REGULAR COUNCIL MEETING
Tuesday, January 16, 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. CONSIDERATION OF MINUTES OF THE JANUARY 2, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JANUARY 14, 2017

4. CONSIDERATION OF MINUTES OF THE JANUARY 2, 2018 EXECUTIVE SESSION – PERSONNEL

Public Safety

Sustainability of Assets & Services

5. CONSIDERATION OF MINUTES OF THE JANUARY 9, 2018 EXECUTIVE SESSION – PERSONNEL

6. CONSIDERATION OF BILLS AND CLAIMS

7. BRIGHT SPOTS IN OUR COMMUNITY – PROCLAMATIONS
   - LEADERSHIP CASPER (CHAMBER OF COMMERCE)
   - BIG BROTHERS & BIG SISTERS MENTORING MONTH
   - NATIONAL WEEK OF RACIAL HEALING

8. PUBLIC HEARINGS

   A. Minute Action

      1. New **Restaurant Liquor License No. 37** for 2nd Street Eats, LLC, d/b/a **2nd Street Eats, LLC**, Located at 128 East 2nd Street.

      2. Transfer of Ownership for **Retail Liquor License No. 28** from Sunrise Center, LLC, d/b/a Prime Time, to Caputa's Catering, LLC, d/b/a **Sunrise Lanes**, Located at 4370 South Poplar Street.

9. THIRD READING ORDINANCE

   A. Consent

      1. **Vacate** a Portion of **South Forest Drive.**

10. SECOND READING ORDINANCE

   A. Consent

      1. Granting a Franchise to **Bresnan Communications, LLC** for the **Construction and Operation of a Cable System**.

11. FIRST READING ORDINANCE

   A. Ordinance

      1. Update **Section 17.12.124** (Towers) of the **Casper Municipal Code**.

12. RESOLUTIONS

A. Consent

1. Approval of a **County Plat, Becker Business Center**.

2. Authorizing a Final Acceptance Certificate with the **Wyoming Department of Transportation** for the **Robertson Road North Pathway Project**.

3. Authorizing Contract for Professional Services with **ECS Engineering**, in the Amount of $165,443, for the **2018 Arterials and Collectors Project**.

4. Authorizing the Final Acceptance Certificate with **Wyoming Department of Transportation** for the **CATC Parking Lot Repairs Project**.

5. Accepting a Right-of-Way Easement from the **Casper Humane Society**, as Part of the **McKinley Street Underpass Storm Water Repairs Project**.

6. Authorizing a Professional Services Agreement with the **University of Wyoming Cooperative Extension Service**.

7. Authorizing the Acceptance of an **Updated Drug and Alcohol Policy** for City Employees Performing Safety-Sensitive Functions as Defined by the **United States Federal Transit Administration**.

8. Authorizing the Mayor to Sign the Application and Resolution for **Reallocation of County Wide Consensus Funds**.

13. MINUTE ACTION

A. Consent

1. Appointing **Carol Crump** to a Three-year (3) Term as a **Civil Service Commissioner** Effective February 1, 2018.

2. Authorize the Purchase of One (1) New **Front Loading Sanitation Truck Body**, in the Amount of $110,333.00, from **McNeilus Truck and Manufacturing**, for Use by the Solid Waste Division of the Public Services Department.

14. COMMUNICATIONS

A. From Persons Present

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

16. ADJOURNMENT

Upcoming Council meetings

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

Special session (Executive Session – Personnel)
4:30 p.m. Wednesday, January 17, 2018 – Council Meeting Room

Work sessions
4:30 p.m. Tuesday, January 23, 2018 – Council Meeting Room
4:30 p.m. Tuesday, February 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
January 2, 2018

Casper City Council met in regular session at 6:00 p.m., Tuesday, January 2, 2018. Present: Councilmembers Robert J. Hopkins, Amanda Huckabay, Shawn Johnson, Dallas J. Laird, Jesse Morgan, Ray Pacheco, Charlie Powell, Christopher Walsh and Mayor Kenyne Humphrey.

Mayor Humphrey led the audience in the Pledge of Allegiance.

Moved by Councilmember Hopkins, seconded by Councilmember Walsh, to, by minute action, approve the minutes of the December 19, 2018, regular Council meeting, as published in the Casper-Star Tribune on December 27, 2018. Motion passed.

Moved by Councilmember Morgan, seconded by Councilmember Johnson, to, by minute action, approve payment of the January 2, 2018, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims
01/02/18

A-1	Services	$155.00
AAALandscaping	Services	$25.00
Adecco	Services	$1,584.00
AllTrees	Services	$85.69
AMBI	Services	$640.99
ArrowheadHeating	Services	$1,025.57
Balefill	Services	$42,876.05
BankOfAmerica	Goods	$182,364.73
BBales	Refund	$34.06
BHEnergy	Services	$5,787.70
BJenkins	Refund	$59.54
CasperPubSafetyComm	Services	$3,195.02
CATC	Funding	$110,888.00
Centurylink	Services	$391.33
Ch2mHill	Services	$5,087.35
CIGNA	Services	$11,044.53
CityofCasper	Services	$6,926.67
CivilEngineeringProfessionals	Projects	$33,901.80
CJCrowe	Reimb	$38.06
CollectionCenter	Services	$447.60
Comtronix	Services	$732.00
DaveLodenConstruction	Projects	$150.00
DeltaDental	Services	$30,307.37

DLenzke	Refund	$49.22
DPCIndustries	Goods	$6,518.68
DStoops	Refund	$19.51
DvdDLaplante	Services	$2,203.15
EatonSls	Parts	$322.00
EMoore	Reimb	$75.00
EnvironmentalCivilSolutions	Services	$1,030.00
FirstData	Services	$6,187.43
FirstInterstateBank	Services	$91.68
FirstInterstateBank	Services	$509.24
GolderAssociates	Services	$2,581.46
GSGArchitecture	Services	$19,838.45
HDR Engineering	Projects	$5,599.62
Homax	Goods	$39,431.35
IndstrlContnrSvc	Goods	$2,918.29
ITCElec	Services	$10,523.70
JDOsborne	Refund	$24.69
KellySvcs	Services	$2,542.65
LewisBusGrp	Bus	$70,000.00
LnclnNtlLife	Services	$265.76
LongBuildingTech	Services	$907.15
M Bratvold	Reimb	$100.00
MBowman	Reimb	$22.62
McMurryReadyMix	Goods	$143.13
MDean	Reimb	$35.43
MRAlberts	Refund	$31.98
MStraw	Refund	$28.79
Nalco	Supp	$16,207.20
NTuft	Refund	$144.89
PostalPros	Services	$5,786.96
R Weant	Reimb	$51.44
Raftelis	Services	$5,220.25
RecycledMaterials	Services	$101,186.56
ReedsAuto	Parts	$532.33
RockyMtnPower	Services	$82,252.02
RodBarstadsPnt	Services	$15,478.55
SCarr	Refund	$91.15
Smarsh	Services	$1,768.50
StealthPartnerGroup	Services	$55,993.71
TColling	Refund	$57.01
TestAmLab	Services	$116.00
TretoConstruction	Projects	$47,301.45
Viewpoint	Services	$2,160.00

VisionServicePlan	Services	$1,463.00
WasteWaterTreatment	Funding	$600.00
WesternWaterConsult	Services	$17,192.76
WestPlainsEngineering	Services	$28,837.50
WilliamsPorterDay	Services	$209.00
Worldwash	Services	$900.00
WorthingtonLenhart&Carpenter	Services	$13,504.36
WyBusinessCoalition	Services	$4,560.00
WyDEQ	Services	$1,400.00
WYDOT	Services	$234.64
WyMachinery	Goods	$64,252.34
		$1,077,250.66

Mayor Humphrey expressed her appreciation to Council and City staff for their support during her tenure as Mayor. She congratulated incoming leadership and wished them well.

Moved by Councilmember Hopkins, seconded by Councilmember Morgan, to, by minute action, nominate Ray Pacheco as Mayor of the City of Casper, Wyoming, for calendar year 2018. Councilmembers Huckabay and Walsh voted nay. Motion passed.

Moved by Councilmember Hopkins, seconded by Councilmember Morgan, to, by minute action, nominate Charlie Powell as Vice-President of the Casper City Council for calendar year 2018. Motion passed.

Municipal Court Judge Rob Hand issue the oath of office to newly-elected Mayor Ray Pacheco and Vice-President of Council Charlie Powell.

Vice-President Charlie Powell introduced members of his family and shared the significance of civil discourse.

Mayor Pacheco presented Councilmember Humphrey with a plaque of appreciation and thanked her for her service as Mayor.

Mayor Pacheco introduced members of his family and spoke of his plans for the upcoming year. He then called for a brief recess at 6:20 p.m., and reconvened the meeting at 6:27 p.m.

Moved by Councilmember Walsh, seconded by Councilmember Morgan, to, by minute action: establish January 16, 2018, as the public hearing date for the consideration of new Restaurant Liquor License No. 37 for 2nd Street Eats, LLC, d/b/a 2nd Street Eats, LLC, located at 128 East 2nd Street; and the transfer of ownership for Retail Liquor License No. 28 from Sunrise Center, LLC, d/b/a Prime Time, to Caputa's Catering, LLC, d/b/a Sunrise Lanes, located at 4370 South Poplar Street. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of the transfer of ownership of Limited Retail Liquor License No. 10, for Three Crowns, LLC d/b/a Three Crowns Golf Club to Amoco Reuse Agreement Joint Powers Board d/b/a Three Crowns Golf Club, located at 1601 King Boulevard.

Interim City Attorney Chambers entered four (4) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated December 5, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated December 26, 2017, an affidavit of website publication, as published on the City of Casper website, dated December 5, 2017, and the liquor license application filed November 14, 2017. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving Limited Retail Liquor License No. 10, the public hearing was closed.

Moved by Councilmember Hopkins, seconded by Councilmember Johnson, to, by minute action, authorize the transfer of ownership of Limited Retail Liquor License No. 10. Motion passed.

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

ORDINANCE NO. 21-17

AN ORDINANCE APPROVING THE VACATION OF A PORTION OF SOUTH FOREST DRIVE.

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

Following ordinance read:

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.

Councilmember Johnson presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Humphrey. City Manager Napier provided a brief report. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-1

A RESOLUTION AUTHORIZING A LEASE BETWEEN THE CITY OF CASPER AND THE CASPER MOUNTAIN RACERS.

RESOLUTION NO. 18-2

A RESOLUTION AUTHORIZING A TRANSFER OF OWNERSHIP OF THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY PERMIT TO CONSTRUCT FOR THE CASPER LOGISTICS HUB, PROJECT NO. 13-045.

RESOLUTION NO. 18-3

A RESOLUTION AUTHORIZING THE RENEWAL AND AMENDMENT TO THE ENVIRNOMENTAL SYSTEMS RESEARCH INSTITUE, INC. SMALL MUNICIPAL AND COUNTY GOVERNMENT ENTERPRISE LICENSE AGREEMENT.

Councilmember Morgan presented the foregoing three (3) resolutions for adoption. Seconded by Councilmember Johnson. Motion passed.

Moved by Councilmember Humphrey, seconded by Councilmember Hopkins, to, by consent minute action, appoint Stephanie Whitfield and Jon B. Huss to the Leisure Services Advisory Board, to a term ending December 31, 2020 and December 31, 2021, respectively; designate First Interstate Bank as an official depository for funds of the City of Casper for calendar year 2018; and designate the Casper Journal and the Casper Star-Tribune as the City's Official Newspapers for calendar year 2018. Motion passed.

Dennis Steensland, 533 S. Washington, addressed Council asking them to be decisive, to be mindful of their attendance at meetings, to monitor David Street Station and the Ash Street properties, and to support City staff.

Mayor Pacheco noted the next meetings of the City Council will be a special work session to be held at 5:30 p.m., Tuesday, January 3, 2018, at Fort Caspar; and, a work session to be held at 6:00 p.m., Tuesday, January 9, 2018, in the Council's meeting room.

At 7:15 p.m., it was moved Councilmember Hopkins, seconded by Councilmember Walsh, to adjourn into executive session to discuss personnel. Motion passed. Council moved into the Council meeting room.

Council returned to the Council Chambers. At 7:58 p.m., it was moved by Councilmember Johnson, seconded by Councilmember Powell, to adjourn the executive session and regular Council meeting. Motion passed.

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

Bills & Claims

City of Casper

01/03/2018 to 01/16/2018

71 CONSTRUCTION, INC.	106499HP COLD MIX	$579.60
	Subtotal for Cost Center **Streets:**	**$579.60**
	106499HP COLD MIX	$1,839.60
	Subtotal for Cost Center **Water:**	**$1,839.60**
	Vendor Subtotal:	**$2,419.20**
A.M.B.I. & SHIPPING, INC.	17-12-677 POSTAGE	$31.70
	Subtotal for Cost Center **Engineering:**	**$31.70**
	17-12-679 POSTAGE	$1,270.60
	Subtotal for Cost Center **Finance:**	**$1,270.60**
	Vendor Subtotal:	**$1,302.30**
A-1 PORTABLES & SERVICES	2162 LANDFILL PORTA POTTY	$130.00
	2163 BALER BLDG PORTA POTTY	$130.00
	Subtotal for Cost Center **Balefill:**	**$260.00**
	Vendor Subtotal:	**$260.00**
ADECCO USA, INC.	68849669 BALER LABORER/CONTRACT	$792.00
	68858400 BALER LABORERS	$792.00
	Subtotal for Cost Center **Balefill:**	**$1,584.00**
	Vendor Subtotal:	**$1,584.00**
AMERI-TECH EQUIPMENT CO.	18388 STOCK, HR4752 CYL (2)	$1,038.36
	Subtotal for Cost Center **Fleet Maintenance:**	**$1,038.36**
	103998 SALTER REPAIRS	$307.81
	Subtotal for Cost Center **Refuse Collection:**	**$307.81**
	Vendor Subtotal:	**$1,346.17**
ANDREEN HUNT	3640 E CASPER ZONE III WATER SYSTEM	$100,770.01

Note: *Click the invoice for additional information.*

Bills & Claims

City of Casper

01/03/2018 to 01/16/2018

CONSTRUCTION, INC.	3640 E CASPER ZONE III WATER SYSTEM	$49,632.99
	3640 RETAINAGE 13-38	-$1,941.10
	RIN0028324 RETAINAGE TO JT ACCT 13-38	$1,941.10
	Subtotal for Cost Center **Water:**	**$150,403.00**
	Vendor Subtotal:	**$150,403.00**
ARCADIS U.S., INC.	0884479 ENGINEERING SERVICES FOR WWTP	$2,316.02
	Subtotal for Cost Center **Waste Water:**	**$2,316.02**
	Vendor Subtotal:	**$2,316.02**
ARROWHEAD HEATING & AIR CONDITIONING	10337 HEATER REPAIR/LF EQUIP. BLDG.	$552.81
	Subtotal for Cost Center **Balefill:**	**$552.81**
	Vendor Subtotal:	**$552.81**
ATLANTIC ELECTRIC, INC.	7305 LUMINAIRE SERVICES	-$138.00
	7303 RETAINAGE 16-008	-$68.00
	Subtotal for Cost Center **General - Streets:**	**-$206.00**
	7303 LUMINAIRE SERVICES	$680.00
	7305 LUMINAIRE SERVICES	$1,380.00
	Subtotal for Cost Center **Streets:**	**$2,060.00**
	Vendor Subtotal:	**$1,854.00**
BRUCE MARTIN	RIN0028314 TUITION REIMBURSEMENT	$1,392.30
	Subtotal for Cost Center **Water:**	**$1,392.30**
	Vendor Subtotal:	**$1,392.30**
CASELLE, INC.	85399 CONTRACT/MAINTENANCE SUPPORT	$75.00
	Subtotal for Cost Center **Finance:**	**$75.00**
	Vendor Subtotal:	**$75.00**

Note: *Click the invoice for additional information.*

CASPER PUBLIC UTILITIES	RIN0028327 SANITATION	$106.50
	RIN0028327 SEWER	$21.65
	Subtotal for Cost Center **Water Treatment Plant:**	**$128.15**
	Vendor Subtotal:	**$128.15**
CENTRAL WY. REGIONAL WATER	159573 DEC17 SYSTEM INVESTMENT FEES	$3,798.00
	159581 DEC17 WHOLESALE WATER	$226,155.76
	Subtotal for Cost Center **Water:**	**$229,953.76**
	Vendor Subtotal:	**$229,953.76**
CENTURYLINK	RIN0028329 PHONE USE	$38.67
	Subtotal for Cost Center **City Manager:**	**$38.67**
	RIN0028329 PHONE USE	$10,907.44
	RIN0028323 PHONE USE	$489.83
	Subtotal for Cost Center **Communications Center:**	**$11,397.27**
	RIN0028329 PHONE USE	$39.32
	AP00014301051813 VOIP PHONE	$771.12
	Subtotal for Cost Center **Finance:**	**$810.44**
	RIN0028329 PHONE USE	$46.59
	RIN0028329 PHONE USE	$39.08
	RIN0028329 PHONE USE	$39.32
	RIN0028337 PHONE USE	$1,015.55
	RIN0028323 PHONE USE	$45.67
	Subtotal for Cost Center **Fire:**	**$1,186.21**
	RIN0028329 PHONE USE	$38.67
	RIN0028329 PHONE USE	$38.67
	Subtotal for Cost Center **Fleet Maintenance:**	**$77.34**
	RIN0028329 PHONE USE	$38.67
	Subtotal for Cost Center **Ice Arena:**	**$38.67**
	RIN0028329 PHONE USE	$77.30
	Subtotal for Cost Center **Metro Animal:**	**$77.30**
	RIN0028329 PHONE USE	$125.74

	RIN0028329 PHONE USE	$158.08
	RIN0028329 PHONE USE	$39.32
	RIN0028329 PHONE USE	$229.35
	RIN0028329 PHONE USE	$296.23
	Subtotal for Cost Center **Police:**	**$848.72**
	RIN0028329 PHONE USE	$39.32
	RIN0028329 PHONE USE	$38.67
	RIN0028329 PHONE USE	$39.32
	RIN0028329 PHONE USE	$117.96
	RIN0028329 PHONE USE	$46.32
	Subtotal for Cost Center **Recreation:**	**$281.59**
	RIN0028329 PHONE USE	$76.86
	RIN0028329 PHONE USE	$38.43
	Subtotal for Cost Center **Waste Water:**	**$115.29**
	RIN0028329 PHONE USE	$54.79
	RIN0028329 PHONE USE	$38.67
	Subtotal for Cost Center **Water:**	**$93.46**
	Vendor Subtotal:	**$14,964.96**
CITY OF CASPER	5128/159510 DEC 17 CATC FUEL CHARGES	$6,189.81
	5128/159510 DEC 17 CATC FUEL CHARGES	$6,189.81
	5128/159509 DEC 17 CATC WORKORDERS	$3,910.00
	5128/159509 DEC 17 CATC WORKORDERS	$15,639.98
	Subtotal for Cost Center **C.A.T.C.:**	**$31,929.60**
	Vendor Subtotal:	**$31,929.60**
CITY OF CASPER - BALEFILL	525/159554 SANITATION	$21.15
	525/159501 SANITATION	$19.74
	Subtotal for Cost Center **Hogadon:**	**$40.89**
	2772/159572 SANITATION	$45,375.00
	2772/159530-555 SANITATION	$15,524.10
	2772/159672-688 SANITATION	$9,678.71
	2772/159349 SANITATION	$4,785.07
	2772/159376 SANITATION	$4,642.66
	2772/159502 SANITATION	$4,912.91

	2772/159381-470 SANITATION	$11,421.00
	2772/159602 SANITATION	$5,315.66
	2772/159632 SANITATION	$5,007.85
	Subtotal for Cost Center **Refuse Collection:**	**$106,662.96**
	1276/159528-553 SANITATION	$245.81
	1276/159670 SANITATION	$129.25
	1276/159374 SANITATION	$103.87
	1276/159389 SANITATION	$141.47
	Subtotal for Cost Center **Waste Water:**	**$620.40**
	Vendor Subtotal:	**$107,324.25**
CIVIL ENGINEERING PROFESSIONALS, INC.	17-045-01 CY BOOSTER STATION PROFESSIONA	$2,651.53
	17-045-01 CY BOOSTER STATION PROFESSIONA	$1,305.97
	Subtotal for Cost Center **Water:**	**$3,957.50**
	Vendor Subtotal:	**$3,957.50**
CLYDE HANAMAIKAI	1-281451 BOOT REIMBURSEMENT	$22.84
	Subtotal for Cost Center **Fleet Maintenance:**	**$22.84**
	Vendor Subtotal:	**$22.84**
COWDIN CLEANING	201249 JANITORIAL SERVICE CENTER	$816.00
	Subtotal for Cost Center **Buildings & Structures:**	**$816.00**
	Vendor Subtotal:	**$816.00**
DAVIDSON FIXED INCOME MGMT.	2017-12CASPER FIXED INCOME MANAGEMENT FEES	$3,594.24
	Subtotal for Cost Center **Finance:**	**$3,594.24**
	Vendor Subtotal:	**$3,594.24**
DELTA DENTAL PLAN OF WY.	RIN0028332 DENTAL INSURANCE	$24,771.62
	Subtotal for Cost Center **Health Insurance:**	**$24,771.62**
	Vendor Subtotal:	**$24,771.62**

