, there was no improvement.

April 30, 2015, he was placed on a heart transplant list as high priority, and June 6 he received a new heart. The next day, McCumber was up and walking.

Jason Wynia didn't know of any heart disease in his family. He was 35, married and felt healthy when, in May, 2009, he noticed his weight increasing though he was eating less. In June he had trouble breathing at night.



Anthony McCumber and Jason Wynia celebrated Donate Life Night with the Casper Coyotes Hockey team. They received the gift of life as recipients of heart transplants.

He went to the Emergency Department, was diagnosed with pneumonia and sent home. The radiologist noted an enlarged heart with potential CHF. After three more visits to health care providers and a continued diagnosis of pneumonia, he was sent to a cardiologist for an echocardiogram, and to a pulmonologist.

"That afternoon, before they had the jelly wiped off me, they said, 'Where's your wife? You needed to be hospitalized yesterday.' I went to the ER and never saw home again," said Wynia. Diagnosed with Idiopathic Cardiomyopathy (unknown reason for an enlarged heart), he spent over two weeks in a Casper hospital.

Life-flighted to a Salt Lake City Hospital to await a heart transplant, his heart failed and he underwent surgery to receive a left ventricular assistive device (LVAD - a battery operated mechanical pump) to keep him alive.

"There were five guys, all the same age, body size and blood type waiting in line for a transplant," Wynia said. After nine and a half months, he received a new heart at age 36.

Now Wynia and wife Misty "spend more time with family, nieces and nephews," they said. "We travel more, take vacations."

Wynia works full time as lead custodian at Fort Caspar Academy "taking care of 400 kids every day." He works part time at the Casper Ice Arena doing maintenance. He and his wife host members of the Casper Coyotes Junior Hockey Team, currently hosting two young men from Ottawa, Ontario, Canada.

Wynia and McCumber express much gratitude for their donors. They know the cost of the gift. Wynia said it took a year to sort through his feelings in receiving this gift, knowing what had to have happened to make a heart available to him.

Wynia and his wife volunteer for Donate Life Wyoming and talk to anyone they can about being an organ, eye, or tissue donor, or what it's like to be a recipient. He feels he's recovered well because of his willingness to share his story.

"To sign up doesn't hurt anybody," Wynia said. "It expresses your desires. You can still help people after you pass."

McCumber shares his illness, surgery and recovery in a matter-of-fact manner, denying he had pain afterwards. "When everything was stitched up, it just started beating," he said of his new heart received from a twenty one year old donor.

"He was very mature about [the whole experience]," his mother, Darshee, said. "Before we went in [for the surgery] I remember his turning at the door and saying, 'I'm going to be okay.'"

McCumber attends Round Up River Camp each July in CO. "I meet up with people who have transplants," he said. Ages five to 18 attend. He and his sister, who also has MD, attend MD camp as well. He ziplines, rides horse, and rock climbs there.

"He can do anything he wants when it comes to the heart," Darshee said.

McCumber was a recipient of the Make a Wish® Wyoming Foundation. His family joined him in living out his wish of a four-day Disney cruise to the Bahamas in February, 2016. He said, "I swam with the dolphins!" He visited Ripley's Believe it or Not and "bought flavored crickets to eat."

To encourage someone to become a donor, McCumber said, "I would tell them it's worth it."

Donate Life Wyoming handles the donor registry for all of Wyoming. Casper Coyotes partnet with them because "Donate Life Wyoming is an incredible group of people and we want to do everything we can to support them," said Johnson.

Anthony McCumber and Jason Wynia dropped the puck at the Casper Coyotes vs. Colorado Jr. Eagles hockey game on Jan. 20. McCumber and Wynia, heart transplant recipients, celebrated Donate Life Night with the Coyotes.

Donor Alliance is a non-profit organization that procures organs, eye and tissue donations from Wyoming and Colorado.

"Our main goal is public education so they can make an informed decision about being a donor," said Ryea' O'Neill, Community Relations Coordinator.

Donor Alliance provides education to schools, organizations and the general public about donation. "Any age and health can donate. New medications are being developed that allow transplants from someone that couldn't donate before. They are doing successful high risk transplants now from Hepatitis C to Hepatitis C, from HIV to HIV," said O'Neill.

"One human being has the potential to save 8 people through organ donations, and save or heal up to 75 with tissue donation," O'Neill said. "There were 198 people on the waiting list for organs in our state last year." For more information, go to donatelifewyoming.org.

If McCumber could talk to his donor's family today, he would "ask them where they live and who they are, and I would thank them for my heart," he said.

PUBLIC NOTICE

OLD YELLOWSTONE DISTRICT
CASPER, WYOMING

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 renewal this year; they are 1-year terms. 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, February 2nd, 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 235.8241 or lbecher@casperwy.gov, or visit www.oldyellowstonedistrict.com.

Bundy's supporters got to listen and learn from hero

DAVID MONTERO
Los Angeles Times

LAS VEGAS — Inside the dimly lighted law office, there weren't enough seats. A receptionist went to a back room and found a few more chairs. On a small, sunken couch by the window, three people scrunched together. Of the nearly 30 people there, many stood.

After about 30 minutes, Cliven Bundy emerged through the doorway. He was wearing a cowboy hat, long-sleeved flannel shirt and dark blue jeans. Amid applause and cheers, phones and tablet computers were raised to capture the moment.

He'd been in jail for about two years. "A political prisoner," he'd groused. No disagreement from his supporters. He smiled and gestured to the window with a gnarled, weathered hand. It was raining outside.

"Any time it rains, it's a beautiful day," Bundy said. "It's not only a beautiful day, it's a great day for freedom and liberty in this land, and I've really been able to enjoy it for almost 24 hours now."

Bundy had been set free Jan. 8 by U.S. District Judge Gloria Navarro after she determined the trial he and his sons faced had been compromised because of federal prosecutors' willful withholding of evidence. The felony criminal case had included charges of conspiracy and threatening a federal officer.

The charges stemmed from the showdown between federal agents and Bundy supporters at his ranch near Bunkerville, Nev., in 2014 when the U.S. Bureau of Land Management attempted to take his cattle. He had refused to pay grazing fees for decades while his herd roamed on federal land.

But now out of jail, he could talk to his supporters directly. They were engaged, calling out answers to questions he asked, as if he were a professor teaching a class.

He brought up the Bunkerville standoff (although he takes umbrage at that term and calls it a protest) and talked about flags flown there — namely the American flag, the Nevada state flag and the Clark County flag. He asked what order they should be on the pole — arguing the Clark County flag should be highest because it has the most influence on Clark County residences.

"They're the closest government to we the people. They're the ones we really should be pledged to in one sense. We shouldn't be pledging to a government that has very little power; we should pledge to the government that's closest to us," Bundy said. "Isn't that the government that we elect?"

Bundy was just warming up. He would go on for about 40 minutes on a Tuesday afternoon. He'd go on for about another 40 minutes the next day.

"Did you know there is nothing in the Constitution that allows the United States government to own land?" he asked before the small group. "The only time we give any leeway to that rule would be Article 1 ... where they can come with approval from the legislature of the state and approval of Congress and they can pay the state for land for a purpose — most of those purposes are military purposes. The only other purposes are for other needful buildings and those things would be something like a post office or a courthouse."

Ian Bartrum, a University of Nevada-Las Vegas, constitutional law professor, said Bundy's legal arguments have been debunked and wrote in a legal analysis recently that "there is almost no chance the federal courts will reverse more than a century of constitutional doctrine and try to force Congress to relinquish its landholdings in Nevada or anywhere else."

"He's giving his backers the wrong answer, except on the technical point about the Constitution not specifically mentioning acquiring property," Bartrum explained in an email. "If he were right, most of the United States would not exist: that (land) acquired by the Louisiana Purchase, the Treaty of Guadalupe Hidalgo, the Gadsden Purchase, etc. .... Not to mention that the Supreme Court has repeatedly and emphatically said he's wrong — which is all that really matters."