ECONOMIC DEVELOPMENT JOINT POWERS BOARD	FY2018-3 3RD QTR FUNDING	$105,090.04
	Subtotal for Cost Center **Special Reserves:**	**$105,090.04**
	Vendor Subtotal:	**$105,090.04**
FIRST DATA MERCHANT SVCS CORP.	REMI1292366 CREDIT CARD FEES	$35.73
	Subtotal for Cost Center **Fort Caspar:**	**$35.73**
	REMI1292367 CREDIT CARD FEES	$14.96
	Subtotal for Cost Center **Golf Course:**	**$14.96**
	REMI1292369 CREDIT CARD FEES	$48.94
	Subtotal for Cost Center **Metro Animal:**	**$48.94**
	Vendor Subtotal:	**$99.63**
GLOBAL SPECTRUM L.P.	201718-07 JAN 2018 NET OPER LOSS FEE	$82,909.91
	Subtotal for Cost Center **Casper Events Center:**	**$82,909.91**
	Vendor Subtotal:	**$82,909.91**
GOLDER ASSOCIATES	501897 3 ADDTL MONTHS OF O & M	$13,587.65
	Subtotal for Cost Center **Balefill:**	**$13,587.65**
	Vendor Subtotal:	**$13,587.65**
HLP, INC.	14165 CHAMELEON/CMS SOFTWARE	$2,880.00
	Subtotal for Cost Center **Metro Animal:**	**$2,880.00**
	Vendor Subtotal:	**$2,880.00**
HOMAX OIL SALES, INC.	0392517-IN EQUIPMENT MAINTENANCE/OIL	$590.46
	Subtotal for Cost Center **Balefill:**	**$590.46**
	0392470-IN STOCK, HYDRAULIC 2400 QTS	$4,014.00
	0393250-IN STOCK, 02/F2 DIESEL 9000 GAL	$21,524.13

	Subtotal for Cost Center **Fleet Maintenance:**	**$25,538.13**
	Vendor Subtotal:	**$26,128.59**
INBERG-MILLER ENGINEERS	19093CM03.4 TESTING E 26TH STREET	$352.50
	Subtotal for Cost Center **Streets:**	**$352.50**
	Vendor Subtotal:	**$352.50**
INDUSTRIAL SCREEN & MAINTENANCE, INC.	70061 ANNUAL CRANE INSPECTION	$440.00
	Subtotal for Cost Center **Water Treatment Plant:**	**$440.00**
	Vendor Subtotal:	**$440.00**
INSTALLATION & SVC. CO.	268459 RETAINAGE RELEASE 15-65	$14,019.72
	Subtotal for Cost Center **Capital Projects - Streets**	**$14,019.72**
	Vendor Subtotal:	**$14,019.72**
ITC ELECTRICAL TECHNOLOGIES	23879 ROOF DRAIN HEATER REPAIR	$283.50
	Subtotal for Cost Center **Water Treatment Plant:**	**$283.50**
	Vendor Subtotal:	**$283.50**
KEITH MCPHEETERS	RIN0028331 TRAVEL REIMBURSEMENT	$12.00
	Subtotal for Cost Center **Police:**	**$12.00**
	Vendor Subtotal:	**$12.00**
KELLY SVCS., INC.	50176909 BALER LABORERS	$1,179.20
	Subtotal for Cost Center **Balefill:**	**$1,179.20**
	Vendor Subtotal:	**$1,179.20**
KUBWATER RESOURCES, INC	07215 ZETAG 7593 DRY POLYMER	$5,018.98
	Subtotal for Cost Center **Waste Water:**	**$5,018.98**

	Vendor Subtotal:	**$5,018.98**
LONG BUILDING TECHNOLOGIES	SRVCE0087398 CAMERA REPAIR	$110.00
	SRVCE0087396 CAMERA REPAIR	$757.89
	Subtotal for Cost Center **Balefill:**	**$867.89**
	Vendor Subtotal:	**$867.89**
MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS	AP00017901051813 METRO INTERNET SVS	$1,003.55
	Subtotal for Cost Center **Finance:**	**$1,003.55**
	Vendor Subtotal:	**$1,003.55**
NANCY RAUCHFUSS	RIN0028330 DENTAL PREMIUM REIMBURSEMENT	$39.77
	Subtotal for Cost Center **Health Insurance:**	**$39.77**
	Vendor Subtotal:	**$39.77**
NATIONAL BENEFIT SERVICES	627609 PLAN ADMIN FEES	$387.35
	Subtotal for Cost Center **Health Insurance:**	**$387.35**
	Vendor Subtotal:	**$387.35**
P-CARD VENDORS	00067947 Amazon.com - Purchase	$12.41
	00067947 Amazon.com - Purchase	$5.51
	00067949 SAMS CLUB #6425 - Purchase	$25.96
	00067976 Amazon.com - Purchase	$11.73
	00067984 Amazon.com - Purchase	$25.09
	Subtotal for Cost Center **Aquatics:**	**$80.70**
	00068097 SAMS CLUB #6425 - Purchase	$24.44
	00068146 19TH HOLE RESTAURANT & - Purch	$75.00
	00067606 INDUSTRIAL SCREEN & MA - Purch	$125.00
	00067765 B & B RUBBER STAMP SHO - Purch	$34.65
	00067846 BAILEYS ACE HDWE - Purchase	$23.99
	00067878 CASPER FIRE EXTINGUISH - Purch	$209.51
	00067878 CASPER FIRE EXTINGUISH - Purch	$209.52

00067884 SAMS CLUB #6425 - Purchase	$27.04
00067892 BLOEDORN LUMBER CASPER - Purch	$162.35
00067894 CASPER FIRE EXTINGUISH - Purch	$168.00
00067903 CASPER FIRE EXTINGUISH - Purch	$104.00
00067903 CASPER FIRE EXTINGUISH - Purch	$104.00
00067857 WYOMING MACHINERY CO - Purchas	$17,066.50
00068011 CPU IIT - Purchase	$88.40
00068116 COMPRESSION LEASING SE - Purch	$1,116.70
00068131 BAILEYS ACE HDWE - Purchase	$25.53
00068147 WM SUPERCENTER #1617 - Purchas	$99.88
00068148 ALLIANCE ELECTRIC LLC - Purcha	$360.00
00068181 MENARDS CASPER WY - Purchase	$140.73
00068230 AIRGAS CENTRAL - Purchase	$326.27
00068239 CENTURYLINK/SPEEDPAY - Purchas	$59.17
00068250 ALSCO INC. - Purchase	$335.76
00068288 PERENNIALENERGY - Purchase	$7,238.64
00067907 AIRGAS CENTRAL - Purchase	$47.13
00067910 WW GRAINGER - Purchase	$14.60
00068232 CASPER STAR TRIBUNE - Purchase	$425.80
00067910 WW GRAINGER - Purchase	$32.24
00067931 AIRGAS CENTRAL - Purchase	$18.20
00067936 MENARDS CASPER WY - Purchase	$366.95
00067941 AGP PROPANE SERVICES - Purchas	$487.86
00067950 FLEETPRIDE 893 - Purchase	$78.25
00067958 COCA COLA BOTTLING CO - Purcha	$7.35
00067969 SOLID WASTE ASSOCIA - Purchase	$799.00
00068003 AMERI-TECH EQUIPMENT C - Purch	$41.88
00068022 BAILEYS ACE HDWE - Purchase	$13.74
00068029 AMERI-TECH EQUIPMENT C - Purch	$29.35
00068051 WW GRAINGER - Purchase	$108.15
00068065 WW GRAINGER - Purchase	$373.60
Subtotal for Cost Center **Balefill:**	**$30,969.18**
00067964 DAVIDSON MECHANICAL, I - Purch	$1,514.48
Subtotal for Cost Center **Buildings & Structures:**	**$1,514.48**
00068250 ALSCO INC. - Purchase	$175.00
00067945 BLOEDORN LUMBER CASPER - Purch	$33.99
00067953 NORCO INC - Purchase	$908.12
00067955 CRESCENT ELECTRIC 103 - Purcha	$190.89
00067956 CRESCENT ELECTRIC 103 - Purcha	$105.47
00067959 CRESCENT ELECTRIC 103 - Purcha	$133.57
00067965 CRESCENT ELECTRIC 103 - Purcha	$63.63

00067967 HERCULES INDUSTRIES CA - Purch	$12.02
00067972 CRESCENT ELECTRIC 103 - Purcha	$44.52
00068010 DIAMOND VOGEL PAINT #7 - Purch	$7.56
00068056 MENARDS CASPER WY - Purchase	$31.94
00068062 EREPLACEMENTPARTS.COM - Purcha	$42.16
00068100 ROTO ROOTER - Purchase	$238.25
00068101 CRESCENT ELECTRIC 103 - Purcha	$42.61
00068102 CRESCENT ELECTRIC 103 - Purcha	$7.51
00068135 BLOEDORN LUMBER CASPER - Purch	$16.63
00068136 DENNIS SUPPLY COMPANY - Purcha	$4.04
00068155 DENNIS SUPPLY COMPANY - Purcha	$7.95
00068191 WW GRAINGER - Purchase	$31.80
00068194 CRESCENT ELECTRIC 103 - Purcha	$356.18
00068238 CRESCENT ELECTRIC 103 - Credit	-$356.18
00068258 WW GRAINGER - Purchase	$140.43
Subtotal for Cost Center **Buildings & Structures:**	**$2,238.09**
00067485 NORCO INC - Purchase	$19.40
00068130 SOURCE OFFICE AND TECH - Purch	$12.18
Subtotal for Cost Center **Cemetery:**	**$31.58**
00068376 TOP OFFICE PRODUCTS IN - Purch	$110.84
Subtotal for Cost Center **City Attorney:**	**$110.84**
00067162 AMAZON.COM AMZN.COM/BI - Purch	$295.23
00067168 AMAZON.COM AMZN.COM/BI - Purch	$37.70
00067275 AMAZON.COM AMZN.COM/BI - Purch	$1,246.08
00068002 VZWRLSS IVR VB - Purchase	$120.13
00068322 RICOH USA, INC - Purchase	$137.82
Subtotal for Cost Center **Code Enforcement:**	**$1,836.96**
00067776 GUS GLOBALSTAR USA - Purchase	$184.02
00067792 CHARTER COMM - Purchase	$78.62
00068242 VZWRLSS IVR VB - Purchase	$38.22
00068256 CHARTER COMM - Purchase	$78.62
00068263 VZWRLSS IVR VB - Purchase	$123.14
00068279 VZWRLSS IVR VB - Purchase	$246.28
00068286 GUS GLOBALSTAR USA - Purchase	$177.23
00068315 DTV DIRECTV SERVICE - Purchase	$71.99
Subtotal for Cost Center **Communications Center:**	**$998.12**
00068053 ITRON INC - Purchase	$2,428.72
00067739 MURDOCH'S RANCH & HOME - Purch	$74.98

00067469 ATLAS OFFICE PRODUCTS - Purcha	$8.57
00067726 ATLAS OFFICE PRODUCTS - Purcha	$26.26
00067660 CASPER CONTRACTORS SUP - Purch	$125.21
00067713 NORCO INC - Purchase	$73.46
00068228 CASPER STAR TRIBUNE - Purchase	$87.72
00068109 VZWRLSS IVR VB - Purchase	$280.07
Subtotal for Cost Center **Finance:**	**$3,104.99**
00067847 NFPA NATL FIRE PROTECT - Purch	$175.00
00067874 COMMUNICATION TECHNOLO - Purch	$747.00
00067875 CASPER FIRE EXTINGUISH - Purch	$151.50
00067882 AMBI MAIL AND MARKETIN - Purch	$20.00
00067909 WAL-MART #1617 - Purchase	$39.49
00067918 ENERGY LABORATORIES - Purchase	$200.00
00067919 NFPA NATL FIRE PROTECT - Purch	$434.53
00067930 CASPER FIRE EXTINGUISH - Purch	$141.75
00067943 ATLAS OFFICE PRODUCTS - Purcha	$271.35
00067946 SUTHERLANDS 2219 - Purchase	$19.79
00067988 BARGREEN WYOMING 25 - Purchase	$39.84
00067992 KISTLER TENT AND AWNIN - Purch	$22.00
00068001 MOTOROLA SOLUTIONS ONL - Purch	$9,716.25
00067179 EXXONMOBIL 47626544 - Purch	$34.56
00067361 INT'L CODE COUNCIL INC - Purch	$505.63
00067534 BLOEDORN LUMBER CASPER - Purch	$98.95
00067573 ATLAS OFFICE PRODUCTS - Purcha	$369.90
00062141 LOAF N JUG #0103 Q81 - Purch	$60.27
00067674 INT IN CK MECHANICAL, - Purch	$224.00
00068058 THE HOME DEPOT #6001 - Purchas	$13.52
00068095 VZWRLSS MY VZ VB P - Purchase	$120.03
00068265 LN CURTIS - Purchase	$24.80
Subtotal for Cost Center **Fire:**	**$13,430.16**
00063072 CASPER TIRE 0000705 - Purchase	$65.00
00067208 OSHKOSH CORP MCNEILUS - FILTER	$453.01
00067231 UNITED STATES WELDING - TRIGGE	$44.95
00067576 SEAT COVERS PLUS - Purchase	$366.95
00067588 SEAT COVERS PLUS - Purchase	$159.95
00067926 ROSENBAUER SOUTH DAKOT - Purch	$290.36
00067934 ROSENBAUER SOUTH DAKOT - Purch	$92.16
00068084 GREINER FORD LINCOLN O - Purch	$32.25
00068091 INLAND TRUCK PARTS -STEERING G	$1,557.49
00068092 INLAND TRUCK PARTS - U JOINTS	$215.26
00068096 NEWARK US 00000075 - Purchase	$65.03

00068099 STOTZ EQUIP-CASPER- - LEVER	$174.72
00068103 STOTZ EQUIP-CASPER- - Purchase	$14.94
00068106 JACKS TRUCK AND EQUIPM - Purch	$286.92
00068108 BEARING BELTCHAIN00244 - Purch	$1,212.34
00068110 JACKS TRUCK AND EQUIPM - Purch	$132.83
00068114 JACKS TRUCK AND EQUIPM - Purch	$445.71
00068127 UNITED STATES WELDING - Credit	-$44.95
00068128 EQUIPMENT COMPANY OF - WATER G	$465.43
00068134 GREINER FORD LINCOLN O - Purch	$22.02
00068151 JACKS TRUCK AND EQUIPM - Credi	-$56.31
00068163 PARTMASTER - TOOL	$459.29
00068171 STOTZ EQUIP-CASPER- - LONG BOL	$53.78
00068213 INT IN PETERSON EQUIP - BOLTS	$285.73
00068224 GREINER FORD LINCOLN O - Credi	-$85.79
00067620 JACKS TRUCK AND EQUIPM - Purch	$176.20
00067625 JACKS TRUCK AND EQUIPM - Purch	$196.68
00067676 GLACIER DIESEL POWER I - Purch	$163.21
00067697 NAPA	$2,273.82
00067697 BEARING BELTCHAIN00244 - Purch	$11.00
00067748 GCR TIRES #751 - Purchase	$2,090.00
00067764 AMERI-TECH EQUIPMENT C - Purch	$62.86
00067825 JACKS TRUCK AND EQUIPM - KAM 2	$664.32
00067870 BEARING BELTCHAIN00244 - STOCK	$1,054.36
00067886 INT IN PETERSON EQUIP - O-RIN	$125.22
00067887 GOODYEAR COMMERCIAL TI - Purch	$2,760.00
00067889 ALPINE MOTOR SPORTS - FILTER	$28.95
00067914 GREINER FORD LINCOLN O - Credi	-$50.00
00067968 HOSE & RUBBER SUPPLY C - 25 HO	$429.29
00067978 GREINER FORD LINCOLN O - HOSE	$17.14
00067981 HOSE & RUBBER SUPPLY C - RINGS	$4.06
00067993 GOODYEAR COMMERCIAL TI - TIRES	$2,183.00
00068014 GREINER FORD LINCOLN O - VALVE	$93.31
00068023 GREINER FORD LINCOLN O - SENSO	$167.25
00068026 GREINER FORD LINCOLN O - Credi	-$43.59
00068031 GREINER FORD LINCOLN O - FAN/C	$222.46
00068034 GREINER FORD LINCOLN O - Credi	-$47.17
00068035 MOUNTAIN STATES LITHOG - Purch	$66.00
00068040 JACKS TRUCK AND EQUIPM - RADIA	$1,404.23
00068041 CAPITAL BUSINESS SYSTE - Purch	$34.00
00068042 CASPER TIRE 0000705 - TIRES	$140.00
00068059 GREINER FORD LINCOLN O - Credi	-$46.39
00068061 AMAZON MKTPLACE PMTS W - Purch	$24.99
00068063 STOTZ EQUIP-CASPER- - HEADLIGH	$58.15

00068066 WEAR PARTS INC - BOLTS	$90.30
00068074 BOSCH AUTOSVCSOLUTI - Purchase	$2,995.31
00068079 DECKER AUTO GLASS - Purchase	$230.66
00068082 INT IN NUTECH SPECIAL - Purch	$119.75
00068089 INT IN NUTECH SPECIAL - Purch	$1,012.50
Subtotal for Cost Center **Fleet Maintenance:**	**$25,420.94**
00068008 SQU SQ HITEK COMMUNIC - Purch	$1,009.40
00068046 ATLAS OFFICE PRODUCTS - Purcha	$57.50
00068385 COMTRONIX - Purchase	$249.00
Subtotal for Cost Center **Fort Caspar:**	**$1,315.90**
00067601 USPS PO 5762700491 - Purchase	$34.00
Subtotal for Cost Center **General - Fort Caspar:**	**$34.00**
00067951 COMPRESSION LEASING SE - Purch	$700.00
00067610 GROWTH PRODUCTS - Purchase	$8,232.00
00068122 CHARTER COMM - Purchase	$135.43
00068132 MOUNTAIN WEST TECH - Purchase	$49.95
00068175 PRESTIGE FLAG - Purchase	$297.12
Subtotal for Cost Center **Golf Course:**	**$9,414.50**
00067541 AMAZON MKTPLACE PMTS W - Purch	$21.58
00067561 ALPHACARD - Purchase	$92.28
00067577 MOUNTAIN WEST TECH - Purchase	$5.00
00067579 CONTACT WIRELESS - Purchase	$65.54
00067583 SHEET METAL SPECIALTIE - Purch	$2,500.00
00067595 LN CURTIS - Purchase	$505.00
00067631 INTUIT IN PEDENS INC - Purch	$36.00
00067656 COMTRONIX - Purchase	$183.00
00067657 BLAKEMAN PROPANE INC-M - Purch	$1,322.62
00067677 BEST BUY 00015271 - Purch	$89.99
00067565 INT IN NIX SIGN COMPA - Purch	$232.49
00067890 THE HOME DEPOT #6001 - Purchas	$212.46
00068027 THE HOME DEPOT #6001 - Purchas	$19.94
00068050 WEAR PARTS INC - Purchase	$6.60
00068072 FALLLINE CORP - Purchase	$269.22
00068073 WM SUPERCENTER #1617 - Purchas	$154.26
00068085 Backcountry.com - Purchase	$169.99
00068111 CONOCO - HOMAX OIL SAL - Purch	$7,619.13
Subtotal for Cost Center **Hogadon:**	**$13,505.10**
00068049 ATLAS OFFICE PRODUCTS - Purcha	$6.53

00068093 BAUDVILLE INC. - Purchase	$102.38
00067916 INTUIT IN PEDENS INC - Purch	$30.00
00068015 DOLLAR TREE - Purchase	$71.00
Subtotal for Cost Center **Human Resources:**	**$209.91**
00067885 INTUIT IN PEDENS INC - Purch	$366.20
00067888 WAL-MART #3778 - Purchase	$3.56
00068009 BAILEYS ACE HDWE - Purchase	$19.98
00067842 FARMER BROTHERS COFFEE - Purch	$310.68
00067843 AGP PROPANE SERVICES - Purchas	$119.44
00067849 VISTAR ROCKY MOUNTAIN - Purcha	$239.98
00068169 FACEBK 89WLEEETE2 - Purchase	$7.00
Subtotal for Cost Center **Ice Arena:**	**$1,066.84**
00067053 GALLS - Purchase	$258.13
00067632 COCA COLA BOTTLING CO - Purcha	$66.45
00068222 COMTRONIX - Purchase	$797.33
00067420 BAILEYS ACE HDWE - Purchase	$29.36
00068351 CHEWY.COM - Purchase	$166.00
Subtotal for Cost Center **Metro Animal:**	**$1,317.27**
00067895 BAILEYS ACE HDWE - Purchase	$7.59
00067902 COMPRESSION LEASING SE - Purch	$700.00
00067944 BLOEDORN LUMBER CASPER - Purch	$31.44
00068024 MIRACLE RECREATION - Purchase	$265.45
00068025 AMERICAN SWING PRODUCT - Purch	$179.00
00068044 NATIONAL RECREATION & - Purcha	$200.00
00068055 NATIONAL RECREATION & - Purcha	$120.00
00068064 NATIONAL RECREATION & - Purcha	$200.00
00067741 USPS PO 5715580478 - Purchase	$7.14
00067814 THE HOME DEPOT #6001 - Purchas	$113.51
00067829 WEAR PARTS INC - Purchase	$35.58
00067837 DBC IRRIGATION SUPPLY - Purcha	$461.32
00067540 AM LEONARD - Purchase	$49.58
00067723 CROWNE PLAZA DENVER - Credit	-$29.08
00067734 WEAR PARTS INC - Purchase	$35.58
00067804 CPU IIT - Purchase	$527.00
00067986 CPS DISTRIBUTORS INC C - Purch	$223.02
00068130 SOURCE OFFICE AND TECH - Purch	$74.89
Subtotal for Cost Center **Parks:**	**$3,202.02**
00068236 CASPER STAR TRIBUNE - Purchase	$492.20
Subtotal for Cost Center **Perpetual Care:**	**$492.20**