But Bartrum wasn't in the law office to counter Bundy's points. And his supporters weren't arguing with the rancher. Bundy pressed ahead, trying to explain how federal grazing fees weren't valid.

BLM officials did not return requests for comment.

The supporters had comments, however, especially in response to Bundy's questions — both rhetorical and otherwise.

"Now who owns the property?" Bundy asked.

"We the people," someone said.

"We the people of who?" Bundy asked.

There were some murmurs.

"This is sort of important," Bundy said. "We the people of New York think they own this public land."

A ripple of snickers went through the room. A couple of antsy children played by a desk.

"And we the people up in Elko County thinks we own this public land," Bundy continued, alluding to a northern Nevada county. "But how the heck can that happen — how can the nation own it? Even the international government wants a piece of this land. But who really owns this land?"

"We the people of Nevada," voices yelled in unison.

But Bundy wasn't finished. "OK, now you say we the people of Nevada should own this land — well I can sort of agree with that," he said. "But look, we have a Clark County border around here. I want to ask you, what power does our Clark County sheriff have when he walks across over the Lincoln County line?"

"None," a voice replied.

"What power does our county commission have when they walk over that Lincoln County line?" Bundy asked.

"Zero," a few voices said.

Bundy, who had taken to referring to himself in the third person, asked whom he was mad at after being imprisoned. It was a line he'd bring up on Wednesday as well in front of the Las Vegas Metropolitan Police Department headquarters — this time with about two dozen supporters and a row of reporters.

"Who would Bundy be mad at?" he asked.

"Harry Reid!"

"Sheriff!"

Bundy scoured the group before him. "Sheriff, Harry Reid. Who else would he be mad at?"

"Rory Reid!" one yelled, referring to former Sen. Harry Reid's son.

"Obama!"

"Navarro!"

The old rancher paused for a brief moment. "Let me tell you who Bundy would be mad at right off the bat. I would be mad at my Nevada state brand inspector. Does that surprise anybody?" he asked. "I pay my Nevada state brand inspector just like I pay the sheriff here, but I pay him even more directly. Every time he comes and inspects an animal from my ranch, I pay the Nevada state ranchers inspector. Why do I pay the brand inspector. What is his job? What is he supposed to do? He's supposed to protect my cattle. He aids and abets with the federal government to come and steal my cattle."

When asked whether the brand inspectors help the federal government steal cattle, Ward Halterman, a Nevada deputy brand inspector responded, "We don't help anyone steal anything."

Cliven Bundy walks out of federal court with his wife, Carol, on Jan. 8 in Las Vegas after a judge dismissed criminal charges against him and his sons accused of leading an armed uprising against federal authorities in 2014.

'Mama warrior' in Miami aids children of deported migrants

GISELA SALOMON
Associated Press

MIAMI — The 29-year-old Mexican farmworker was stressed and afraid. Her husband had just been detained by Immigration authorities as he left a South Florida construction site and was about to be deported. She feared the same would soon happen to her. What would become of her two kids?

So she called Nora Sandigo, an immigration activist who has accepted responsibility for 1,250 children, becoming an essential part of emergency planning for people who are in the U.S. illegally and now face an increasing prospect of being caught amid a crackdown under President Donald Trump.

"Don't worry," Sandigo told her on a recent morning. "Come see me tomorrow."

Hundreds of immigrant parents have signed a document known as a power of attorney that enables Sandigo to care for their children if they are detained, at which point it might be too late to make such an arrangement.

"People are desperate to do this to protect their kids," she said after hanging up with the woman from Mexico. "Once they are detained there's very little that can be done for them."

The power of attorney allows Sandigo to sign documents on behalf of children at schools, hospitals and court. She can help the minors pursue legal residency if they are not citizens or travel abroad to be reunited with their families.