00066933 ADOBE CREATIVE CLOUD - Purcha	$629.87
00067709 ATLAS OFFICE PRODUCTS - Purcha	$5.10
00067832 ATLAS OFFICE PRODUCTS - Credit	-$5.11
00068167 ATLAS OFFICE PRODUCTS - Purcha	$7.00
00068248 ATLAS REPRODUCTION INC - Purch	$9.00
00068303 CASPER STAR TRIBUNE - Purchase	$71.96
Subtotal for Cost Center **Planning:**	**$717.82**
00067745 SHELL OIL 57445172604 - Purcha	$52.00
00067791 RELIANTJOBFAIRS - Purchase	$350.00
00067938 LOAF N JUG #0110 Q81 - Purch	$9.05
00068043 NATE'S FLOWERS & GIFTS - Purch	$76.13
00067277 LOAF N JUG #0131 Q81 - Purch	$30.93
00067282 PIZZA BELLA - Purchase	$16.00
00067377 CHICK-FIL-A #03335 - Purchase	$10.63
00067650 CPU IIT - Purchase	$6,500.00
00067495 SUBWAY 00365825 - Purch	$13.32
00067503 AMAZON.COM AMZN.COM/BI - Purch	$40.80
00067521 THE HOME DEPOT #6001 - Purchas	$161.94
00067526 COBBLESTONE INN EATON - Purcha	$465.90
00067530 WHATABURGER 823 Q26 - Purch	$7.78
00067533 HOOTERS OF SHENANDOAH - Purcha	$17.70
00067538 RED ROBIN NO 509 - Purchase	$16.16
00067574 TROPICAL SMOOTHIE CAFE - Purch	$7.24
00067575 STAPLES 00114181 - Purch	$39.99
00067603 THE HOME DEPOT #6001 - Purchas	$94.38
00067613 SAMSCLUB #6425 - Purchase	$31.76
00067614 THE HOME DEPOT #6001 - Credit	-$50.74
00067615 MCALISTER'S DELI #1228 - Purch	$12.10
00067637 CABELA'S RETAIL 046 - Purchase	$12.12
00067647 SALTGRASS WOODLANDS - Purchase	$25.96
00067686 THE HOME DEPOT #6001 - Purchas	$48.27
00067692 PILOT 00007591 - Purch	$22.98
00067694 CABELA'S RETAIL 046 - Purchase	$8.67
00067701 HAT SIX TRAVEL CENTE - Purchas	$10.98
00067703 BAD DADDY'S BURGER BAR - Purch	$20.00
00067711 PANDA EXPRESS 2777 - Purchase	$7.69
00067714 BEARING BELTCHAIN00244 - Purch	$48.42
00067731 NORCO INC - Purchase	$52.61
00067738 BAD DADDY'S BURGER BAR - Purch	$20.48
00067757 CPU IIT - Purchase	$56.00
00067760 FEDEX 788934815060 - Purchase	$95.95

00067761 WHATABURGER 1046 - Purchase	$8.54
00067763 CPU IIT - Purchase	$49.99
00067766 BEST WESTERN WOODLANDS - Purch	$546.25
00067768 LOVE S COUNTRY00002477 - Purch	$29.83
00067769 FEDEX 788934648067 - Purchase	$107.67
00067772 FEDEX 788934771675 - Purchase	$94.17
00067782 SHELL OIL 57543419303 - Purcha	$21.79
00067783 RICOH USA, INC - Purchase	$95.17
00067797 FEDEX 788934795683 - Purchase	$95.95
00067801 FEDEX 788934750287 - Purchase	$94.17
00067817 MAVERIK #391 - Purchase	$14.68
00067818 SHELL OIL 575283798QPS - Purch	$14.04
00067823 CONOCO - ALTA CONVENIE - Purch	$31.90
00067827 INT IN POWDER RIVER S - Purch	$108.00
00067828 WHATABURGER 823 Q26 - Purch	$9.30
00067834 FEDEX 788934707037 - Purchase	$95.95
00067841 VOIANCE LLC - Purchase	$7.49
00068012 WAL-MART #1617 - Purchase	$9.94
00068020 FEDEX 789061169527 - Purchase	$25.52
00067140 APCO INTERNATIONAL INC - Purch	$439.00
00067141 APCO INTERNATIONAL INC - Purch	$439.00
00067185 APCO INTERNATIONAL INC - Purch	$379.00
00067189 APCO INTERNATIONAL INC - Purch	$439.00
00067190 APCO INTERNATIONAL INC - Purch	$439.00
00067209 THE BOATHOUSE - Purchase	$29.27
00067248 PHILLY CHEESE STEAK - Purchase	$9.40
00067250 POUR LA FRANCE B - Purchase	$17.93
00067260 THE BOATHOUSE - Purchase	$18.11
00067263 TOM HAMS LIGHTHOUSE - Purchase	$46.62
00067280 CHEVRON 0304917 - Purchase	$34.26
00067284 CHILI'S WOODLANDS - Purchase	$18.24
00067300 SUBWAY 00300574 - Purch	$7.57
00067307 POPEYES #5803 - TH - Purchase	$9.73
00067367 RUSSOS NEW YORK PIZZER - Purch	$21.29
00067374 SHERATON SD MARINA DIN - Purch	$7.00
00067376 BEST WESTERN WOODLANDS - Purch	$764.75
00067380 CNCIA PARKING - Purchase	$20.00
00067384 BJS RESTAURANTS 505 - Purchase	$20.27
00067400 CHICK-FIL-A #03321 - Purchase	$7.85
00067408 HILTON SAN DIEGO AIRPO - Purch	$671.64
00067411 THE HOME DEPOT #6001 - Purchas	$223.51
00067421 CHICK-FIL-A - Purchase	$8.31
00067431 SHERATON SD MARINA DIN - Purch	$7.00

00067443 PHIL'S BBQ - Purchase	$15.79
00067461 MCDONALDS F16608 - Purchase	$8.76
00067462 POPEYES #5803 - TH - Purchase	$9.19
00067468 MCDONALDS F16608 - Purchase	$8.76
00067486 CENEX AGFINITY07060601 - Purch	$25.07
00065620 NOLAND FEED INC. - Purchase	$85.70
00067196 MCDONALD'S F6011 - Purchase	$12.66
00067547 NOLAND FEED INC. - Purchase	$112.80
00067551 CASPER ANIMAL MEDICAL - Purcha	$143.75
00067856 TRAVELOCITY 7316650313 - Purch	$469.74
00067861 PAYPAL IAPE - Purchase	$375.00
00067881 DELTA 00670319635355 - Pur	$283.10
00068144 HOTELS.COM144126373237 - Purch	$322.08
00068164 UNITED 01623786755695 - Pur	$619.10
00068189 TOMAS ENTERPRISES INC - Purcha	$78.90
00068208 UNITED 01623786755673 - Pur	$619.10
00068214 UNITED 01623786755684 - Pur	$619.10
00068358 FEDEXOFFICE 00009423 - Purch	$750.03
00068397 UW CASHIER OFFICE - Purchase	$175.00
00068399 INNOCORP, LTD - Purchase	$324.00
00067915 ACFE - Purchase	$1,425.00
00067922 CASPER ANIMAL MEDICAL - Purcha	$81.90
00067924 ADVANCED CHIROPRACTIC - Purcha	$45.00
00067935 PROFORCE LAW ENFORCEME - Purch	$63.95
00068098 SAMSCLUB #6425 - Purchase	$116.08
00068105 CASPER FIRE EXTINGUISH - Purch	$463.38
00068123 LIFELINE TRAINING - CA - Purch	$229.00
00068141 HOTELBOOKINGEXCALIBUR - Purcha	$375.90
00068145 WAL-MART #3778 - Purchase	$13.52
00068158 WM SUPERCENTER #1617 - Purchas	$2.97
00068188 BEARING BELTCHAIN00244 - Purch	$63.42
00068192 WAL-MART #1617 - Credit	-$3.12
00068200 SAMSCLUB #6425 - Credit	-$6.24
00068215 DON HUME LEATHERGOODS - Purcha	$59.99
00068219 WM SUPERCENTER #1617 - Purchas	$3.12
00068233 SQ SQ VENTURE TECHNO - Purch	$1,931.40
00068242 VZWRLSS IVR VB - Purchase	$988.38
00068243 UOFL SPI - Purchase	$575.00
00068246 UOFL SPI - Purchase	$575.00
00068249 MOUNTAIN STATES LITHOG - Purch	$281.13
00068262 PRECISIONRIFLEWORKSHOP - Purch	$1,350.00
00068266 VZWRLSS IVR VB - Purchase	$6,954.68
00068269 TLO TRANSUNION - Purchase	$221.60

00068270 MOUNTAIN STATES LITHOG - Purch	$288.42
00068272 CPU IIT - Purchase	$140.00
00068275 GALLS - Purchase	$1,129.30
00068278 UOFL SPI - Purchase	$575.00
00068282 SQ SQ MAD TRANSPORTA - Purch	$165.00
00068300 E&F TOWING & RECOVERY - Purcha	$240.00
00068304 SOURCE OFFICE AND TECH - Purch	$1,292.28
00068319 FEDEX 96729128 - Purchase	$31.62
00068334 BLUE 360 MEDIA - Purchase	$737.55
00068335 THOMSON WEST TCD - Purchase	$1,632.00
00068373 SAPPORO - Purchase	$8.76
00067116 PRECISIONRIFLEWORKSHOP - Purch	$650.00
00067137 LA ESPIGA DE ORO - Purchase	$26.59
00067147 PANERA BREAD #204040 - Purchas	$31.87
00067163 MCDONALD'S F25155 - Purchase	$7.99
00067170 ALON 7-ELEVEN 4058 - Purchase	$29.10
00067176 LOAF N JUG #0011 - Purchase	$34.43
00067180 LOGAN SUPERSTOP - Purchase	$12.93
00067193 MCDONALD'S F7139 - Purchase	$5.16
00067221 PHILLIPS 66 - INTERSTA - Purch	$18.09
00067234 PHILLY CHEESE STEAK - Purchase	$11.02
00067237 WILLIES GRILL AND ICEH - Purch	$28.25
00067279 CHILI'S WOODLANDS - Purchase	$23.27
00067298 SUBWAY 00300574 - Purch	$8.92
00067381 RUSSOS NEW YORK PIZZER - Purch	$23.35
00067390 BJS RESTAURANTS 505 - Purchase	$29.09
00067448 CHICK-FIL-A #03321 - Purchase	$7.39
00067475 TOPGOLF SPRING 011-2 - Purchas	$25.73
00067482 MCDONALDS F16608 - Purchase	$6.58
00067498 TWIN PEAKS - Purchase	$21.23
00067539 HOOTERS OF SHENANDOAH - Purcha	$26.78
00067549 STAR CINEMA GRILL - Purchase	$28.98
00067556 RED ROBIN NO 509 - Purchase	$18.23
00067557 WHATABURGER 823 Q26 - Purch	$7.84
00067578 TROPICAL SMOOTHIE CAFE - Purch	$11.34
00067586 MCALISTER'S DELI #1228 - Purch	$17.40
00067634 SALTGRASS WOODLANDS - Purchase	$19.31
00067654 HAMPTON INNS & SUITES - Purcha	$139.14
00067682 TROPICAL SMOOTHIE CAFE - Purch	$7.34
00067691 CHICK-FIL-A #03321 - Purchase	$7.39
00067704 PANDA EXPRESS 2777 - Purchase	$11.37
00067720 BUFFALO WILD WINGS WOO - Purch	$12.10
00067771 HUHOT MONGOLIAN GRILL - Purcha	$44.19

00067777 KFC C975071 - Purchase	$6.72
00067820 PILOT 00007591 - Purch	$21.34
00067824 WHATABURGER 1046 - Purchase	$8.54
00067860 MCDONALD'S F33289 - Purchase	$22.09
00067863 RED ROBIN NO 209 - Purchase	$53.35
00067877 CONOCO - AULT CONOCO - Purchas	$32.50
00067901 SAPPORO JAPANESE - Purchase	$72.31
00067920 CONOCO - AULT CONOCO - Purchas	$7.61
00067925 8662 Dominos Pizza - Purchase	$32.01
00067998 SPF46 - Purchase	$12.10
00068018 TACO JOHNS 1005 - Purchase	$14.99
Subtotal for Cost Center **Police:**	**$42,615.88**
00068292 HENSLEY BATTERY&ELEC - Purchas	$230.23
Subtotal for Cost Center **Police Equipment:**	**$230.23**
00067746 UNITED 01623771506921 - Pur	$458.10
00067755 UNITED 01623771506910 - Pur	$458.10
00067970 COTTAGE CAFE - Purchase	$166.87
00067700 UNITED 01623771506932 - Pur	$458.10
00067737 UNITED 01623771506906 - Pur	$458.10
00067961 SAMSCLUB #6425 - Purchase	$100.51
00068000 QDOBA 2791 - Purchase	$90.00
00068006 SQU SQ THE FLOUR BIN - Purcha	$62.10
00068016 QDOBA 2791 - Purchase	$407.50
00068242 VZWRLSS IVR VB - Purchase	$80.02
00067767 WM SUPERCENTER #1617 - Purchas	$59.88
Subtotal for Cost Center **Police Grants:**	**$2,799.28**
00068049 ATLAS OFFICE PRODUCTS - Purcha	$9.64
00067908 URGENT CARE OF CASPER - Purcha	$602.00
Subtotal for Cost Center **Property & Liability Insurance:**	**$611.64**
00067913 THE UPS STORE 2200 - Purchase	$15.63
00067947 Amazon.com - Purchase	$12.41
00067947 Amazon.com - Purchase	$12.40
00067947 Amazon.com - Purchase	$12.41
00067971 BISSELL BISSELL.COM - Purchase	$34.99
00067976 Amazon.com - Purchase	$11.73
00067976 Amazon.com - Purchase	$11.73
00067976 Amazon.com - Purchase	$11.73
00067984 Amazon.com - Purchase	$25.11
00067984 Amazon.com - Purchase	$25.11

00067984 Amazon.com - Purchase	$25.11
00067995 ATLAS OFFICE PRODUCTS - Purcha	$4.24
00067996 ATLAS OFFICE PRODUCTS - Credit	-$161.54
00067999 ATLAS OFFICE PRODUCTS - Credit	-$160.86
00068036 SAMS CLUB #6425 - Purchase	$49.45
00067762 ATLAS OFFICE PRODUCTS - Purcha	$161.54
00067835 ATLAS OFFICE PRODUCTS - Purcha	$160.86
00068087 DAVES DARTS N BILLARDS - Purch	$435.00
00068220 SMITHS FOOD #4185 - Purchase	$89.98
00068196 FACEBK M6Y5ZESYJ2 - Purchase	$195.99
00068196 FACEBK M6Y5ZESYJ2 - Purchase	$143.73
00067963 MICHIGAN COMPANY - Purchase	$65.05
Subtotal for Cost Center **Recreation:**	**$1,181.80**
00067629 BAILEYS ACE HDWE - Purchase	$17.46
00067878 CASPER FIRE EXTINGUISH - Purch	$209.52
00067884 SAMS CLUB #6425 - Purchase	$27.04
00067903 CASPER FIRE EXTINGUISH - Purch	$104.00
00068126 AIRGAS CENTRAL - Purchase	$41.80
00068140 WYOMING STEEL AND RECY - Purch	$5,495.70
00068160 SQ SQ 307 DETAIL - Purch	$270.00
00068162 BAILEYS ACE HDWE - Purchase	$6.00
00068165 BAILEYS ACE HDWE - Purchase	$34.97
00068172 INT IN GREEN TREE ARB - Purch	$100.00
00068217 BEARING BELTCHAIN00244 - Purch	$121.26
00068247 CMI-TECO - Purchase	$298.91
00068250 ALSCO INC. - Purchase	$239.52
00068252 CPU IIT - Purchase	$1,334.00
00068255 CMI-TECO - Purchase	$90.00
00068271 CMI-TECO - Purchase	$1,994.17
00068283 CMI-TECO - Purchase	$227.70
00068285 CMI-TECO - Purchase	$2,672.61
00067905 SHERWIN-WILLIAMS 70896 - Purch	$420.10
00067923 BAILEYS ACE HDWE - Purchase	$73.85
00068005 CASPER TIRE 0000705 - Purchase	$32.50
00068071 CPU IIT - Purchase	$140.00
00068080 CMI-TECO - Purchase	$175.95
00068083 CMI-TECO - Purchase	$135.91
00068086 AIRGAS CENTRAL - Purchase	$61.80
00068088 CMI-TECO - Purchase	$263.93
Subtotal for Cost Center **Refuse Collection:**	**$14,588.70**
00067898 WESTERN WYOMING LOCK & - Purch	$252.38

00067932 SOLID WASTE DIVISION - Purchas	$15.00
00068028 MENARDS CASPER WY - Purchase	$14.99
00067754 CASPER STAR TRIBUNE - Purchase	$100.56
00067775 SQ SQ BRECK MEDIA GR - Purch	$110.00
00067830 TOWNSQ MEDIA CASPER - Purchase	$167.00
00067872 NOLAND FEED INC. - Purchase	$16.10
00068120 BAILEYS ACE HDWE - Purchase	$9.18
00068137 SAMSCLUB #6425 - Purchase	$89.94
00068178 BAILEYS ACE HDWE - Purchase	$107.65
00068259 WM SUPERCENTER #1617 - Purchas	$24.25
00068281 ALSCO INC. - Purchase	$210.88
Subtotal for Cost Center **Sewer:**	**$1,117.93**
00067954 CASPER STAR TRIBUNE - Purchase	$223.12
00067743 MENARDS CASPER WY - Purchase	$5.00
00067836 SOURCE OFFICE AND TECH - Purch	$94.44
00067664 SUTHERLANDS 2219 - Purchase	$59.95
00067679 0970 CED - Purchase	$13.29
00068124 OREILLY AUTO #2746 - Purchase	$5.49
00068130 SOURCE OFFICE AND TECH - Purch	$188.61
00068226 BEARING BELTCHAIN00244 - Purch	$39.99
Subtotal for Cost Center **Streets:**	**$629.89**
00067873 COMPRESSION LEASING SE - Purch	$348.55
00067891 BLOEDORN LUMBER CASPER - Purch	$38.12
00067897 PURVIS INDUSTRIES 67 - Purchas	$49.80
00067937 WW GRAINGER - Purchase	$19.45
00067960 CASPER WINNELSON CO - Purchase	$17.15
00068013 COASTAL CHEMICAL CO LL - Purch	$107.25
00068076 INTERMOUNTAIN MOTOR SA - Purch	$1,062.06
00067754 CASPER STAR TRIBUNE - Purchase	$100.56
00067775 SQ SQ BRECK MEDIA GR - Purch	$110.00
00067830 TOWNSQ MEDIA CASPER - Purchase	$167.00
00067989 CONOCO - HOMAX OIL SAL - Purch	$181.60
00068115 STOTZ EQUIP-CASPER- - Purchase	$106.25
00068142 GOBLE SAMPSON ASSOCIAT - Purch	$861.35
00068143 WW GRAINGER - Purchase	$96.27
00068180 FALCON ENVIRONMENTAL C - Purch	$1,369.96
00068254 INTERSTATE ALL BATTERY - Purch	$44.70
00068277 CASPER WINNELSON CO - Purchase	$18.85
00068280 ALSCO INC. - Purchase	$415.64
Subtotal for Cost Center **Waste Water:**	**$5,114.56**