At least once a week, Sandigo, a 52-year-old mother of two daughters, drives south to the city of Homestead and drops off donated clothing and food for some of them, mostly people from Mexico and Central America who work on nearby farms.

Every two weeks, many of the families gather at her home on the rural southern fringe of Miami. Sometimes several hundred show up.

She hands out donated supplies to the adults while the kids play with a menagerie of animals on the five-acre property, including ponies, a goat, pigs and a peacock.

Most of the kids still live with at least one parent, and in the end she may never have to take care of most of them.

Sandigo, a deeply religious woman who makes frequent references to God and Jesus, gets more involved if the parents are detained or deported. In December, she accompanied an 8-year-old Mexican girl to the hospital because the child couldn't sleep, eat or stop crying after her father was detained and went with another child to an asylum hearing in downtown Miami.

Two kids from Nicaragua whose parents were forced to leave the U.S. lived with her for two years. One now attends Georgetown University and the other lives with an uncle and plans to join the Army.

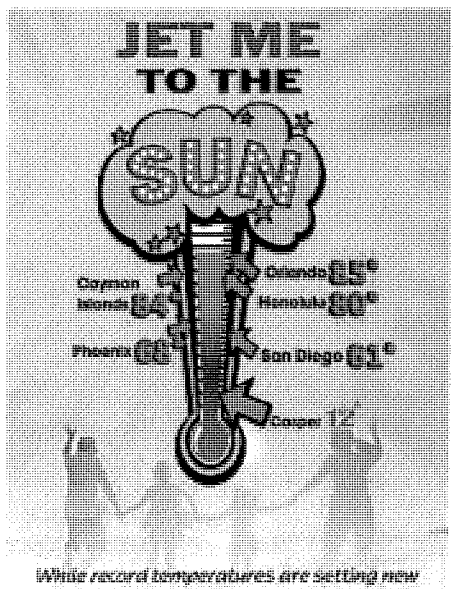
A 16-year-old from India has been living with her since September 2016, getting an education at a local public school that his parents felt he couldn't get back in his homeland. Sandigo refers to the boy, Ritibh Kumar, as "my lovely son."

Kumar, who is tall and athletic and has lived in the U.S. most of his life, said Sandigo checks his homework and watches him play tight end on his school's football team. "She is my No. 1 fan," he said. "This is my second home, my second mother."

Before Lucia Ambruno was forced to return to Colombia, she placed her two children in Sandigo's care after hearing media reports about the foundation. The two teens lived with her in Kendall for several months until they were able to move in with family friends in another part of the U.S.

"She inspires a lot confidence, a lot of love," the 42-year-old Ambruno said of Sandigo. "I trusted her with my little ones and she didn't let me down."

Sandigo can relate to the immigrants she helps. She fled Nicaragua as a teen, leaving her own parents behind, after the socialist Sandinista government confiscated her family's farm. During the 1980s, she provided the U.S.-backed Contra insurgents with clothes and other supplies and later spirited her brother out of the country at age 16 before he could be drafted into the military.



While record temperatures are setting new lows and winds are howling, NOW is the perfect time to let Delta Air Lines fly you to the sun.

When you fly Delta out of Casper/Natrona County International Airport you are one connection away from more than 50 sunny and warm destinations.

It's a value that will warm your heart.

Call your travel agent today or book directly at Delta.com

casper natrona county international airport

DELTA

Operated by SkyWest Airlines

PUBLIC NOTICE

OLD YELLOWSTONE DISTRICT

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 renewal this year; they are 1-year terms. 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, February 2nd, 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 235.8241 or lbecher@casperwy.gov, or visit www.oldyellowstonedistrict.com.

January 30, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Keith McPheeters, Chief of Police
Shane Chaney, Lieutenant

SUBJECT: Authorizing the Purchase of Ballistic Vests in the amount of $25,695.00 from Warrior Kits Safety and Survival Gear.

Meeting Type
Regular Council Meeting
February 20, 2018

Action Type
Minute Action

Recommendation

That Council, by minute action, approve the purchase of nine (9) ballistic protection kits which includes plates, carriers and accessories in the amount of $25,695.00 for use by the Casper Police Department.