	00067893 SAMSCLUB #6425 - Purchase	$246.76
	00067896 MSPS - Purchase	$6,161.94
	00067906 HOSE & RUBBER SUPPLY C - Purch	$12.95
	00067911 WW GRAINGER - Purchase	$41.00
	00067912 71 SOIL AND STONE - Purchase	$2,076.90
	00067933 UNION WIRELESS - Purchase	$130.22
	00067973 ADVANCED HYDRAULIC & M - Purch	$44.92
	00067975 BEARING BELTCHAIN00244 - Purch	$10.59
	00067980 ENERGY LABORATORIES, I - Purch	$340.00
	00067982 AWWA.ORG - Purchase	$3,667.00
	00067990 CRUM ELECTRIC SUPPLY C - Purch	$72.87
	00068039 ATLAS OFFICE PRODUCTS - Purcha	$37.08
	00068094 ENERGY LABORATORIES, I - Purch	$20.00
	00067866 SQ SQ FINISH LINE SY - Purch	$6,696.32
	00068107 USPS PO 5762700491 - Purchase	$98.00
	00068121 INT IN GREAT PLAINS C - Purch	$19.93
	00068179 ALL-OUT FIRE EXTINGUIS - Purch	$837.00
	00068206 ATLAS OFFICE PRODUCTS - Purcha	$17.65
	Subtotal for Cost Center **Water:**	**$20,531.13**
	00067942 ALBERTSONS #0060 - Purchase	$107.99
	00067974 CASPER STAR TRIBUNE - Purchase	$43.54
	00067977 XEROX CORPORATION/RBO - Purcha	$237.72
	00067991 COASTAL CHEMICAL CO LL - Purch	$150.61
	00067994 ENERGY LABORATORIES - Purchase	$225.00
	00068038 APPLIED IND TECH 2733 - Purcha	$132.99
	00068081 WW GRAINGER - Purchase	$203.50
	00068161 WW GRAINGER - Purchase	$447.36
	00068190 SUTHERLANDS 2219 - Purchase	$12.87
	00068216 ENERGY LABORATORIES - Purchase	$225.00
	00068251 ALL-OUT FIRE EXTINGUIS - Purch	$90.00
	00068253 ALSCO INC. - Purchase	$145.08
	Subtotal for Cost Center **Water Treatment Plant:**	**$2,021.66**
	00067652 THE HOME DEPOT #6001 - Purchas	$37.73
	00067653 BAILEYS ACE HDWE - Purchase	$18.91
	Subtotal for Cost Center **Weed And Pest:**	**$56.64**
	Vendor Subtotal:	**$202,510.94**
POSTAL PROS SOUTHWEST INC	4447 UTILITY BILLING FEES	$2,744.81
	4435 UTILITY BILLING FEES	$2,442.66

INC	Subtotal for Cost Center **Finance:**	**$5,187.47**
	Vendor Subtotal:	**$5,187.47**
RAILROAD MGMT CO III, LLC	362879 42-IN SEWERLINE CROSSING	$214.01
	Subtotal for Cost Center **Waste Water:**	**$214.01**
	Vendor Subtotal:	**$214.01**
RECYCLED MATERIALS, LLC.	1007 PLAINS FURNITURE BLDG DEMO	$28,268.75
	1007A ASBESTOS SAMPLING PLAINS FURN	$443.75
	Subtotal for Cost Center **Special Revenue:**	**$28,712.50**
	Vendor Subtotal:	**$28,712.50**
RICK TRUJILLO	101 TREE REPLACEMENT	$79.95
	Subtotal for Cost Center **Weed And Pest:**	**$79.95**
	Vendor Subtotal:	**$79.95**
RIVER OAKS COMMUNICATIONS CORPORATION	RIN0028325 WORK ON ORD FOR CELL TOWERS	$1,412.25
	Subtotal for Cost Center **City Manager:**	**$1,412.25**
	Vendor Subtotal:	**$1,412.25**
ROCKY MOUNTAIN POWER	AP00024201051813 ELECTRICITY	$234.01
	Subtotal for Cost Center **Waste Water:**	**$234.01**
	Vendor Subtotal:	**$234.01**
ROCKY MTN. FIRE SYSTEMS, INC.	10084-A METRO ALARM UPGRADES 17-086	$416.00
	10084 METRO FIRE ALARM SYSTEM	$6,452.00
	Subtotal for Cost Center **Metro Animal:**	**$6,868.00**
	Vendor Subtotal:	**$6,868.00**

SAM PARSON'S UPHOLSTERY	67316 REPL INSERT IN BENCH SEAT	$163.75
	Subtotal for Cost Center **Fleet Maintenance:**	**$163.75**
	673695 SEAT FOR UNIT# 222276	$139.66
	Subtotal for Cost Center **Refuse Collection:**	**$139.66**
	Vendor Subtotal:	**$303.41**
SOLID WASTE PROFESSIONALS OF WY LLC	481 CASPER BALEFILL CLOSURE -	$20,244.96
	Subtotal for Cost Center **Balefill:**	**$20,244.96**
	Vendor Subtotal:	**$20,244.96**
TERRACON	T999319 AIR EMISISONS MONITORING &	$4,814.59
	Subtotal for Cost Center **Balefill:**	**$4,814.59**
	Vendor Subtotal:	**$4,814.59**
TRETO CONST.	RIN0028334 RETAINAGE RELEASE 17-048	$1,255.00
	Subtotal for Cost Center **Metro Animal:**	**$1,255.00**
	17-001.4 2017 CPU ASPHALT REPAIR	$37,687.45
	17-001.4 2017 CPU ASPHALT REPAIR	$17,753.25
	17-001.4 RETAINAGE 17-001	-$810.30
	Subtotal for Cost Center **Water:**	**$54,630.40**
	Vendor Subtotal:	**$55,885.40**
TRIHYDRO CORP.	0126102 BROWNFIELDS - HAZARDOUS	$234.25
	0126103 BROWNFIELDS - PETROLEUM	$3,487.50
	Subtotal for Cost Center **Planning:**	**$3,721.75**
	Vendor Subtotal:	**$3,721.75**
VEOLIA WATER TECHNOLOGIES INC	729841405 HAZ WASTE DISPOSAL SERVICES	$6,165.50
	Subtotal for Cost Center **Balefill:**	**$6,165.50**
	Vendor Subtotal:	**$6,165.50**

Bills & Claims

City of Casper

01/03/2018 to 01/16/2018

VICTORIA GONZALES	RIN0028322 WORK BOOT REIMBURSEMENT	$39.92
	Subtotal for Cost Center **Parks:**	**$39.92**
	Vendor Subtotal:	**$39.92**
VIEWPOINT GOVERNMENT SOLUTIONS, INC.	2662 7 LICENSES-BLDG DEPT JAN-APR	$1,680.00
	Subtotal for Cost Center **Code Enforcement:**	**$1,680.00**
	2662 2 LICENSES-ENGINEERING JAN-APR	$480.00
	Subtotal for Cost Center **Engineering:**	**$480.00**
	Vendor Subtotal:	**$2,160.00**
WARDWELL WATER & SEWER DISTRICT	RIN0028328 BOOSTER IRRAGATION	$14.60
	Subtotal for Cost Center **Water Treatment Plant:**	**$14.60**
	Vendor Subtotal:	**$14.60**
WASTE WATER TREATMENT	1276/159352 201 SEWER	$271,875.47
	Subtotal for Cost Center **Sewer:**	**$271,875.47**
	Vendor Subtotal:	**$271,875.47**
	Grand Total	**$1,445,712.73**

Approved By

On

Note: *Click the invoice for additional information.*

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
01/16/18

Payroll Disbursements

1/5/18	FIRE PAYROLL	$	183,032.84
1/5/18	BENEFITS & DEDUCTIONS	$	30,529.46
1/11/18	CITY PAYROLL	$	1,035,728.27
1/11/18	BENEFITS & DEDUCTIONS	$	176,698.80
	Total Payroll	**$**	**1,425,989.37**

Additional Fees

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

Additional AP

Additional Accounts Payable

12/27/17	Wire to Global Spectrum - Ticket Sales - Mannheim Steamroller	$	64,994.19
12/28/17	Prewrits - utility refunds		
	Miranda Berdahl	$	55.49
	BHL Rentals	$	53.46
	Christie Cox	$	85.77
	Jordan Friedrich	$	53.14
	Hazel Russell	$	47.57
	Tracey Snyder	$	55.49
	Kenny Spence	$	44.84
	Total Additional AP	**$**	**65,389.95**

December 26, 2017

MEMO TO: J. Carter Napier, City Manager JN

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

SUBJECT: Public Hearing for a New Restaurant Liquor License No. 37 for 2nd Street Eats, LLC, d/b/a 2nd Street Eats, LLC, Located at 128 East 2nd Street.

Meeting Type & Date
Regular Council Meeting
January 16, 2018

Action type
Public Hearing
Minute Action

Recommendation
That Council, by minute action, consider the application for a new Restaurant Liquor License No. 37, for 2nd Street Eats, LLC, d/b/a 2nd Street Eats, LLC, located at 128 East 2nd Street.

Summary
An application has been received requesting a new Restaurant Liquor License No. 37 for 2nd Street Eats, LLC, d/b/a 2nd Street Eats, LLC, located at 128 East 2nd Street. This restaurant will be located in the old Woolworth building.

2nd Street Eats, LLC is owned by Duane Jensen who also owns Charlie T's Pizza. Charlie T's restaurant liquor license is not being renewed for the 2018-2019 liquor license period.

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 Application
Affidavit of Website Publication

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 #: Restaurant #37

License Fees Annual Fee: $ [illegible]

Prorated Fee: $ [illegible]

Transfer Fee: $ ____

Publishing Fee: $ ____

Date filed with clerk: 12 / 5 / 2017

Advertising Dates: (2 Weeks) [illegible] & [illegible]

Hearing Date: 01 / 16 / 2018

Publishing Fee Direct Billed to Applicant: ☑

License Term: 01 / 17 / 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: 1 2nd Street Eats LLC

Trade/Business Name (dba): 2nd Street Eats LLC

Building to be licensed/Building Address: 125 E 2nd Street (Number & Street)

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

Mailing Address: 125 E 2nd Street (Number & Street or P.O. Box)

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

Business Telephone Number: (307) 237-[illegible] Fax Number: ( )

E-Mail Address: [illegible]

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

Lots 12 & 13 Block 7 in The Casper Edition

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: ____

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 Sat

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 11:00 to 2:00

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 5 of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 5 paragraph 22 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

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) 17' x 8' Room SW 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

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?
[illegible]					100	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)

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).

N/A ☐ 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 5th day of December, 2017 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Duane W. Jensen	CEO
2)			
3)			
4)			
5)			
6)			

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

(SEAL) My commission expires: 10/27/2018

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 01/03/2018 and ended on 01/17/2018 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: 12/26/2017

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

26th day of December, 2017

Heidi Rood

HEIDI ROOD
COUNTY OF NATRONA
STATE OF WYOMING
12 Dec 2018

Provide to City of Casper Central Records

2nd STREET EATS, LLC

Notice is hereby given that on the 5th day of December, 2017, 2nd Street Eats, LLC applied for a new Restaurant Liquor License No. 37 in the office of the Clerk of the City of Casper, Wyoming for the following described place 128 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 16th day of January, 2018 in the City Council Chambers at 200 North David.

Dated: 12/8/2017

December 26, 2017

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Public Hearing for a Transfer of Ownership for Retail Liquor License No. 28, from Sunrise Center LLC, d/b/a Prime Time, to Caputa's Catering, LLC, d/b/a Sunrise Lanes, Located at 4370 South Poplar Street.

Meeting Type & Date
Regular Council Meeting
January 16, 2018

Action type
Public Hearing
Minute Action

Recommendation
That Council, by minute action, consider the application for ownership transfer for Retail Liquor License No. 28, from Sunrise Center, LLC, d/b/a Prime Time, to Caputa's Catering, LLC, d/b/a Sunrise Lanes, located at 4370 South Poplar Street.

Summary
An application has been received requesting the transfer of Retail Liquor License No. 28 from Sunrise Center, LLC, d/b/a Prime Time to Caputa's Catering, LLC, d/b/a Sunrise Lanes. The location will remain 4370 South Poplar Street.

Sunrise Center, LLC is currently owned by Neil Gehring, Rob Caputa and Richard Emond, with Neil as the majority holder. Neil Gehring plans to retire and Rob Caputa will run the bowling alley and restaurant. They are now seeking to transfer the liquor license accordingly.

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 Application
Affidavit of Website Publication

WFD-31 (4/17)

Sent to State 12/5/2017

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 28

Licence Fees: Annual Fee $ 1500.00 — Date filed with clerk 11 / 27 / 2017

Prorated Fee $ _____ — Advertising Dates. (2 Weeks) 01/4/2018 & 01/07/2018

Transfer Fee $ 100.00 — Hearing Date. 01 / 16 / 2018

Publishing Fee. $ _____

Publishing Fee Direct Billed to Applicant. ☑

License Term: 01 / 17 / 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: Capitas Catering LLC

Trade/Business Name (dba): [illegible]

Building to be licensed/Building Address: 4370 S. Poplar St. (Number & Street)
Casper (City) WY (State) 82601 (Zip) Natrona (County)

Mailing Address: 4370 S. Poplar St. (Number & Street or P.O. Box)
Casper, (City) WY (State) 82601 (Zip)

Business Telephone Number: (307) 235-4395 Fax Number: (307) 237-4180

E-Mail Address: rcapitas@hotmail.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
Sunrise Shopping Center Plaza Addition to the City of Casper, Natrona County, zoned C-2 general business

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

FORMERLY HELD BY: Sunrise Center LLC

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 Sun to Thurs 10A-10P, FRI ~~Sat 10A-12A~~

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

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

(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: expires 9-30-18

(A) When the lease expires, located on page 2 paragraph _____ of lease

(B) Where the **Sales** provision for alcoholic or malt beverages is located on page 10 paragraph 7.01 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 (h) ☐ 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*	Phone Number	Have you been a DOMICILED resident for at least 1 year immediately prior to the date of this application in 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 (d) (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?
Robert L Caputa						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 sell distribute your products? W.S. 12-2-201(d) (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 an exempt organization under the Internal Revenue Code? ☐ 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. 12-4-102 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(c).

☐ 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 29 day of November, 20 17 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Robert Caputa	member
2)			
3)			
4)			
5)			
6)			

Witness my hand and official seal:

Christy Bockel
Signature of Notary Public

(SEAL)

My commission expires: February 17, 2019

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 01/03/2018 and ended on 01/17/2018 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: 12/05/2017

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

5th day of December, 2017

Provide to City of Casper Central Records

Caputa's Catering, LLC

Notice is hereby given that on the 27th day of November, 2017, Caputa's Catering, LLC applied for a transfer of ownership for Retail Liquor License No. 28 in the office of the Clerk of the City of Casper, Wyoming for the following described place 4370 South Poplar, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 16th day of January, 2018 in the City Council Chambers at 200 North David.

Dated: 12/5/2017

ORDINANCE NO. 21-17

AN ORDINANCE APPROVING THE VACATION OF A PORTION OF SOUTH FOREST DRIVE.

WHEREAS, the City of Casper has requested that a portion of South Forest Drive, located between East 15th Street and Pratt Boulevard, in the Pratt Addition No. 6 Subdivision, Phase 2, be vacated as public right-of-way; and,

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

WHEREAS, the City of Casper desires to retain a utility easement within the boundaries of the to-be-vacated portion of South Forest Drive; and,

WHEREAS, the City of Casper has determined that said portion of South Forest Drive, located between East 15th Street and Pratt Boulevard, in the Pratt Addition No. 6 Subdivision, Phase 2, can be vacated without adversely impacting utility services and traffic circulation within the area; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacation of a portion South Forest Drive, located between East 15th Street and Pratt Boulevard, in the Pratt Addition No. 6 Subdivision, Phase 2, as public right-of-way.

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

SECTION 1:

That the vacation of the portion of South Forest Drive, located between East 15th Street and Pratt Boulevard, in the Pratt Addition No. 6 Subdivision, Phase 2, as set forth in Exhibits "A" and "B", which by reference herein are made a part of this ordinance, is hereby approved and vacated.

SECTION 2:

That utility easements, located within the vacated portion of South Forest Drive, as set forth in Exhibits "A" and "B" are hereby reserved for the purposes of construction, operation, and maintenance of public and private utility lines, conduits, vaults, pedestals, and other utility appurtenances.

SECTION 3:

That the vacated sections of Forest Drive, as set forth in Exhibits "A" and "B", shall revert to the adjoining land owners as provided by law.

SECTION 4:

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

PASSED on 1st reading the 19th day of December, 2017.

PASSED on 2nd reading the 2nd day of January 2018

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

APPROVED AS TO FORM:

Walter Trauger

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

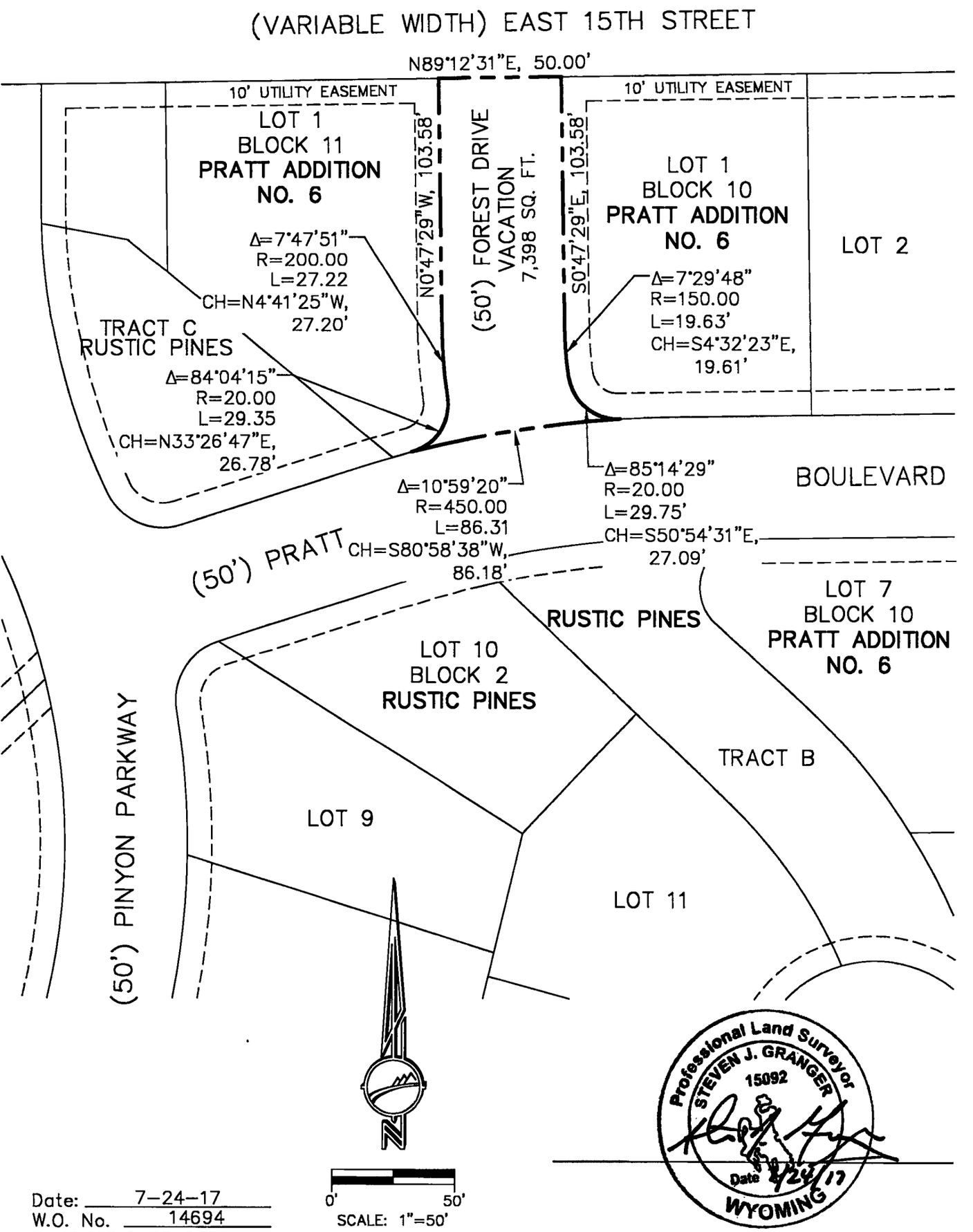
EXHIBIT A

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

Client CITY OF CASPER Address 200 N. DAVID STREET
City CASPER State WYOMING Zip 82601

PLAT FOR STREET VACATION

NW1/4NE1/4 Section 14 , T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
Lot FOREST DRIVE Block Subdivision PRATT ADDITION NO. 6
City CASPER County NATRONA State WYOMING



Date: 7-24-17
W.O. No. 14694
SUBSISTING RECORDS
Drawn By: KRM
Acad File: FOREST DR VACATION

N:\CLIENT\CITY OF CASPER\14694-CITY OF CASPER-SURVEYOR\SURVEY\DWG\FOREST DR VACATION.DWG

ENGINEERING · SURVEYING · PLANNING
www.wlcwyo.com

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

EXHIBIT
B (1 of 2)

July 24, 2017

City of Casper
200 N. David St.
Casper, Wyoming 82601

W.O. No.: 14694
Page 1 of 2

Description: (Forest Drive Vacation, Pratt Addition No. 6 – 7,398 Sq. Ft.)
A Parcel located in and being all of Forest Drive located between Blocks 10 and 11, Pratt Addition No. 6, a subdivision of a portion of the NW1/4NE1/4, Section 14, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described, the northeasterly corner of said Forest Drive, the northwesterly corner of Lot 1, Block 10, Pratt Addition No. 6 and a point in the southerly line of East 15th Street; thence along the easterly line of said Parcel and Forest Drive and the westerly line of said Lot 1, Block 10, Pratt Addition No. 6, S.0°47'29"E., 103.58 feet to a point of curve; thence along the arc of a true curve to the left, having a radius of 150.00 feet and through a central angle of 7°49'48", southeasterly, 19.63 feet and the chord of which bears S.4°32'23"E., 19.61 feet to a point of compound curve; thence along the arc of a true curve to the left, having a radius of 20.00 feet and through a central angle of 85°14'29", southeasterly, 29.75 feet and the chord of which bears S.50°54'31"E., 27.09 feet to the southeasterly corner of said Parcel and a point in the southerly line of said Lot 1, Block 10, Pratt Addition No. 6 and the northerly line of Pratt Boulevard; thence along the southerly line of said Parcel and the northerly line of Pratt Boulevard and along the arc of a true curve to the left, having a radius of 450.00 feet and through a central angle of 10°59'20", southwesterly, 86.31 feet and the chord of which bears S.80°58'38"W., 86.18 feet to the southwesterly corner of said Parcel and end of said curve and a point in the southerly line of Lot 1, Block 11, Pratt Addition No. 6; thence along the westerly line of said Parcel and Forest Drive and the easterly line of said Lot 1, Block 11, Pratt Addition No. 6 and the arc of a true curve to the left, having a radius of 20.00 feet and through a central angle of 84°04'15",

City of Casper

EXHIBIT
B(2 of 2)

northeasterly, 29.35 feet and the chord of which bears N.33°26'47"E., 26.78 feet to a point of reverse curve; thence along the arc of a true curve to the right, having a radius of 200.00 feet and through a central angle of 7°47'51", northwesterly, 27.22 feet and the chord of which bears N.4°41'25"W., 27.20 feet to a point of tangency; thence continuing along the westerly line of said Parcel and Forest Drive and the easterly line of said Lot 1, Block 11, Pratt Addition No. 6, N.0°47'29"W., 103.58 feet to the northwesterly corner of said Parcel, the northeasterly corner of said Lot 1, Block 11, Pratt Addition No. 6 and a point in and intersection with the southerly line of said East 15th Street; thence along the northerly line of said Parcel and Forest Drive and the southerly line of said East 15th Street, N.89°12'31"E., 50.00 feet to the Point of Beginning and containing 7,398 square feet, more or less, as set forth by the plat attached and made a part hereof.