Summary

Studies have shown an increase in active shooter incidents in the United States over the last twenty (20) years. Law enforcement officers need access to body armor capable of protecting them against advanced threats. Hard body armor is needed to provide officers with ballistic protection from high velocity rifle rounds. Inadequately protected officers carry higher chances of being incapacitated which results in more civilian and law enforcement casualties.

The State of Wyoming has signed a Participation Agreement with National Association of State Procurement Officers (NASPO) ValuePoint Body Armor Products. This agreement allows the City of Casper to buy directly from the authorized NASPO distributor without having to do a bid process. By going through the NASPO agreement, the City can buy the ballistic protection kits at around fifty-six percent (56%) off the manufacturer's suggested retail price. The authorized NASPO distributor for ballistic protection is a company called Warrior Kit Safety and Survival Gear. This company carries all the necessary components of each ballistic protection kit. Therefore, all components of the kit can be purchased from one distributor at a discounted rate. Further, this company is providing a ten (10) year warranty on the ballistic plate component of the kits, while the industry standard is only a five (5) year warranty.

The City of Casper requested a quote for nine (9) ballistic protection kits which includes plates, carriers and accessories. The total cost of this quote is $25,695.00. The City asks that Council authorize the purchase of these ballistic protection kits from this distributor.

Financial Considerations

Funding for this project will come from a Wyoming Homeland Security Grant designated for the Casper Police Department. A funding match, in whole or in part, is not required of the City of Casper.

Oversight/Project Responsibility

Shane Chaney
Casper Police Department Lieutenant

Attachments
Warrior Kit Estimate

WARRIOR KIT
SAFETY AND SURVIVAL GEAR

368 S McCulloch Blvd.
Pueblo West, CO 81007

Estimate

Date	Estimate #
1/18/2018	WKE17-333

Name / Address
CASPER PD 201 NORTH DAVID, 1ST FLOOR CASPER, WY 82601

Project

Description	Qty	Cost	Total
POINTBLANK ASSULT ONE COMPLETE SET XPIIIA-1 *****Complete Set includes: Collar, Throat, Biceps, Groin Protection and 5 Pouches (from select group of options available) MSRP-$2,974.00 NASP0-$1,665.44	9	1,595.00	14,355.00T
PLT341MCEC 30260-01 SA3 Plate 30260 10X12 SC MC LV III NIJ.06 2.3lbs/1.5inches thick 30260-1 MSRP-$1,157.00 NASPO-$647.92	18	620.00	11,160.00T
extra pouch	9	20.00	180.00T
Law Enforcement		0.00%	0.00
		Total	$25,695.00

Customer Signature _____

January 26, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Tom Pitlick, Financial Services Director
Pete Meyers, Assistant Financial Services
Connie Arnold, Finance Supervisor

SUBJECT: Authorize the discharge of $7,985.56 of uncollectible accounts receivable balances, aged between the dates of October 1, 2012 and December 31, 2012

Meeting Type & Date
Regular Council Meeting
February 20, 2018

Action Type
Minute Action

Recommendation
That Council, by Minute Action, authorize the discharge of $7,985.56 of uncollectible accounts receivable balances, aged between the dates of October 1, 2012 and December 31, 2012.

Summary
Wyoming State Statute 16-4-502 specifies that amounts owed to the City can be discharged by the City Council upon certification of those accounts to the City Council by the City Manager. The accompanying list meets the certification requirement, which requires that an account be uncollectible by means of collection efforts being exhausted, death, or bankruptcy. Staff has cross referenced the current utility accounts, payroll, and accounts receivable database for names and addresses as a final review.

Staff is always reticent to release any debt as uncollectible. After sixty days of pursuit by City Staff, unpaid debts are referred to a private collection agency. But after five years of collection effort, these debts have not been collected. It has become exceedingly unlikely that additional effort expended on collection will result in any additional payments.

The attached accounts receivable list shows all amounts owed up to December 31, 2012. This proposed discharge maintains five (5) years of accounts receivable on the aged trial balance, supporting staff's current workflow to continually clear up bad debt. The total balance of $7,985.56 is certified for discharge.

Financial Considerations
The accounts requested to be discharged will have no financial impact to the City's reported financial results. The City adjusts bad debt expense at the end of each fiscal year, and because the proposed accounts for write-off are five (5) years old, they have been previously recognized.

Oversight/Project Responsibility
Connie Arnold, Finance Supervisor

Attachments
Summary Table – Fund breakdown of the Uncollectible Accounts Receivable Discharge List
City of Casper Uncollectible Accounts Receivable Discharge Listing – Up Through 12/31/12

CITY OF CASPER

UNCOLLECTIBLE ACCOUNTS RECEIVABLE DISCHARGE
As of December 31, 2012

Summary Table

Discharge Reason	Non-Utility	Water Distribution	Wastewater Collection	Refuse Collection	Total Amount
Collection Efforts Exhausted	$220.45	$4,419.14	$1,740.73	$1,525.30	$7,905.62
Bankruptcy		59.96	10.39	9.59	$79.94
Total	$220.45	$4,479.10	$1,751.12	$1,534.89	$7,985.56

CITY OF CASPER

UNCOLLECTIBLE ACCOUNTS RECEIVABLE DISCHARGE
As of December 31, 2012

Listing by Account Holder

Customer Name	Date		Amount	Reason
Barkley, Joshua	10/16/12	$	16.64	Collection Efforts Exhausted
Beattie, Keri	12/06/12	$	65.18	Collection Efforts Exhausted
Benson, Mark	12/13/12	$	226.58	Collection Efforts Exhausted
Bergeron, Charles	10/16/12	$	544.35	Collection Efforts Exhausted
Bjorklund, Amy	11/28/12	$	128.67	Collection Efforts Exhausted
Bodiford, Melodey	12/03/12	$	75.24	Collection Efforts Exhausted
Booth, Lisa	11/21/12	$	15.41	Collection Efforts Exhausted
Bowman, Kendra	11/06/12	$	81.60	Collection Efforts Exhausted
Carter, Leanne	12/31/12	$	42.13	Collection Efforts Exhausted
Clark, Damond	11/29/12	$	16.92	Collection Efforts Exhausted
Collins, Aaron	11/15/12	$	84.09	Collection Efforts Exhausted
Compten, Sherelene	11/20/12	$	69.02	Collection Efforts Exhausted
Cordova, Misty	12/17/12	$	147.77	Collection Efforts Exhausted
Daniels, Carrie	10/09/12	$	80.45	Collection Efforts Exhausted
Daniels, Tony	10/18/12	$	79.94	Bankruptcy
Davis, Jed	12/11/12	$	203.40	Collection Efforts Exhausted
Davis, Joyce	12/03/12	$	130.58	Collection Efforts Exhausted
Dickerson, Jason	11/14/12	$	9.22	Collection Efforts Exhausted
Dickinson, Leroy	12/31/12	$	37.27	Collection Efforts Exhausted
Dodge, Cody	11/28/12	$	87.52	Collection Efforts Exhausted
Fernandez, John	10/01/12	$	132.11	Collection Efforts Exhausted
Foster, Mike K	12/20/12	$	124.77	Collection Efforts Exhausted
Frisby, Peggy	10/03/12	$	207.90	Collection Efforts Exhausted
Genzler, Dan	12/07/12	$	129.67	Collection Efforts Exhausted
Gilstad, Daniel	12/13/12	$	12.53	Collection Efforts Exhausted
Gingrich, Meredith	10/11/12	$	80.85	Collection Efforts Exhausted
Goodman, Wayne	11/16/12	$	66.15	Collection Efforts Exhausted
Hague, Tonjia	10/01/12	$	117.35	Collection Efforts Exhausted
Hannah, Robert	12/04/12	$	69.08	Collection Efforts Exhausted
Harmon, Nicole	12/31/12	$	48.61	Collection Efforts Exhausted
Hayes, Joanna	11/27/12	$	131.12	Collection Efforts Exhausted
Hickey, Gregory	10/25/12	$	234.70	Collection Efforts Exhausted
Holbrook, Jaime	10/04/12	$	59.90	Collection Efforts Exhausted
Hunt, Jamie	11/13/12	$	39.59	Collection Efforts Exhausted
Jensen, Alexis	12/04/12	$	76.12	Collection Efforts Exhausted
Johnson, Sumalee	11/16/12	$	212.24	Collection Efforts Exhausted