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 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 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 ("EG") 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 **No Waiver.** 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 ____ day of _____, 201__.

PASSED, APROVED AND ADOPTED on the 3rd and final reading the ____ day of _____, 201__.

APPROVED AS TO FORM

Walter Trent II

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

Accepted this ___ day of _____, 2017, subject to applicable federal, state and local law.

Bresnan Communications, LLC
By Charter Communications, Inc., its manager

Signature: Paul Abbott
Name/Title: Paul Abbott, VP, Local GA & Franchising
Date: November 20, 2017

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

January 2, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Will Chambers, Interim City Attorney
Wallace Trembath, Assistant City Attorney

SUBJECT: Wireless Communications Ordinance

Meeting Type & Date
Regular Council Meeting, January 16, 2018

Action type
Ordinance

Recommendation
That Council approve an ordinance to update Section 17.12.124 (Towers) of the Casper Municipal Code.

Summary
Section 17.12.124 (Towers) of the Casper Municipal Code currently governs the City's regulation of wireless communication facilities. The City needs to update its telecommunications ordinance because federal laws and regulations that govern local zoning standards and procedures for wireless communications have substantially changed.

Council previously approved a contract with River Oaks Communications Corporation ("ROCC") to assist the City with rewriting and updating its telecommunications ordinances. ROCC worked collaboratively with the City Attorney's office, and the ordinance has been rewritten. It allows wireless communication services, and protects and promotes the public health, safety and welfare of the community, while reasonably regulating wireless communication facilities aesthetics, all in a manner consistent with current state and federal laws and regulations.

Financial Considerations
The proposed ordinance does not impact the City's budget.

Oversight/Project Responsibility
Liz Becher, Commuity Development Director, will be responsible for appointing staff to accept and process wireless communications facility applications.

Attachments
Memo
Ordinance

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.

WHEREAS, Section 17.12.124 - Towers of the Casper Municipal Code currently governs the City's regulation of wireless communication facilities; and

WHEREAS, federal laws, regulations and court decisions, wireless technology and consumer usage have reshaped the environment within which wireless communication facilities are permitted and regulated; and

WHEREAS, federal laws and regulations that govern local zoning standards and procedures for wireless communications have substantially changed since the City adopted Section 17.12.124 of the Casper Municipal Code; and

WHEREAS, the City Council of the City of Casper desires to update its local standards and procedures to protect and promote the public health, safety and welfare of the community, to reasonably regulate wireless communication facilities aesthetics, to protect and promote the City's unique character in a manner consistent with State and federal laws and regulations; and

WHEREAS, following appropriate procedures and public notice, on _____, 2018, the Planning and Zoning Commission conducted a hearing on proposed amendments to Section 17.12.124 and recommended that the City Council approve the proposed amendments; and

WHEREAS, on _____, the City Council conducted a lawfully-noticed public hearing and received the recommendations of the Planning and Zoning Commission regarding this Section which modifies the Casper Municipal Code sections relating to wireless communication facilities.

NOW, THEREFORE, BE IT ORDAINED BY the City Council of the City of Casper, Wyoming:

Section 1. Repealer and Amendments. That existing Section 17.12.124 - Towers of the Casper Municipal Code is hereby repealed and a new Section 17.12.124 Wireless Communication Facilities Regulations ("Section") is inserted in its place.

Section 2. Purpose. The provisions of this Section shall be known as the Wireless Communication Facilities Regulations. It is the purpose of these provisions to delineate restrictions, development standards and siting criteria, and establish removal procedures in order to protect the City from the uncontrolled siting of wireless communication facilities in locations that have significant adverse effects and cause irreparable harm. It is further the purpose of these provisions:

(a) To protect the community's visual quality and safety while facilitating the reasonable and balanced provision of wireless communication services. More specifically, it is the City's goal to minimize the visual impact of wireless communication facilities on the community, particularly in and near residential zones;

(b) To promote and protect the public health, safety and welfare, preserve the aesthetic character of the Casper community, and to reasonably regulate the development and operation of wireless communication facilities within the City to the extent permitted under State and federal law;

(c) To minimize the impact of wireless communication facilities by establishing standards for siting design and screening;

(d) To preserve the opportunity for continued and growing service from the wireless industry;

(e) To accommodate the growing need and demand for wireless communication services;

(f) To establish clear guidelines and standards and an orderly process for review intended to facilitate the deployment of wireless transmission equipment, to provide advanced communication services to the City, its residents, businesses and community at large;

(g) To ensure City zoning regulations are applied consistently with federal and State telecommunications laws, rules, regulations and controlling court decisions; and

(h) To provide regulations which are specifically not intended to, and shall not be interpreted or applied to, (1) prohibit or effectively prohibit the provision of wireless services, (2) unreasonably discriminate among functionally equivalent service providers, or (3) regulate wireless communication facilities and wireless transmission equipment on the basis of the environmental effects of radio frequency emissions to the extent that such emissions comply with the standards established by the Federal Communications Commission.

Section 3. Definitions. As used in this Section, the following terms shall have the meanings set forth below:

(a) "Antenna" means any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that sends or receives digital signals, analog signals, radio frequencies or wireless communication signals.

(b) "Antenna array" means a single or group of antenna elements, not including DAS and small cells, and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving wireless communication signals.

(c) "Applicant" means any person engaged in the business of providing wireless communication services or the wireless communications infrastructure required for wireless communications services and who submits an application.

(d) "Backhaul network" means the lines that connect a provider's towers or cell sites to one or more cellular telephone switching offices or long distance providers, or the public switched telephone network.

(e) "Base station" means a structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this Section or any equipment associated with a tower.

(1) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(2) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small cell networks).

(3) The term includes any structure other than a tower that, at the time the relevant application is filed with the City under this Section, supports or houses equipment described in this Section that has been reviewed and approved under the applicable zoning or siting process, or under State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

(4) The term does not include any structure that, at the time the relevant application is filed with the State or the City under this Section, does not support or house equipment described in this Section.

(f) "Collocation" means the mounting or installation of an antenna on an existing tower, building or structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

(g) "Distributed Antenna System" or "DAS" means a network consisting of transceiver equipment at a central hub site to support multiple antenna locations throughout the desired coverage area.

(h) "Downtown area" means the area is located in the downtown development district boundaries and the OYDSPC as shown on the zoning map.

(i) "Eligible Facilities Request" means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

(1) Collocation of new transmission equipment;
(2) Removal of transmission equipment; or
(3) Replacement of transmission equipment.

(j) "Eligible support structure" means any tower or base station as defined in this Section, provided that it is existing at the time the relevant application is filed with the City under this Section.

(k) "Existing" means a tower or base station that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

(l) "FAA" means the Federal Aviation Administration.

(m) "FCC" means the Federal Communications Commission.

(n) "Macrocell" means an antenna or antennas mounted on a tower, ground-based mast, rooftops and other structures, at a height that provides a clear view over the surrounding buildings and terrain.

(o) "Site" means, in relation to a tower that is not in the public right-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site. In relation to support structures other than towers, site means an area in proximity to the structure and to other transmission equipment already deployed on the ground.

(p) "Small cells" mean compact wireless equipment that contain their own transceiver equipment and function like cells in a wireless network but provide a smaller coverage area than traditional macrocells.

(q) "Stealth design" means technology that minimizes the visual impact of wireless communication facilities by camouflaging, disguising, screening or blending into the surrounding environment. Examples of stealth design include but are not limited to facilities disguised as trees (monopines), flagpoles, utility and light poles, bell towers, clock towers, ball field lights and architecturally screened roof-mounted antennas.

(r) "Substantial change" means a modification that substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

(1) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10%

or more than ten feet, whichever is greater. Changes in height shall be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the original tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act (47 U.S.C. Section 1455 (a));

(2) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

(3) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

(4) It entails any excavation or deployment outside the current site;

(5) It would defeat the concealment elements of the eligible support structure; or

(6) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment; provided, however, that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in (1) through (4).

(s) "Tower" means any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

(t) "Tower height" means the vertical distance measured from the base of the tower structure at grade to the highest point of the structure including the antenna. A lightning rod, not to exceed ten feet (10') in height, shall not be included within tower height.

(u) "Transmission equipment" means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(v) "Utility support structure" means utility poles or utility towers supporting electrical, telephone, cable or other similar facilities; street light standards; or pedestrian light standards.

(w) "Wireless Communication Facilities" or "WCF" means a staffed or unstaffed facility or location or equipment for the transmission or reception of radio frequency (RF) signals or other wireless communications or other signals for commercial communications purposes, typically consisting of one or more antennas or group of antennas, a tower or attachment support structure,

transmission cables and other transmission equipment, and an equipment enclosure or cabinets, and including small cell technologies.

Section 4. Applicability.

(a) New Towers, Antennas, DAS and Small Cells. All new towers, antennas, DAS and small cells in the City shall be subject to these regulations.

(b) Preexisting Towers or Antennas. Preexisting towers and preexisting antennas shall not be required to meet the requirements of this Section, except as otherwise provided herein.

(c) Exempt Facilities. The following are exempt from this Section:

(1) FCC licensed amateur (ham) radio facilities;

(2) Satellite earth stations, dishes and/or antennas used for private television reception not exceeding one (1) meter in diameter;

(3) A government-owned WCF installed upon the declaration of a state of emergency by the federal, state or local government, or a written determination of public necessity by the City; except that such facility must comply with all federal and State requirements. The WCF shall be exempt from the provisions of this Section for up to one month after the duration of the state of emergency;

(4) A temporary, commercial WCF installed for providing coverage of a special event such as news coverage or sporting event, subject to administrative approval by the City. The WCF shall be exempt from the provisions of this Section for up to one week before and after the duration of the special event; and

(5) Other temporary, commercial WCFs installed for a period of up to ninety (90) days, subject to the City's discretion; provided that such temporary WCF will comply with applicable setbacks and height requirements.

Section 5. Tower Requirements.

(a) All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, shall obtain a city building permit from the building inspector prior to construction or erection.

(b) The design of all towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall comply with applicable sections of the most recent edition of the Building Code, as adopted by the City.

(c) Preengineered and prefabricated towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall require certification of a Wyoming professional engineer, providing that the structure and installation are in accordance with manufacturer's recommendations. All drawings and installation instructions are subject to the approval of the chief building official or the designee thereof.

(d) All non-preengineered and non-prefabricated towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, including the substructure, shall be designed by a licensed professional engineer, registered in the state.

(e) All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall be installed and maintained in compliance with applicable federal, state and City codes.

(f) All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall be supported from a fixed location and nontransportable.

Section 6. Distributed Antenna Systems and Small Cells.

(a) Distributed Antenna Systems and small cells are allowed in all zones by right (unless they involve the installation of a pole, tower or building) and except for the FC or OYD zones, as long as all other requirements of the zoning district are met along with stealth requirements, regardless of the siting preferences listed in Section 10 herein, provided the applicant also complies with all federal laws (such as the Americans with Disabilities Act) and State laws and requirements.

(b) Distributed Antenna Systems and small cells in all zones are subject to approval by administrative review unless their installation requires the construction of a new pole, tower or building. A Conditional Use Permit shall not be required for stealth replacement utility support structures, so long as they are substantially similar in height and design.

(c) A single permit application may be used for multiple distributed antennas that are part of a larger overall DAS network. A single permit application may also be used for multiple small cells spaced to provide wireless coverage in a defined geographic area. A single license agreement may be used for multiple node locations in DAS and/or small cell networks.

Section 7. General Requirements.

(a) Inventory of Existing Sites. Each applicant for a macrocell tower shall provide to the Community Development Department an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the City or within one-half mile of the border thereof, including specific information about the location, height, and design of each tower or antenna. The Community Development Department may share such information with other applicants applying for administrative approvals or conditional use permits under this Section or other organizations seeking to locate antennas within the jurisdiction of the City; provided, however, that the City is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

(b) Color. The antenna array shall be placed and colored to blend into the architectural detail and coloring of the host structure. Support towers shall be painted a color that best allows it to blend into the surroundings. The use of grays, blues, greens, dark bronze, browns or other site specific colors may be appropriate; however, each case will be evaluated individually.

(c) Lighting. Towers shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the chief building official or the designee thereof may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding property owners. Security lighting for the equipment shelters or cabinets and other on the ground ancillary equipment is also permitted, as long as it is appropriately down shielded to keep light within the boundaries of the site.

(d) State or Federal Requirements. All towers and antennas must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, and if WCF equipment is added either through collocation or replacement, then the owners of the towers and antennas governed by this Section shall bring such towers and antennas into compliance with such revised standards and regulations within six (6) months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

(e) Building Permit. A building permit is required for all wireless communication facilities, and shall be subject to the site development standards prescribed herein. A site development plan shall contain the following information:

(1) Construction drawings showing the proposed method of installation;

(2) The manufacturer's recommended installations, if any; and

(3) A diagram to scale showing the location of the wireless communication facility, property and setback lines, easements, power lines, all structures, and required landscaping.

(f) Building Codes; Safety Standards. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable industry standards for towers, as amended from time to time. Compliance with this Section is subject to the Casper Municipal Code enforcement procedures, and other applicable provisions of the Casper Municipal Code. If, upon inspection, the City concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said thirty (30) days shall constitute grounds for the removal of the tower at the owner's expense.

(g) Notice. For purposes of this Section, any conditional use permit or appeal of a conditional use shall require notice as required by the Casper Municipal Code.

(h) Signs. No facilities may bear any signage or advertisement(s) other than signage required by law or expressly permitted/required by the City.

(i) Visual Impact. All WCFs in residential uses and zones and within two hundred feet (200') of residential zones or in the downtown area shall be sited and designed to minimize adverse visual impacts on surrounding properties and the traveling public to the greatest extent reasonably possible, consistent with the proper functioning of the WCF. Such WCFs and equipment enclosures shall be integrated through location and design to blend in with the existing characteristics of the site. Such WCFs shall also be designed to either resemble the surrounding landscape and other natural features where located in proximity to natural surroundings, or be compatible with the built environment, through matching and complimentary existing structures and specific design considerations such as architectural designs, height, scale, color and texture or be consistent with other uses and improvements permitted in the relevant zone.

(j) Use of Stealth Design. The applicant shall provide justification if it is not employing stealth design. Stealth design is required in all zones (for example, in residential zones, the OYD and the downtown area), and concealment techniques must be appropriate given the proposed location, design, visual environment, and nearby uses, structures, and natural features. Stealth design shall be designed and constructed to substantially conform to surrounding building designs or natural settings, so as to be visually unobtrusive. Stealth design that relies on screening wireless communication facilities in order to reduce visual impact must screen all substantial portions of the facility from view. Stealth and concealment techniques do not include incorporating faux-tree designs of a kind that are not native to the City of Casper.

(k) Building-mounted WCFs.

(1) All transmission equipment shall be concealed within existing architectural features to the maximum extent feasible. Any new architectural features proposed to conceal the transmission equipment shall be designed to mimic the existing underlying structure, shall be proportional to the existing underlying structure or conform to the underlying use and shall use materials in similar quality, finish, color and texture as the existing underlying structure.

(2) All roof-mounted transmission equipment shall be set back from all roof edges to the maximum extent feasible consistent with the need for "line-of-sight" transmission and reception of signals.

(3) Antenna arrays and supporting transmission equipment shall be installed so as to camouflage, disguise or conceal them to make them closely compatible with and blend into the setting or host structure.

(l) Antenna Arrays. Wireless communication antenna arrays are permitted in any zone as long as they are located upon an existing structure (except on single family houses, signage or a building less than sixty feet [60'] in height), that provides sufficient elevation for the array's operation without the necessity of constructing a tower or other apparatus to extend the antenna array more than fifteen feet (15') above the structure. Installation on City property requires the execution of necessary agreements. However, if any support tower is needed to achieve the needed elevation, then a Conditional Use Permit is required. If a new equipment cabinet is to be installed, it must be screened if it is higher than the existing screened facility.

(m) WCFs in the Public Rights-of-Way.

(1) Utility support structure - mounted equipment. All pole-mounted transmission equipment shall be mounted as close as possible to the pole so as to reduce the overall visual profile to the maximum extent feasible.

(2) License or agreement. For all WCFs to be located within the right-of-way, prior to submitting for a permit, the applicant must have a valid municipal agreement, license, franchise agreement, Right-of-Way agreement, encroachment permit or exemption otherwise granted by applicable law. If the applicant is willing to install its ancillary facilities underground, that determination by the City shall be subject to administrative review.

(n) Accessory Uses.

(1) Accessory uses shall be limited to such structures and equipment that are necessary for transmission or reception functions, and shall not include broadcast studios, offices, vehicles or equipment storage, or other uses not essential to the transmission or reception functions.

(2) All accessory buildings shall be constructed of building materials equal to or better than those of the primary building on the site and shall be subject to site plan approval.

(3) No equipment shall be stored or parked on the site of the tower, unless used in direct support of the antennas or the tower that is being repaired.

(o) Accessory Equipment. In residential zones, all accessory equipment located at the base of a WCF shall be located or placed (at the applicant's choice) in an existing building, underground, or in an equipment shelter that is (a) designed to blend in with existing surroundings, using architecturally compatible construction and colors; and (b) be located so as to be unobtrusive as possible consistent with the proper functioning of the WCF.

(p) Site Design Flexibility. Individual WCF sites vary in the location of adjacent buildings, existing trees, topography and other local variables. By mandating certain design standards, there may result a project that could have been less intrusive if the location of the various elements of the project could have been placed in more appropriate locations within a given site. Therefore, the WCF and supporting equipment may be installed so as to best camouflage, disguise them, or

conceal them, to make the WCF more closely compatible with and blend into the setting or host structure, upon approval by the Community Development Director or the designee thereof.

(q) General Standards and Construction Provisions.

(1) All structures shall be constructed and installed to manufacturer's specifications, and constructed as required by the City's currently adopted Building Code, as amended, and required setback provisions as prescribed for the zoning districts.

(2) Structures shall be permitted and constructed to meet the City's currently adopted Building Code requirements.

(3) All structures shall conform to FCC and FAA regulations, if applicable.

(4) If any setback as prescribed within this Code requires a greater distance than required of this Section, the greater distance shall apply.

(5) Landscaping and Fencing. In all zoning districts, the following additional landscaping shall be required beyond that which is required for the zone in which it is located:

(i) Equipment shelters and cabinets and other on the ground ancillary equipment shall be screened with landscaping as required for the zone in which located or with another design acceptable to the Community Development Department. Alternatively, where technically feasible, the applicant shall incorporate the cabinet and other equipment into the base of a new pole (for example, for a small cell) provided there is adequate space in the right-of-way and that ADA sidewalk accessibility requirements can be met. All provisions of the ADA, including, but not limited to, clear space requirements, shall be met by the applicant.

(ii) The ground level view of towers shall be mitigated by additional landscaping provisions as established through the conditional use permit process. The use of large trees from the approved urban forestry list of recommended species or native conifers is required at the spacing specified for the specific trees chosen. Alternatively, a landscaping plan may be submitted with the conditional use permit and, if approved, shall take precedence over the foregoing requirement.

(iii) A site-obscuring fence (for example, wrought iron as opposed to barbed wire) no less than six feet (6') in height from the finished grade shall be constructed around each macrocell tower and around related support or guy anchors. Access shall only be through a locked gate. Any fence shall comply with the other design guidelines of the Casper Municipal Code.

(6) New Poles. To the extent technically feasible, new poles must be designed to match the existing light fixtures and other poles, and they shall serve a dual purpose (for example, a new light fixture, flag pole or banner clips).

(7) Other Published Materials. All other information or materials that the City may reasonably require, from time to time, make publicly available and designate as part of the application requirements.

(r) Insurance. All towers shall be covered by a General Liability insurance policy in an amount not less than five hundred thousand dollars ($500,000).

(s) Location of WCFs. No WCFs may be located within ten (10) feet of a public utility (for example, water and sewer lines). If a WCF is located in a public right-of-way and the City needs the owner of the WCF to move the WCF, the owner will do so at no cost to the City.

(t) Sites & Application Appointments. Each application may include up to ten (10) sites in the City. An in-person appointment with City Staff is required at the outset of the process for an application for multiple sites.

Section 8. Sharing Of Support Towers and Collocation of Facilities.

(a) It is the policy of the City to minimize the number of macrocells and wireless communication support towers and to encourage the collocation of antenna arrays of more than one wireless communication service provider on a single support tower, provided that additional Building Code regulations may apply.

(b) No new macrocell wireless communication support tower may be constructed within one-half mile of an existing macrocell support tower, unless it can be demonstrated to the satisfaction of the Community Development Director or the designee thereof that the existing macrocell support tower is not available or feasible for collocation of an additional wireless communication facility, or that its specific location does not satisfy the operational requirements of the applicant. Factors to be considered by the Community Development Director or the designee thereof in determining whether applicant has made this demonstration include those listed below in subsection (d).

(c) The shared use of towers is encouraged. Applications for macrocells and towers which will, immediately upon completion, operate with more than one user may reduce setback requirements from adjacent nonresidential property. The setback from adjacent nonresidential property may be reduced by twenty-five percent when two users enter into a binding agreement prior to the issuance of the building permit. The setback from adjacent nonresidential property may be reduced by up to fifty percent when three or more users enter into a binding agreement prior to the issuance of the building permit. A binding agreement for the purposes of this subsection is one signed by all parties using the tower and by the affected landowners. This signed agreement will commit the users to occupy the tower immediately upon its completion. Notwithstanding the foregoing, fall zones shall be at least one foot for every foot of tower height subject to the breakpoint provisions herein.

(d) Factors Considered in Granting Conditional Use Permits for Macrocells and Towers. In addition to any standards for consideration of conditional use permit applications pursuant to the Casper Municipal Code, the applicant must provide wet stamped plans for macrocell towers, and the Planning and Zoning Commission or City Council (as appropriate under Casper Municipal Code Section 17.12.240 (C)) shall consider the following factors in determining whether to issue a conditional use permit.

(1) Towers exceeding a height of 75 feet shall be able to accommodate collocation of one additional provider. Additional height to accommodate additional collocation may be approved if the applicant submits information certifying the tower has capacity for at least two additional providers. The applicant shall provide a letter indicating their good faith intent to encourage collocation on the tower.

(2) Proximity of the macrocell tower to residential structures and residential district boundaries.

(3) Nature of uses on adjacent and nearby properties.

(4) Surrounding topography.

(5) Surrounding tree coverage and foliage.

(6) Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness.

(7) Proposed ingress and egress.

(8) Whether existing structures are located within the geographic area that meet applicant's engineering requirements.

(9) Whether existing towers or structures have sufficient structural strength to support applicant's proposed antenna and related equipment.

(10) The applicant's proposed antennas would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.

(11) Whether the fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.

(12) Whether the applicant demonstrates that there are other limiting factors not enumerated herein that render existing towers and structures unsuitable.

(e) Site Plan. In districts where towers are allowed, applicants are required to submit and be granted an approval for a site plan before a building permit will be issued. The standards set forth in the Tower Regulations Summary of this Section will be used to determine tower requirements and whether approval shall be granted or denied. Towers of one hundred twenty-one (121) feet or more require that site plan approval be granted by the City Council, following recommendation from the Planning and Zoning Commission. Both the City Council and the Planning and Zoning Commission may consider reductions to the setback requirements for such towers as a part of the site plan approval.

(f) All towers that provide commercial wireless telecommunication service are required to submit a site plan to the City for approval. In addition to the standard site plan requirements (listed in Title 17, of the Casper Municipal Code), the following information must be supplied with the site plan or building permit application:

(1) Identification of the intended user(s) of the tower;

(2) Site and landscape plans drawn to a one inch equals 10' for one acre or less and one inch equals 20' for sites larger than one acre;

(3) The general capacity of the tower;

(4) Proposed modifications to any structure, proposed transmission equipment and its location and areas where excavation is proposed;

(5) An analysis of the area containing existing topographical contours;

(6) The number and positioning of guy wires and antennas;

(7) Site plans must show the locations for at least two equipment buildings, even if the tower is proposed for a single user;

(8) For macrocell towers that are fifty feet or greater in height above the ground, a visual study depicting the zone within a three-mile radius, where any portion of the proposed tower could be seen (scaled vicinity maps);

(9) Details regarding painting and on-site lighting.

(g) Placement Provisions - Towers. Towers shall be located only in those areas described in Table 1, provided that towers that are proposed to be located in a residential zone or within 200 feet of

a residential zone or in the downtown area shall be subject to the siting priorities set forth for preferred tower locations in Section 10.

TABLE 1
TOWER REGULATIONS SUMMARY

Zone	Permitted Height	Plan Com Approval	CC Approval	On Top of Buildings
R1-R6	50'	CUP	NA	NP
PH	50'	51'-120'	121' and greater	10 percent of building ht.
RPUD	50'	CUP	NA	10 percent of building ht.
CPUD	50'	51'-100'	NA	10 percent of building ht.
C1	50'	51-100'	NA	10 percent of building ht.
C2	50'	51'-100'	NA	10 percent of building ht.
C3	50'	51'-120'	NA	10 percent of building ht.
C4	50'	51'-120'	NA	10 percent of building ht.
M1	100'	101'-120'	121' and greater	10 percent of building ht.
M2	100'	101'-120'	121' and greater	10 percent of building ht.
AG	50'	CUP	NA	10 percent of building ht.
FC	NP	NP	NP	NP
ED	50'	51'-150'	NA	10 percent of building ht.

NP = Not permitted (prohibited)
NA = Not applicable
RPUD = Residential PUD
CPUD = Commercial PUD
PERMITTED HEIGHT = Permitted with site plan approval from the community development director
PLAN COM APPROVAL = Permitted with site plan approval from the planning commission
CC APPROVAL = Permitted with site plan approval from the planning commission and the City Council

Notwithstanding anything in the Table to the contrary, in Residential, Educational and Park-Historic Districts, new towers shall be limited to the height of power poles if feasible. Prohibited uses in the Old Yellowstone District and South Poplar Street corridor include macrocell towers or any ground, roof or otherwise mounted pole, spire, structure or combination thereof that is fifteen (15) feet or greater in height above the ground, including supporting lines, cables, wires, braces, masts or other structures, for the purpose of mounting an antenna, meteorological device or cellular apparatus above ground unless an exception is granted pursuant to this Section.

(h) Macrocell towers used for the purpose of providing commercial wireless telecommunication services are permitted uses in all districts, except in the downtown area, FC districts, residential districts (R1-R6), residential planned unit developments (PUD), and the agricultural district (AG). However, a conditional use permit may be granted for small cells providing commercial wireless telecommunication services in residential districts (R1-R6), residential planned unit developments (PUD), and the agricultural district (AG). Additionally, towers which are placed on buildings must conform to the other requirements of this Section.

(i) All towers shall conform to the following dimensional requirements:

(1) <u>On Top of Structures.</u> Towers may not be located on top of buildings or structures in any residential districts. In nonresidential districts, towers are permitted on top of buildings or

structures (which are not tower accessory structures). The top of such towers shall not be more than ten percent (10%) of the building height above the building.

Section 9. Setback Requirements.

(a) Setbacks. A building or structure with a tower shall maintain the normal setback requirements for the zone in which it is located, except as set forth in this subsection. If the tower is in a nonresidential zone, setbacks shall be as follows:

(1) If the top of the tower is fifty feet or less in height above the ground, then, normal setbacks of the zoning district or structures shall apply, provided that the fall zone shall be at least one foot for every foot of tower height.

(2) If the top of the tower is more than fifty feet in height above the ground, the setback from the adjacent property line shall be one foot for every one foot in height, or shall be the normal setback of the zoning district, whichever is greater.

(b) When a residence is located on an adjacent property, the support tower structures shall be set back from property lines as required by that zone or a minimum of one foot (1') for every foot of tower height, whichever produces the greater setback, unless:

(1) the setback is waived by the owner of the residence; or

(2) the tower is constructed with breakpoint design technology. If the tower has been constructed using breakpoint design technology, the minimum setback distance shall be equal to one hundred ten percent (110%) of the distance from the top of the structure to the breakpoint level of the structure, or the applicable zone's minimum side setback requirements, whichever is greater. For example, on a 100-foot tall monopole with a breakpoint at eighty feet (80'), the minimum setback distance would be twenty-two feet (22') (110% of 20 feet, the distance from the top of the monopole to the breakpoint) or the minimum side yard setback requirements for that zone, whichever is greater. Provided, that if an applicant proposes to use breakpoint design technology to reduce the required setback from a residence, the issuance of building permits for the tower shall be conditioned upon approval of the tower design by a structural engineer.

(c) All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall comply with all setbacks within the district in which they are located. All towers and associated equipment shall not interfere with normal radio, television or telephone reception in the vicinity. Commercial messages shall not be displayed on any tower. Violations shall be considered zoning violations and shall be corrected under the enforcement provisions in the Casper Municipal Code.

(d) All equipment shelters, cabinets, or other on the ground ancillary equipment shall meet the setback requirement of the zone in which it is located.

Section 10. Preferred Macrocell Tower Locations.

All new macrocell towers proposed to be located in a residential zone or within two hundred feet (200') of a residential zone or in the downtown area are permitted only after application of the following siting priorities, ordered from most-preferred (1) to least-preferred (7):

(1) City-owned or operated property and facilities not in the downtown or residential zones and not including right-of-way;

(2) industrial zones;

(3) commercial zones;

(4) other non-residential zones;

(5) City rights-of-way in residential zones;

(6) parcels of land in residential zones;

(7) designated historic structures, downtown and neighborhoods with additional protection.

The applicant for a macrocell tower located in a residential zone or within two hundred feet (200') of a residential zone or in the downtown area shall address these preferences in an alternative sites analysis prepared pursuant to Section 11 below.

Section 11. Submittal Requirements.

(a) Alternative Sites Analysis.

(1) For macrocell towers in a residential zone or within two hundred feet (200') of a residential zone or in the downtown area, the applicant must address the City's preferred macrocell tower locations with a detailed explanation justifying why a site of higher priority was not selected. The City's macrocell tower location preferences must be addressed in a clear and complete written alternative sites analysis that shows at least three (3) higher ranked, alternative sites considered that are in the geographic range of the service coverage objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative candidate and the proposed site that explains the substantive reasons why the applicant rejected the alternative candidate.

(2) A complete alternative sites analysis provided under this subsection may include less than three (3) alternative sites so long as the applicant provides a factually detailed written rationale for why it could not identify at least three (3) potentially available, higher ranked, alternative sites.

(3) For purposes of disqualifying potential collocations or alternative sites for the failure to meet the applicant's service coverage objectives, the applicant will provide: (a) a description of its objective, whether it be to close a gap or address a deficiency in coverage, capacity, frequency or technology; (b) detailed technical maps or other exhibits with clear and concise RF data to illustrate that the objective is not met using the alternative (whether it be collocation or a more preferred location); and (c) a description of why the alternative (collocation or a more preferred location) does not meet the objective.

(b) Collocation Consent. A written statement will be signed by a person with the legal authority to bind the applicant and the project owner, which indicates whether the applicant is willing to allow other transmission equipment owned by others to collocate with the proposed wireless communication facility whenever technically and economically feasible and aesthetically desirable.

(c) Documentation. Applications submitted under this Section for towers shall include the following materials:

(1) Requirement for FCC Documentation. The applicant shall provide a copy of the applicant's FCC license or registration.

(2) Visual Analysis. A color visual analysis that includes to-scale visual simulations that show unobstructed before-and-after construction daytime and clear-weather views from at least four angles, together with a map that shows the location of each view, including all equipment and ground wires.

(3) Design Justification. A clear and complete written analysis that explains how the proposed design complies with the applicable design standards under this Section to the maximum extent feasible. A complete design justification must identify all applicable design standards under this Section and provide a factually detailed reason why the proposed design either complies or cannot feasibly comply.

(4) Noise Study. A noise study, if requested by the City and the proposal is in or within two hundred feet (200') of residentially zoned property or in the downtown area for the proposed WCF and all associated equipment.

(5) Additional Information Required. Applicants for a Conditional Use Permit for a macrocell tower shall also submit the following information:

(i) A scaled site plan clearly indicating the location, type, height and width of the proposed tower, on-site land uses and zoning, adjacent land uses and zoning (including when adjacent to other municipalities or the County), separation distances, adjacent roadways, photo simulations, a depiction of all proposed transmission equipment, proposed means of access, setbacks from property lines, elevation drawings or renderings of the proposed tower and any other structures, topography, parking, utility runs and other information deemed by the Community Development Department to be necessary to assess compliance with this Section.

(ii) Legal description of the parent tract and leased parcel (if applicable).

(iii) The setback distance between the proposed tower and the nearest residential unit and the nearest residentially zoned property.

(iv) The separation distance from other towers described in the inventory of existing sites shall be shown on an updated site plan or map. The applicant shall also identify the type of construction of the existing tower(s) and the owner/operator of the existing tower(s), if known.

(v) Method of fencing, and finished color and, if applicable, the method of camouflage and illumination.

(vi) A description of compliance with all applicable federal, state and local laws.

(vii) Identification of the entities providing the backhaul network for the tower(s) described in the application and other cellular sites owned or operated by the applicant in the municipality.

(vii) A description of the suitability of the use of existing towers or other structures to provide the services to be provided through the use of the proposed new tower.

(ix) A clear and complete written statement of purpose, which shall minimally include: (1) a description of the technical objective to be achieved; (2) a to-scale map that identifies the proposed site location and the targeted service area to be benefited by the proposed project; and (3) full-color signal propagation maps with objective units of signal strength measurement that show the applicant's current service coverage levels from all adjacent sites without the proposed site, predicted service coverage levels from all adjacent sites with the proposed site, and predicted service coverage levels from the proposed site without all adjacent sites. These materials shall be reviewed and signed by a Wyoming-licensed professional engineer or a qualified employee of the applicant. The qualified employee of the applicant shall submit his or her qualifications with the application.

(d) Radio Frequency (RF) Emissions Compliance Report. A written report will be prepared, signed and sealed by a Wyoming-licensed professional engineer or a competent employee of the applicant, which assesses whether the proposed WCF demonstrates compliance with the RF emissions limits established by the FCC. The qualified employee of the applicant shall submit his or her qualifications with the application.

(e) Documentation of Completion of Work. To enable the City to keep accurate, up-to-date records of the placement of telecommunication towers and facilities within City limits, at the time the work on the facility or tower is completed, and before operation begins, the owner/operator of the tower shall submit documentation to the City's Building Department providing:

(1) Certification in writing that the tower is structurally sound and conforms to the requirements of the City's Building Code and all other construction standards set forth by the Casper Municipal Code, federal and state law by filing, a sworn and certified statement by an engineer to that effect. The tower owner may be required by the City to submit more frequent certifications should there be reason to believe that the structural and electrical integrity of the tower is jeopardized. The certification must be based upon on-site physical inspection.

(2) The name(s) and number of providers located on the tower, the type and use of any antenna located on the tower, and the name, address and telephone number of any owner, if there has been a change of ownership of the tower.

(3) An initial payment of a registration fee which shall be in addition to any other fee paid by the owner or operator of the tower or facility, for all towers or facilities located within the City, shall be required and shall be submitted to the City's Community Development Department at the time of submission of the documentation, as required in (e)(1) and (2) of this subsection.

Section 12. WCF Exceptions to Standards.

(a) Applicability. Except as otherwise provided in Section 7. (p) above, (Site Design Flexibility), no WCF shall be used or developed contrary to any applicable development standard unless an exception has been granted pursuant to this subsection. These provisions apply exclusively to WCFs and are in lieu of the generally applicable variance and design departure provisions in this Code; provided this subsection does not provide an exception from this Section's visual impact and stealth design.

(b) Procedure Type. A WCF's exception is subject to approval by the Planning and Zoning Commission.

(c) Submittal Requirements. An application for a wireless communication facility exception shall include:

(1) A written statement demonstrating how the exception would meet the criteria.

(2) A site plan that includes:

(i) Description of the proposed facility's design and dimensions, as it would appear with and without the exception.

(ii) Elevations showing all components of the wireless communication facility, as it would appear with and without the exception.

(iii) Color simulations of the wireless communication facility after construction demonstrating compatibility with the vicinity, as it would appear with and without the exception.

(d) Criteria. An application for a wireless communication facility exception shall be granted if the following criteria are met:

(1) The exception is consistent with the purpose of the development standard for which the exception is sought.

(2) Based on a visual analysis, the design minimizes the visual impacts to zones through mitigating measures, including, but not limited to, building heights, bulk, color, and landscaping.

(3) The applicant demonstrates the following:

(i) A significant gap in the coverage, capacity, or technologies of the service network exists such that users are regularly unable to connect to the service network, or are regularly unable to maintain a connection, or are unable to achieve reliable wireless coverage within a building;

(ii) The gap can only be filled through an exception to one or more of the standards in this Section; and

(iii) The exception is narrowly tailored to fill the service gap such that the wireless communication facility conforms to this Section's standards to the greatest extent possible.

(4) For a new tower proposed to be located in a residential zone or within two hundred feet (200') of a residential zone or in the downtown area, unless the proposal qualifies as a preferred location on City-owned or operated property or facilities, the applicant must also demonstrate that the manner in which it proposes to fill the significant gap in coverage, capacity, or technologies of the service network is the least intrusive on the values that this Section seeks to protect.

Section 13. Removal of Abandoned Towers. Towers which are not used for a period of six months or more shall be removed by the owner within ninety days from the date of written notification by the City. To assure the removal of towers, which have not been maintained or have been abandoned, a performance bond, cash, letter of credit, or other approved security shall be submitted for each tower. The amount of the bond, cash, letter of credit, or other approved security shall be based on an estimate provided by a contractor licensed in the state of Wyoming, who shall estimate the cost of removing the tower. This estimation shall be provided in writing and submitted with the application. There will be a ten percent contingency fee added to the contractor's estimate. In the event the owner shall fail to remove any tower not maintained or abandoned, as provided in this subsection, the City shall have the right to enter the premises and remove such tower without further notice to owner, in which event, all removal costs shall be charged against the bond or security and the owner until satisfied.

Section 14. Emergency Circumstances. The City reserves the right to enter upon and disconnect, dismantle or otherwise remove any tower or telecommunications facility should same become an immediate hazard to the safety of persons or property due to emergency circumstances, as determined by the City Manager or his designee, such as natural or man-made disasters or accidents, when the owner of any such facility is not available to immediately remedy the hazard. The City shall notify any such owner of any such action within twenty-four hours. The owner and/or operator shall reimburse the City for the costs incurred by the City for action taken pursuant to this subsection.

Section 15. Inspections. The City reserves the right upon reasonable notice to the owner/operator of the tower to conduct inspections for the purpose of determining whether the tower, equipment, and/or related buildings comply with all provisions of the Casper Municipal Code, the applicable building codes or all other construction standards provided by local, state or federal law.

Section 16. Independent Consultant and RF Technical Review. Although the City intends for City staff to review applications to the extent feasible, the City may retain the services of an independent consultant and RF expert of its choice to provide evaluation of permit applications for WCFs, when they

are subject to conditional use permits or administrative review. The third party expert shall have recognized training and qualifications in the field of telecommunications or radio frequency engineering. The consultant's and RF expert's review may include, but is not limited to: (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and, (d) whether the proposed WCF complies with the applicable approval criteria set forth in this Section. The applicant shall pay the cost for any independent consultant fees through a deposit, estimated by the City, paid within ten (10) days of the City's request. When the City requests such payment, the application shall be deemed incomplete for purposes of application processing timelines until the deposit is received. In the event that such costs and fees do not exceed the deposit amount, the City shall refund any unused portion within thirty (30) days after the final permit is released or, if no final permit is released, within thirty (30) days after the City receives a written request from the applicant. If the costs and fees exceed the deposit amount, then the applicant shall pay the difference to the City within thirty (30) days and before the permit is issued.