Johnson, Uly	11/30/12	$	23.15	Collection Efforts Exhausted
Kilian, Jacque	10/01/12	$	288.97	Collection Efforts Exhausted
Knight, Dawn	10/29/12	$	47.97	Collection Efforts Exhausted
Kraft, Angela	11/15/12	$	11.45	Collection Efforts Exhausted
Mann , John W	10/22/12	$	91.67	Collection Efforts Exhausted
McDaniel, Willard	12/03/12	$	58.47	Collection Efforts Exhausted
McKay, Jason	10/02/12	$	32.79	Collection Efforts Exhausted
McKinstray, Marjorie	11/13/12	$	7.41	Collection Efforts Exhausted
Meador, James	10/23/12	$	44.87	Collection Efforts Exhausted
Meneses, Claudia	11/21/12	$	64.15	Collection Efforts Exhausted
Miller, Analisa	11/28/12	$	173.65	Collection Efforts Exhausted
Miller, Launa	11/28/12	$	137.98	Collection Efforts Exhausted
Monroe, Ray L	11/06/12	$	71.31	Collection Efforts Exhausted
Murchison, Joshua	12/06/12	$	231.36	Collection Efforts Exhausted
Nelson, Douglas	11/27/12	$	91.23	Collection Efforts Exhausted
Nicolds, Jennifer	12/21/12	$	133.87	Collection Efforts Exhausted
Peasley, William	12/19/12	$	83.76	Collection Efforts Exhausted
Peterson, Audrey	11/05/12	$	286.08	Collection Efforts Exhausted
Peterson, Jeff	12/10/12	$	26.22	Collection Efforts Exhausted
Pierce, Rachel	10/01/12	$	31.98	Collection Efforts Exhausted
Rhoades, Kimberly	12/26/12	$	39.58	Collection Efforts Exhausted
Ruane, Velma	11/20/12	$	41.75	Collection Efforts Exhausted
Sanchez, Destinee	12/06/12	$	83.36	Collection Efforts Exhausted
Scheenen, Theresa	12/07/12	$	24.18	Collection Efforts Exhausted
Shepherd, Jamiee	11/16/12	$	76.87	Collection Efforts Exhausted
Smith, Sharon	10/05/12	$	217.44	Collection Efforts Exhausted
Sosa, Juanita	10/23/12	$	74.50	Collection Efforts Exhausted
Spencer, Tyler	11/16/12	$	53.63	Collection Efforts Exhausted
Stephenson, Jeremy	10/10/12	$	35.31	Collection Efforts Exhausted
Sutherland, Heather	12/31/12	$	154.65	Collection Efforts Exhausted
Swimmer, Teresa	10/19/12	$	50.98	Collection Efforts Exhausted
Swingholm, Shawn	11/05/12	$	25.56	Collection Efforts Exhausted
Thorpen, Kari	11/08/12	$	176.83	Collection Efforts Exhausted
Turner, Marilyn J	11/21/12	$	46.31	Collection Efforts Exhausted
Underwood, Demney	10/15/12	$	63.62	Collection Efforts Exhausted
Upchurch, Arron	12/10/12	$	39.62	Collection Efforts Exhausted
Watson, Cecily	10/16/12	$	107.85	Collection Efforts Exhausted
Welch, Jessica	12/21/12	$	189.76	Collection Efforts Exhausted
Westpy, Jacob	10/12/12	$	71.90	Collection Efforts Exhausted
White, Karen	11/07/12	$	115.00	Collection Efforts Exhausted
Wickersham, Donald	11/28/12	$	132.32	Collection Efforts Exhausted
Willy, Nicole	11/06/12	$	85.17	Collection Efforts Exhausted
Young, Donald	10/24/12	$	256.36	Collection Efforts Exhausted