Section 17. Final Inspection.

(a) A certificate of completion will only be granted upon satisfactory evidence that the WCF was installed in substantial compliance with the approved plans and photo simulations.

(b) If it is found that the WCF installation does not substantially comply with the approved plans and photo simulations, the applicant shall promptly make any and all such changes required to bring the WCF installation into compliance, and in any event prior to putting the WCF in operation.

Section 18. Compliance.

(a) All wireless communication facilities must comply with all standards and regulations of the FCC and any State or other federal government agency with the authority to regulate wireless communication facilities.

(b) The site and wireless communication facilities, including all landscaping, fencing and related transmission equipment must be maintained at all times in a neat and clean manner and in accordance with all approved plans.

(c) All graffiti on wireless communication facilities must be removed at the sole expense of the permittee after notification by the City to the owner/operator of the WCF.

(d) If any FCC, State or other governmental license or any other governmental approval to provide communication services is ever revoked as to any site permitted or authorized by the City, the permittee must inform the City of the revocation within thirty (30) days of receiving notice of such revocation.

Section 19. Indemnification. Each permit issued for a WCF located on City property shall be deemed to have as a condition of the permit a requirement that the applicant defend, indemnify and hold harmless the City and its Council, officers, agents, employees, volunteers, and contractors from any and all liability, damages, or charges (including attorneys' fees and expenses) arising out of claims, suits, demands, or causes of action as a result of the permit process, a granted permit, construction, erection, location, performance, operation, maintenance, repair, installation, replacement, removal, or restoration of the WCF.

Section 20. Eligible Facilities Request.

(a) Purpose. This Section 20 implements Section 6409(a) of the Spectrum Act (47 U.S.C. Section 1455(a)), as interpreted by the FCC in its Report and Order No. 14-153 and regulated by 47

C.F.R. § 1.40001, which requires a state or local government to approve any Eligible Facilities Request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station.

(b) Application Review.

(1) Application. The City shall prepare and make publicly available an application form. The City may not require an applicant to submit any other documentation intended to illustrate the need for any such wireless facilities or to justify the business decision to modify such wireless facilities.

(2) Review. Upon receipt of an application for an Eligible Facilities Request pursuant to this subsection, the Community Development Director or the designee thereof, shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

(3) Timeframe for Review. Within 60 days of the date on which an applicant submits an application seeking approval of an Eligible Facilities Request under this subsection, the City shall review and act upon the application, subject to the tolling provisions below.

(4) Tolling of the Timeframe for Review. The 60-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.

(i) To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.

(ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.

(iii) Following a supplemental submission, the City will have 10 days to notify the applicant if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

(5) Failure to Act. In the event the City fails to approve or deny a complete application under this subsection within the timeframe for review (accounting for any tolling), the request shall be deemed granted provided the applicant notifies the City in writing after the review period has expired. Provided, however, the request is still subject to Section 25 (Standard Conditions of Approval).

(c) Compliance Obligations Due to Invalidation. In the event that any court of competent jurisdiction invalidates all or any portion of Section 6409 or any FCC rule that interprets Section 6409 such that federal law would not mandate approval for any Section 6409 approval(s), such approval(s) shall automatically expire one year from the effective date of the judicial order, unless the decision would not authorize accelerated termination of previously approved Section 6409 approvals or the City grants an extension upon written request from the permittee that shows good cause for the extension, which includes without limitation extreme financial hardship. Notwithstanding anything in the previous sentence to the contrary, the City may not grant a permanent exemption or indefinite extension. A permittee shall not be required to remove its improvements approved under the invalidated Section 6409 approval when it has obtained the

applicable permit(s) or submitted an application for such permit(s) before the one-year period ends.

(d) City's Standing Reserved. The City's grant or grant by operation of law of a Section 6409 approval does not waive, and shall not be construed to waive, any standing by the City to challenge Section 6409, any FCC rules that interpret Section 6409 or any Section 6409 approval.

Section 21. Collocation Applications.

(a) Purpose. This Section 21 implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153. Except when a shorter timeframe is otherwise required under Section 20, the following timeframes apply to collocation.

(b) Application Review.

(1) Application. The City shall prepare and make publicly available an application form.

(2) Review. Upon receipt of an application for a collocation request pursuant to this subsection, the City shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

(3) Timeframe for Review. Within 90 days of the date on which an applicant submits an application seeking approval of a collocation request under this subsection, the City shall review and act upon the application, subject to the tolling provisions below.

(4) Tolling of the Timeframe for Review. The 90-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete.

(i) To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.

(ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.

(iii) Following a supplemental submission, the City will notify the applicant within 10 days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

(5) Failure to Act. In the event the City fails to approve or deny a complete application under this subsection within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

Section 22. New Site or Tower Applications.

(a) Purpose. This Section 22 also implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153.

(b) Application Review.

(1) Application. The City shall prepare and make publicly available an application form.

(2) Review. Upon receipt of an application for a request for a new site or tower pursuant to this subsection, the City shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

(3) Timeframe for Review. Within 150 days of the date on which an applicant submits an application seeking approval of a request for a new site or tower under this subsection, the City shall review and act upon the application, subject to the tolling provisions below.

(4) Tolling of the Timeframe for Review. The 150-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete.

(i) To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.

(ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.

(iii) Following a supplemental submission, the City will notify the applicant within 10 days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

(5) Failure to Act. In the event the City fails to approve or deny a complete application under this subsection within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

Section 23. Application Fees. In connection with the filing of an application, the applicant shall pay all applicable application fees, according to a City Resolution.

Section 24. Laws, Rules and Regulations. This Section shall be subject to all applicable laws, rules and regulations.

Section 25. Standard Conditions of Approval.

(a) Applicability. In addition to all other conditions adopted by the City, all permits, whether approved by the City or deemed approved by the operation of law, shall be automatically subject to the conditions in this Section. The City shall have discretion to modify or amend these conditions on a case-by-case basis as may be necessary or appropriate under the circumstances to protect public health and safety or allow for the proper operation of the approved facility consistent with the goals of this Section.

(b) Permit Term. A permit will automatically expire one year and one day from its issuance. Any other permits or approvals issued in connection with any collocation, modification or other change to a wireless facility, which includes without limitation any permits or other approvals deemed-granted or deemed-approved under federal or state law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law.

Section 26. Severability. The various parts, sentences, paragraphs and clauses of this Section are hereby declared to be severable. If any part, sentence, paragraph or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Section shall not be affected thereby.

Section 27. Conflicts. These Wireless Communication Facilities regulations are in addition to other regulations in the zoning portions of the Casper Municipal Code. In case of a conflict between regulations, the most restrictive shall apply except as otherwise indicated.

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

PASSED on 1st reading the day of , 2018.

PASSED on 2nd reading the day of , 2018.

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day of _____, 2018.

APPROVED AS TO FORM:

Walter Trent Jr

ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

December 22, 2017

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: County Plat Approval, Becker Business Center

Meeting Type & Date: Regular Council Meeting, January 16, 2018.

Action Type: Resolution.

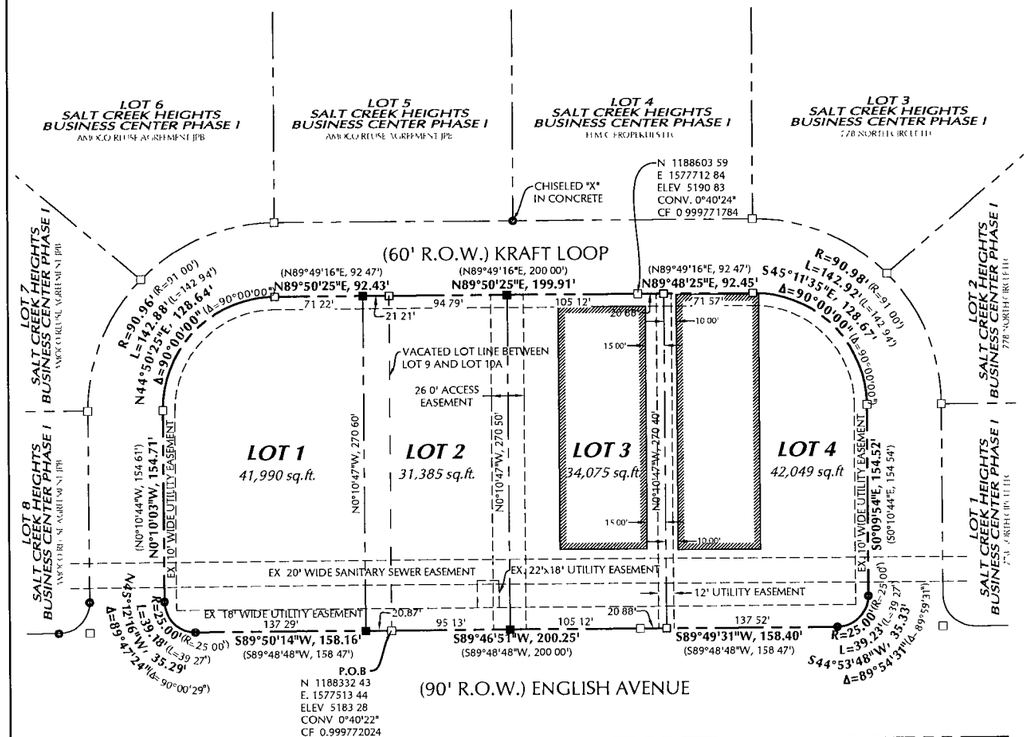
Recommendation: That Council, by resolution, approve a County plat within one (1) mile of the Casper City limits, creating the Becker Business Center.

Summary: Application has been made by Becker Development, LLC for County plat approval of the proposed Becker Business Center. The proposed subdivision encompasses 3.43-acres, more or less, and is creating four (4) lots. The property is located west of the City limits, off of English Avenue.

Pursuant to Wyoming State Statute 34-12-103, all plats located within one (1) mile of the boundary of any city or town must be approved by said city or town prior to the filing and recording of the plat with the county clerk. The purpose of the extra-territorial jurisdiction afforded to cities and towns by Wyoming State Statutes is to ensure that development that occurs on the fringes of a community is designed and constructed in a manner that is consistent with the standards and specifications of the municipality. In this case, the plat is subdividing land, and is not affecting any of the previously established public right-of-ways or public utilities.

Oversight/Project Responsibility: Craig Collins, AICP, City Planner.

Attachments:
Resolution
Plat



"BECKER BUSINESS CENTER"

A VACATION OF SALT CREEK HEIGHTS BUSINESS CENTER PHASE I, LOT 9 AS RECORDED IN THE OFFICE OF THE NATRONA COUNTY CLERK AS INSTRUMENT No. 934095, AND SALT CREEK HEIGHTS BUSINESS CENTER PHASE I, LOTS 10A AND 11A AS RECORDED IN THE OFFICE OF THE NATRONA COUNTY CLERK AS INSTRUMENT No. 1028998 AND PLAT OF BECKER BUSINESS CENTER.

A SUBDIVISION OF A PORTION OF THE
SW1/4NE1/4 OF SECTION 5, TOWNSHIP 33 NORTH,
RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN,
NATRONA COUNTY, WYOMING

SCALE: 1"=60'

Becker Development, LLC, hereby certifies that they are the owner and proprietor of the forgoing vacation of Salt Creek Heights Business Center Phase I, Lot 9 as recorded in the office of the clerk of Natrona County, Wyoming, on August 17, 2012, as Instrument No 934095, and Salt Creek Heights Business Center Phase I, Lots 10A, and 11A as recorded in the office of the clerk of Natrona County, Wyoming, on April 12, 2017, as Instrument No 1028998 and plat of Becker Business Center, being more particularly described as follows

Beginning at an aluminum cap at the southeast corner of Lot 9 of said Salt Creek Heights Business Center Phase I, and a point in the north right-of-way line of English Avenue, thence along the north right-of-way line of said English Avenue, S89°50'14"W, 158 16 feet to a point of curvature, thence 39 18 feet along the arc of a non-tangent curve to the right, having a radius of 25 00 feet, a central angle of 89°47'24", a chord bearing of N45°12'16"W, and a chord length of 35 29 feet to a point in the south right-of-way line of Kraft Loop, thence along the south right-of-way line of Kraft Loop for the next seven calls, N0°10'03"W, 154 71 feet to an aluminum cap and a point of curvature, thence 142 88 feet along the arc of a non-tangent curve to the right, having a radius of 90 96 feet, a central angle of 90°00'00", a chord bearing of N44°50'25"E, and a chord length of 128 64 feet to an aluminum cap, thence N89°50'25"E, 92 43 feet to an aluminum cap, thence N89°50'25"E, 199.91 feet to an aluminum cap, thence N89°48'25"E, 92 45 feet to an aluminum cap and a point of curvature, thence 142 92 feet along the arc of a tangent curve to the right, having a radius of 90 98 feet, a central angle of 90°00'00", a chord bearing of S45°11'35"E, and a chord length of 128 67 feet to an aluminum cap and a point of non-tangency, thence S0°09'54"E, 154 52 feet to a point of curvature, thence 39 23 feet along the arc of a non-tangent curve to the right, having a radius of 25 00 feet, a central angle of 89°54'31", a chord bearing of S44°53'48"W, and a chord length of 35 33 feet, thence along the north right-of-way line of English Avenue S89°49'31"W, 158 40 feet to an aluminum cap, thence continuing along the north right-of-way line of English Avenue, S89°46'51"W, 200 25 feet to the Point of Beginning

The above described Lot contains 3 43 acres, more or less, and are subject to any and all rights-of-way, easements, reservations, and encumbrances which have been legally acquired

The subdivision of the forgoing described land as it appears on this plat is with the free consent and in accordance with the desires of the above named owners and proprietors The name of said subdivision shall be known as "BECKER BUSINESS CENTER". The above named owner and proprietor does hereby grant to the public and private utility companies an easement and license to locate, construct, use and maintain conduits, lines, wires and pipes, any or all of them, under, along or across the strips of land marked as utility easements as shown on this plat

OWNER
Becker Development, LLC
2948 Hogan Drive
Casper, Wyoming 82601

Richard Becker

STATE OF WYOMING)
NATRONA COUNTY) SS

The foregoing instrument was acknowledged before me this

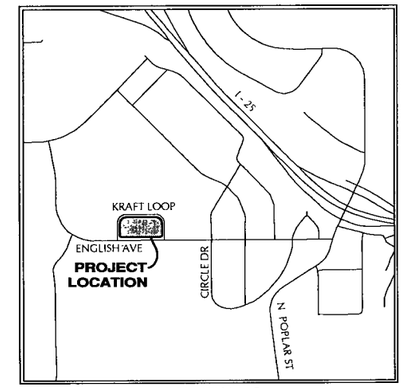
_____ day of _____, 2017, by

Richard Becker

as a free and voluntary act and deed Witness my hand and official seal My commission expires

NOTARY PUBLIC

AFFIX RECORDING LABEL HERE



VICINITY MAP
1" = 1000'

CERTIFICATE OF SURVEYOR

I, Paul A Heintz, do hereby certify that I am a professional land surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of "BECKER BUSINESS CENTER", being a vacation of Salt Creek Heights Business Center Phase I, Lots 9, 10A, and 11A, as laid out, platted, dedicated, and shown hereon, that such plat was made from an accurate survey of said property by me or under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with the Natrona County regulations governing the subdivision of land

Professional Land Surveyor
PAUL A. HEINTZ
13346
DRAFT
Date
WYOMING

STATE OF WYOMING)
NATRONA COUNTY) SS

The foregoing instrument was acknowledged before me this

_____ day of _____, 2017, by

Paul A Heintz, P L S.

as a free and voluntary act and deed Witness my hand and official seal My commission expires

NOTARY PUBLIC

LEGEND

- RECOVERED ALUMINUM CAP / SET BRASS CAP
- RECOVERED 5/8" REBAR UNLESS NOTED
- SET 5/8" REBAR WITH ALUMINUM CAP
- PLAT BOUNDARY
- LOT LINES
- EASEMENT LINES
- N52°14'56" W, 308.40' MEASURED
- (N52°14'56" W, 308 40') RECORD
- EX BUILDING

SCALE 1" = 60'

NOTES

1 ERROR OF CLOSURE EXCEEDS = 1 1,000,000
2 BASIS OF BEARING WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983
3 DISTANCES U.S SURVEY FOOT

CERTIFICATE OF APPROVAL

STATE OF WYOMING)
NATRONA COUNTY) SS

I, do hereby certify that this vacation and replat has been examined by me and found to comply with the regulations for Natrona County, Wyoming, and is therefore, approved for recording

APPROVED BY THE TOWN COUNCIL OF MILLS, WYOMING BY RESOLUTION NO _____, DULY PASSED, ADOPTED AND APPROVED THIS _____ DAY OF_____, 2017

_____ TOWN CLERK ATTEST _____ MAYOR

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO _____, DULY PASSED, ADOPTED AND APPROVED THIS _____ DAY OF_____, 2017.

_____ CITY CLERK ATTEST _____ MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2017 _____ COUNTY SURVEYOR

_____ COUNTY DEVELOPMENT DIRECTOR / DATE

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2017 _____ COUNTY COMMISSIONER ATTEST _____ COUNTY CLERK

_____ NATRONA COUNTY HEALTH OFFICER / DATE

ENGINEERING • SURVEYING • GIS MAPPING
CONSTRUCTION MANAGEMENT
111 W. 2nd St, Ste 420 • Casper, Wyoming 82601
Ph: 307-265-4601 • Fax: 307-265-4672
J·K·C ENGINEERING

"BECKER BUSINESS CENTER"
A VACATION OF SALT CREEK HEIGHTS BUSINESS CENTER PHASE I, LOTS 9, 10A AND 11A,
A PORTION OF THE SW1/4NE1/4 OF SECTION 5, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

DATE: 11/14/2017
PROJECT #: 17-01
DRAWN BY: JRB/SAS
SHEET TITLE:
RECORD OF SURVEY
SHEET NUMBER
1 OF 1

S:\LAND2017\17-01\DWG\PLAT\17-01_PLAT2.dwg SAVED:11/15/17 PRINTED:11/28/17 BY:JOHN

RESOLUTION NO. 18-4

A RESOLUTION APPROVING A NATRONA COUNTY PLAT, "BECKER BUSINESS CENTER"

WHEREAS, application has been made for County subdivision approval of the Becker Business Center plat, comprising 3.43-acres, more or less, and creating four (4) lots; and,

WHEREAS, pursuant to W.S. § 34-12-103, all plats located within one (1) mile of the boundary of any city or town shall be approved by said city or town prior to the filing and recording of the plat with the County Clerk; and,

WHEREAS, Becker Business Center is located within one (1) mile of the City of Casper; and,

WHEREAS, it is the desire of the Casper City Council to approve the Becker Business Center plat.

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, this resolution approving and authorizing the Mayor to sign the plat of Becker Business Center.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 201__

APPROVED AS TO FORM:

Walter Trembath

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

December 12, 2017

MEMO TO: J. Carter Napier, City Manager

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

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

Meeting Type & Date
Regular Council Meeting
January 16, 2018

Action type
Resolution

Recommendation
That Council, by resolution, authorize the Final Acceptance Certificate with the Wyoming Department of Transportation (WYDOT) for the Robertson Road North Pathway, Project No. 13-42.

Summary
On May 2, 2017, JTL Group, Inc., dba Knife River (Knife River), was awarded the contract with the City of Casper for the Robertson Road North Pathway, Project No. 13-42. The project involved constructing a new pathway extension along the east side of Robertson Road, from Chief Washakie Road to River Heights Drive. Funding in the amount of $336,000.00 was awarded to the City of Casper through WYDOT's Transportation Alternative Program (TAP) for this work.

On October 2, 2017, the City of Casper accepted that the project had been completed in accordance with the plans and specifications. WYDOT's TAP program requires local public agencies to submit a certificate of project completion to WYDOT prior to reimbursement of the final 10% of project funds. City staff has reviewed the Final Acceptance Certificate and recommends Council authorization.

Financial Considerations
N/A

Oversight/Project Responsibility
Terry Cottenoir, Engineering Technician, Public Services

Attachments
Resolution
Final Acceptance Certificate

Final Acceptance Certificate

Project Number:	CD14005	WYDOT Program:	TAP		
Project Amount:	$420,000.00	Match Requirement:	20%	CFDA #:	20.205
Funding Type:	Federal				

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

Project Sponsor:	City of Casper				
Address:	200 N. David St.				
City:	Casper	State:	WY	Zip Code:	82601-1815
Contact Name:	Terry Cottenoir		Title:	Engineering Technician	
Telephone Number:	307-235-8366	Email Address:	tcottenoir@cityofcasperwy.com		

Project sponsor **City of Casper** hereby accepts and certifies that the aforementioned project has been completed in accordance with the plans and specifications dated **May 2, 2017** and agrees to accept full maintenance thereof, this **12th** day of **December** **2017**

Attest: _____ _____

Signature of Project Sponsor — Chairman of governing body

The aforementioned project has been designed and constructed according to accepted engineering and architectural standards.