February 1, 2018

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Time Extension's for Retail Liquor License No. 8, Good to Go, LLC, d/b/a Good to Go, and Microbrewery No. 3, Wyoming State Brewing Company, LLC, d/b/a Wyoming State Brewing Company.

Meeting Type & Date
Regular Council Meeting
February 20, 2018

Action type
Minute Action

Recommendation
That Council, by minute action, approve the one year extensions for Good 2 Go, LLC, d/b/a Good 2 Go, located at 1968 East Yellowstone Highway, and Wyoming State Brewing Company, LLC, d/b/a Wyoming State Brewing Company, located at 256 South Center Street.

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

In July of 2017, Wyoming State Statute changed the non-operational time periods. Under the old law liquor licenses were able to be non-operational for two years with an optional one year extension. That changed to one year with a one year optional extension, which makes two years the maximum time a license can remain non-operational.

City Staff received correspondence from the State Liquor Division requiring letters from two non-operational license holders to extend their non-operational status. Both of these license holders were on non-operational status when the law changed. The two license holders are as follows:

1. Retail Liquor license No. 8, Good 2 Go, LLC, located at 1968 East Yellowstone Highway has requested the one year extension. If this is approved, it would extend the non-operational status to April 5, 2019.

2. Microbrewery No. 1, Wyoming State Brewing Company, LLC, located at 256 South Center Street has requested the extension. If this is approved, it would extend the non-operational status to November 2, 2018, however the State Liquor division will grant a grace period to coincide with end of our licensing period term on March 31, 2019.

City Council may grant this by minute action. No publication is required for the extension.

Financial Considerations
No financial considerations.

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist.

Attachments
Extension request letters from liquor license holders.

GOOD2GO

January 12, 2018

Good 2 Go Store, LLC
PO Box 50430
Idaho Falls, ID 83405

City of Casper
200 N David
Casper, WY 82601

To Whom It May Be Concerned:

Good 2 Go Store #216 in Casper, WY, located at 1968 East Yellowstone Avenue is currently being remodeled. We anticipate that the remodel will be completed by the end of February 2018. This remodel will allow us to meet the required storage and layout that we would like to have to sell alcohol, wine, and liquor at our convenience store. As we approach the year date of our non-operational liquor license, we would like to request an optional one-year extension in case the remodel is not complete.

We anticipate operating this license by March of 2018.

Sincerely,

Jeff Cooper

Jeffrey Cooper
Good 2 Go Stores, LLC

February 1, 2018

MEMO TO: J. Carter Napier, City Manager

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

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Financial Considerations
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Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist.

Attachments
Extension request letters from liquor license holders.

WYOMING STATE BREWING CO. LLC

Wyoming State Brewing Co. LLC
P.O. Box 2886
323 S David Street
Casper, Wyoming 82602
PH: 307-333-6338
FAX: 307-333-6339

January 8, 2018

City of Casper
200 N David Street
Casper, Wyoming 82601

Attention: Carla Mills-Laatsch

REF: Wyoming State Brewing LLC

Good Morning Carla,

Wyoming State Brewing is requesting another year of non-operational status with our craft brewing license. With all the other projects we have had in 2017 we just haven't had time to really put a solid business plan together for a brewing operation. However, we do have some properties available that we hope to use for this brewing operation. We hope to have this endeavor up and running on or before November 1, 2018. Please accept this letter as the status of Wyoming State Brewing Company LLC and our brewing license.

Sincerely
WYOMING STATE BREWING CO, LLC

Cole Cercy
Manager - Member