City of Casper — Signature

Name of Architectural or Engineering Firm

8284 — **Andrew Beamer**

License Number (if applicable) — Printed Name

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

_____

WYDOT

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

Attach a copy of the following information to this document:

** Proof of three week advertisement for final settlement and project completion per Wyoming Statute 16-6-116*

Failure to attach the required information may result in project delays.

*** Proof of Publication ***

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

AFFIDAVIT OF PUBLICATION

STATE OF WYOMING)
COUNTY OF NATRONA)

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

Daily Weekly

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

commencing with issue dated Oct 8, 2017
ending with issue dated Oct 22, 2017

City of Casper
200 N. David St.
Casper, WY 82601

ORDER NUMBER 31152

Sami Bowman
Signed

Subscribed in my presence and sworn to before me this
23rd day of Oct 2017

Rebecca S. Harris

NOTARY PUBLIC
REBECCA S. HARRIS
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires June 13, 2020

NOTICE OF FINAL PAYMENT TO CONTRACTOR

NOTICE IS HEREBY GIVEN that the City of Casper, Wyoming, has accepted the work as substantially completed according to the plans, specifications, and rules set forth in the contract between the City of Casper and JTL Group, Inc., dba Knife River, pursuant to the Robertson Road North Pathway, Project No. 13-42 and that JTL Group, Inc., dba Knife River, is entitled to settlement therefor. On the 18th day of November, 2017, being the forty-first day after the first publication of this Notice, the City of Casper, Wyoming, will pay to JTL Group, Inc., dba Knife River, the full amount due under said contract.
All persons having claims for labor and material furnished to or on behalf of the above stated Contractor shall present them to the City prior to the date specified above that payment will be made to said Contractor.
Dated the 2nd Day of October, 2017
CITY OF CASPER, WYOMING
A Municipal Corporation
J. Carter Napier
City Manager
Published: October 8, 15 & 22, 2017
Legal No: 31152

PUBLISHED ON: 10/08/2017, 10/15/2017, 10/22/2017

TOTAL AD COST: 223.12
FILED ON: 10/23/2017

RESOLUTION NO.18-5

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

WHEREAS, the City of Casper constructed a new pathway extension along the east side of Robertson Road, from Chief Washakie Road to River Heights Drive; and,

WHEREAS, funding in the amount of Three Hundred Thirty-Six Thousand Dollars ($336,000.00) was awarded to the City of Casper through the Wyoming Department of Transportation's Transportation Alternatives Program; and,

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

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

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

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Ray Pacheco
Mayor

December 14, 2017

MEMO TO: J. Carter Napier City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director
Andrew Colling, Engineering Tech

SUBJECT: Authorizing a Contract for Professional Services with ECS Engineering, in the amount of $165,443.00, for the 2018 Arterials and Collectors, Project No. 17-093.

Meeting Type & Date:
Regular Council Meeting
January 16, 2018

Recommendation:
That Council, by resolution, authorize a contract for professional services with ECS Engineering (ECS) in the of $165,443.00, for the 2018 Arterials and Collectors, Project No. 17-093.

Summary:
The 2018 Arterials and Collectors improvements project includes the mill and overlay asphalt surface, replacement of cast iron water main pipes, replacement of sanitary sewer mains, installation of storm sewer catch basins ADA accessible ramps at intersections throughout the project area, miscellaneous repairs to sidewalk, curb and gutter and curbwalk in the areas of South Jackson Street, 3rd Street and 5th Street near the Wyoming Medical Center, and the area of 15th Street between South Wolcott and Oakcrest Avenue.

A request for proposals was sent to qualified consultants to furnish engineering design and construction administration services for the project. The City received seven (7) proposals from interested consultants. A selection committee consisting of City staff reviewed the proposals and interviewed three (3) of the consulting firms. The selection committee chose ECS Engineers based on their interview and team qualifications. ECS' fee for design and construction administration services is $165,443.00.

Design services for the project include preparation of construction plans and specifications, and assistance to the City in advertising, opening, and evaluating construction bids. Construction services include field staking, field observations, attending construction progress meetings, material testing, record drawings, and review of payment applications

Financial Considerations:
Funding will be from Water Fund Reserves, Sewer Fund Reserves and Optional 1%#15 Sales Tax funds allocated to FY18 Arterial and Collector Street Improvements.

Oversight/Project Responsibility:
Andrew Colling, Engineering Tech

Attachments:
Resolution
Agreement

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. ECS Engineers (ECS), 111 West 2nd Street, Suite 600, Casper, Wyoming 82601 ("Consultant").

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

RECITALS

A. The City is undertaking utility and road surfacing improvements for the 2018 Arterials & Collectors, Project No. 17-093.

B. The project requires professional services for the design, bidding, and construction administration.

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 Scope of Services shall, as a minimum, include the following:

A. Design Phase.

1. The Consultant shall meet with City representatives to discuss proposed project configuration and layout.

2. The Consultant shall conduct field surveys to collect topographic data, existing utilities, and surface elevations for the purpose of providing an appropriate alignment and to establish grades needed to provide positive drainage throughout the corridor.

3. The Consultant shall prepare plan sheets that have been approved and signed by a licensed Professional Engineer registered in the State of Wyoming. The plan sheets shall include the proposed area showing the final elevations, grades, alignments, typical sections, right-of-way and utility plans, and all details necessary for construction, and other details necessary to insure safe passage for the public.

4. The Consultant shall prepare final drawings on a computer-aided drafting format. Digital format shall be DXF and be compatible with AUTOCAD Version 2012 release or later. The Consultant shall also provide a final set of plans in 11x17 paper copy designated as "Bid Set" approved and signed by a licensed Professional Engineer registered in the State of Wyoming, and a complete set of plans electronically in a pdf format that can be printed as a complete set and to scale, ready for reproduction if needed and all CAD file associated to the project. The project will be designed and presented to the City of Casper meeting Casper Municipal Code Section 16.16.020.

5. The Consultant shall prepare a project cost estimate when preliminary plans are at approximately fifty percent (50%) complete, at ninety percent (90%) complete, and at the completion of the design or one hundred percent (100%).

6. Consultant shall provide the City Engineering Office four (4) copies of the preliminary construction drawings and project manuals to be reviewed by City staff at fifty percent (50%) and ninety percent (90%) and to conduct review meetings involving City staff to go over all comments at each phase.

7. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to obtain a permit to construct the improvements. It is anticipated that a minimal amount of Geotech Investigation must be conducted in order to obtain a permit to construct from DEQ. The following is a sample of the geotech request that the City has accomplished in the past for waterline work permitting:

   Please provide a cost proposal to drill one boring per block. On blocks that are on the length of six hundred feet (600') or more, please provide two (2) borings per block. Each boring shall be conducted to a minimum depth of ten feet (10'). The borings shall be drilled to obtain information on the subsurface profile including existing roadway sections, to obtain samples for laboratory testing and to estimate the groundwater level and

depth to bedrock if encountered. Consultant must obtain one street cut permit and one (1) traffic control permit. Have the soil samples preliminarily screened for VOC's and hydrocarbon staining. If VOC's or hydrocarbon staining is observed, consultant to perform headspace analyses on those samples. Please provide a geotechnical engineer to visually classify samples obtained in the field and conduct laboratory testing to determine the physical and engineering properties of the on-site soils and bedrock. Please incorporate the following laboratory testing to be completed: Natural Moisture Content (D2216), Particle Size Analysis (D422), Minus No. 200 Sieve (D1140), Atterberg Limits (D4318), and pH and Minimum Resistivity (only on soils that exhibit VOC or hydrocarbon staining). Please provide three (3) copies of a summary report of the data obtained from the field exploration and laboratory testing and present any conclusions and recommendations.

8. If Consultant believes additional geotech investigation and testing must be done for the roadway improvements as part of this project, then Consultant should include such in their proposals to assist the engineer on the evaluation and design of the roadway. This project is intended to be a mill and overlay; however, if Consultant feels there are sections that need to be reconstructed, it should be recommended in the Consultant's proposal submittal.

B. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the Project.

2. Consultant shall prepare construction drawings and specifications in accordance with the City of Casper "Standard Specifications for Street Construction," latest version.

3. The General Conditions and Supplemental Conditions of the specifications shall be based on current City of Casper approved documents.

4. The Consultant shall prepare a Project Manual to include the following:

   a. Technical Specifications.

   b. Bid Schedule to accompany the Owner's Bid Form.

   c. Edited "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and

Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final review. After front end documents are reviewed by the Owner, Consultant shall incorporate any changes into the Project Manual.

d. The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

C. Final Bidding Documents.

1. The Consultant shall provide the City Engineering Office four (4) sets of Bidding Documents at the completion of the design. The Consultant shall affix his registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.

2. The Consultant shall submit to the City, as a minimum, final drawings consisting of plan sheets showing the roadway and necessary details related to this project, and as follows:

a. Title Sheet that shows the project limits and location with respect to the surrounding region. This sheet shall also have an index and legend. The sheet shall bear the Consultants registration stamp, date and signature.

b. Typical Section of the roadway with dimensions and stationing.

c. Right-of-Way and Utility Plan indicating clearance of right-of-way and plan and profiles of all utilities to be replaced or modified.

d. Grading Plan showing the grades and direction of drainage for any runoff with proposed and existing elevations.

e. Drainage Details showing size and location of drainage features if necessary.

f. Corridor Details showing location and orientation necessary for construction including: concrete sidewalk, curb and gutter, ADA ramps, etc.

3. The Consultant shall provide the City Engineering Office a copy of final

drawings of the project in AUTOCAD and PDF format, and the project manual in word and PDF format labeled "BIDDING DOCUMENTS 2018 ARTERIALS AND COLLECTORS IMPROVEMENTS PROJECT"

D. Advertising and Bidding:

1. The Consultant shall utilize and maintain project information with City of Casper's QuestCDN website for the following: advertisement, distributing addenda and bidding information to planholders, uploading project documents including all plans and specifications, and distributing bid tabulations to planholders.

E. Construction:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.

2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Consultant will deliver five (5) copies of the Contract Documents to the successful bidder.

3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.

4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:

a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR) at the site to assist Consultant and to provide observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner informed of the progress of the Work. The RPR will be on site for an average of six (6) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.

b. The RPR will be Consultant's agent or employee and under Consultant's supervision. The duties and responsibilities of the RPR are set forth in "Exhibit A, Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

c. RPR visits and observation:

1. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

2. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

c. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of all materials installed each day, and any and all pertinent conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.

d. Consultant shall maintain a digital photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the photo number. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.

e. Consultant shall maintain a correspondence file, including but not limited to, all memoranda, correspondence, and minutes of the progress meetings.

f. During construction, progress meetings to include Owner's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.

g. In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant

shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.

5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:

   a. Establish horizontal and vertical control for construction.

   b. All staking will be done once, and Contractor(s) will be responsible for additional staking at his cost.

6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner.

8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents and the City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements.

11. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract

Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.

12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:

    a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).

    b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or

that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.

14. Walk-Through. Consultant shall conduct a walk-through with the City to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.E.12.b (Construction Phase).

15. Record Drawings. Consultant shall provide the Owner one (1) set of electronic drawings showing those changes made during the construction process, based on the marked-up prints, drawings, survey data, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 11"x 17" record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings in PDF and Autocad (in conformance with City of Casper Municipal Code 16.16.020 and United States National CAD Standards) in a format compatible with the Owners system, labeled as "Record Drawings - 2018 Collectors and Arterials Improvements Project.

16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.

17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.

18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.E.1 through I.E.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

2. TIME OF PERFORMANCE:

The professional services of the Consultant shall be undertaken and completed according to the following time schedule:

Design and Bidding services shall be undertaken and completed on or before the 31st day of May, 2018.

Construction and Administration services shall be undertaken and completed on or before the 31st day of October, 2018.

Warranty Period services shall be undertaken and completed on or before the 31st day of October, 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 sum of One Hundred Sixty-Five Thousand Four Hundred Forty-Three and 00/100 Dollars ($165,443).

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 it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

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

"This portion of this page has been left blank intentionally."

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

APPROVED AS TO FORM:

Walter Trumbo III

ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

WITNESS:

By: B Coyle

Printed Name: Brandy Coyle

Title: Admin Asst. City of Casper

CONSULTANT:
ECS Engineers

By: [illegible]

Printed Name: Shawn J. Gustafson

Title: Principal

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 insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices 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 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 Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*
Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's

obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*
   Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subconsultants.

10. *Special Risks or Circumstances*
    City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only

parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

EXHIBIT A
TO
CONTRACT FOR PROFESSIONAL SERVICES

DUTIES, RESPONSIBILITIES, AND LIMITATIONS
OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

Consultant shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Consultant in observing performance of the work of Consultant(s). The duties and responsibilities of the RPR are limited to those of Consultant in Consultant's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant and Contractor keeping Owner advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR.

1. Schedules. Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.

2. Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison.

a. Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples.

   a. Record date of receipt of Shop Drawings and samples.

   b. Receive samples which are furnished at the site by Contractor, and notify Consultant of availability of samples for examination.

   c. Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.

5. Review of Work, Rejection of Defective Work, Inspections, and Tests.

   a. Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.

   b. Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty, or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

   c. Verify that tests are conducted in the presence of appropriate personnel, and observe, record, and report to Consultant appropriate details relative to the test procedures.

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.

6. Interpretation of Contract Documents. Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.

7. Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendation to Consultant. Transmit to Contractor decisions as issued by Consultant.

8. Records.

a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. To the extent permitted by RPR's presence on the site in accordance with Paragraph 4 of the Agreement, keep a diary or logbook, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.

c. Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major suppliers of materials and equipment.

9. Reports.

a. Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and Schedule of Shop Drawing and sample submittals.

b. Consult with Consultant in advance of scheduled major tests, inspections, or start of important phases of the Work.

c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Directive Changes, and Field Orders.

d. Report immediately to Consultant and Owner upon the occurrence of any accident.

10. Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Completion.

a. Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

b. Conduct final inspection in the company of Consultant, Owner, and Contractor and prepare a final list of items to be completed or corrected.

c. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority.

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Consultant.

2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.

3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.

4. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.

6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.

7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specially authorized by Consultant.

RESOLUTION NO. 18-6

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH ECS ENGINEERS (ECS) FOR ENGINEERING SERVICES FOR THE 2018 ARTERIALS AND COLLECTORS, PROJECT NO. 17-093.

WHEREAS, the City is undertaking the 2018 Arterials and Collectors, Project No. 17-093; and,

WHEREAS, the City of Casper desires engineering services for project design, bidding services, and construction administration; and,

WHEREAS, ECS is able and willing to provide the engineering services for the 2018 Arterials and Collectors, Project No. 17-093.

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 ECS for this service.

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 contract, equal to a total not to exceed amount of One Hundred Sixty-Five Thousand Four Hundred Forty-Three and 00/100 Dollars ($165,443.00).

PASSED, APPROVED, AND ADOPTED this ____ day of_____, 2018.

APPROVED AS TO FORM:

Walter Trembath IV

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

ECS
2018 Arterials & Collectors
Project No. 17-093

December 12, 2017

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Authorizing the Final Acceptance Certificate with Wyoming Department of Transportation for the CATC Parking Lot Repairs.

Meeting Type & Date
January 16, 2018
Regular Council Meeting

Action type
Resolution

Recommendation
That Council, by resolution, authorize the Final Acceptance Certificate with the Wyoming Department of Transportation (WYDOT) for the CATC Parking Lot Repairs, Project No. 16-058.

Summary
On July 5, 2017, Halls Custom Paving and Excavation, Inc., was awarded the contract with the City of Casper for the CATC Parking Lot Repairs, Project No. 16-058. The project involved repairing the asphalt parking lot for the Casper Area Transportation Coalition Facility. Funding in the amount of $100,000.00 was awarded to the City of Casper through WYDOT's Capital Assistance Program for Bus and Bus Facilities Formula Program Grant for this work.

On September 8, 2017, the City of Casper accepted the project as complete in accordance with the plans and specifications. WYDOT's Capital Assistance Program for Bus and Bus Facilities Formula Program requires local public agencies to submit a certificate of project completion to WYDOT prior to reimbursement of the final 10% of project funds. City staff has reviewed the Final Acceptance Certificate and recommends Council authorization.

Financial Considerations
N/A

Oversight/Project Responsibility
Terry Cottenoir, Engineering Technician, Public Services

Attachments
Resolution
Final Acceptance Certificate

Final Acceptance Certificate

Project Number:	FT17058	WYDOT Program:	Transit		
Project Amount:	$125,000.00	Match Requirement:	20%	CFDA #:	20.526
Funding Type:	Federal				

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

Project Sponsor:	City of Casper				
Address:	200 N. David St.				
City:	Casper	State:	WY	Zip Code:	82601
Contact Name:	Liz Becher		Title:	Community Development Director	
Telephone Number:	307.235.8241	Email Address:	lbecher@casperwy.gov		

Project sponsor **City of Casper** hereby accepts and certifies that the aforementioned project has been completed in accordance with the plans and specifications dated July 5, 2017 and agrees to accept full maintenance thereof, this 12th day of December 2017

Attest: _____ _____

Signature of Project Sponsor — Chairman of governing body

The aforementioned project has been designed and constructed according to accepted engineering and architectural standards.

Hall's Custom Paving & Excavation, Inc. — Signature

Contractor

N/A — Daniel Duyer

License Number (if applicable) — Printed Name

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

_____

WYDOT

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

Attach a copy of the following information to this document:

** Proof of three week advertisement for final settlement and project completion per Wyoming Statute 16-6-116*

Failure to attach the required information may result in project delays.

*** Proof of Publication ***

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

AFFIDAVIT OF PUBLICATION

STATE OF WYOMING)
COUNTY OF NATRONA)

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

Daily Weekly

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

commencing with issue dated Sept 17, 2017
ending with issue dated Oct 1, 2017

City of Casper
200 N. David St.
Casper, WY 82601

ORDER NUMBER 29939

Sami Bowman
Signed

Subscribed in my presence and sworn to before me this
2nd day of Oct 2017

Jeanette Saulsbury

NOTARY PUBLIC
JEANETTE SAULSBURY
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires January 18, 2018

PUBLISHED ON: 09/17/2017, 09/24/2017, 10/01/2017

TOTAL AD COST: 223.12
FILED ON: 10/2/2017

NOTICE OF FINAL PAYMENT TO CONTRACTOR

NOTICE IS HEREBY GIVEN that the City of Casper, Wyoming, has accepted the work as substantially completed according to the plans, specifications, and rules set forth in the contract between the City of Casper and Hall's Custom Paving & Excavation, Inc., pursuant to the CATC Parking Lot Repairs, Project No. 16-058 and that Hall's Custom Paving & Excavation, Inc., is entitled to settlement therefor. On the 28th day of October, 2017, being the forty-first day after the first publication of this Notice, the City of Casper, Wyoming, will pay to Hall's Custom Paving & Excavation, Inc., the full amount due under said contract.
All persons having claims for labor and material furnished to or on behalf of the above stated Contractor shall present them to the City prior to the date specified above that payment will be made to said Contractor.
Dated the 8th Day of September, 2017.
CITY OF CASPER, WYOMING
A Municipal Corporation
J. Carter Napier
City Manager
Published: September 17, 24 & October 1, 2017
Legal No: 29939

RESOLUTION NO.18-7

A RESOLUTION AUTHORIZING A FINAL ACCEPTANCE CERTIFICATE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE CATC PARKING LOT REPAIRS.

WHEREAS, the City of Casper repaired the asphalt parking lot for the Casper Area Transportation Coalition Facility; and,

WHEREAS, funding in the amount of One Hundred Thousand Dollars ($100,000.00) was awarded to the City of Casper through the Wyoming Department of Transportation's Capital Assistance Program for Bus and Bus Facilities Formula Program; and,

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

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

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

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

APPROVED AS TO FORM:

Walter Trembath III

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

December 21, 2017

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Alex Sveda, P.E., Associate Engineer

SUBJECT: Accepting a Right-of-Way Easement from the Casper Human Society as part of the McKinley Street Underpass Storm Water Repairs Project.

Meeting Type & Date:
Regular Council Meeting
01/16/2018

Action Type:
Resolution

Recommendation:
That Council, by resolution, accept a right-of-way easement from the Casper Humane Society, as part of the McKinley Street Underpass Storm Water Repairs, Project No. 15-35.

Summary:
The North McKinley Street railroad underpass and lift station are located within Burlington Northern and Santa Fe Railway (BNSF) and City of Casper right-of-ways along North McKinley Street. The existing storm sewer within the underpass and immediately south of the underpass was constructed in 1982. The lift station was also constructed in 1982 and has received upgrades in 2010, which included new submersible pumps, controllers, electrical, valves, and internal lift station piping. Currently, the existing storm sewer within the underpass does not convey storm water effectively and has caused several issues for the City of Casper, including flooding, traffic restrictions and maintenance difficulties. Design is nearing completion for the replacement of the pavement, inlets, and underground utilities to address the above issues. The project is expected to bid in February 2018.

A 20-foot wide right-of-way easement (0.10 acres), granted by the Casper Humane Society, is necessary for the installation of approximately 212 lineal feet of storm water piping for the project. The easement will begin at the southwest corner of East "E" Street and McKinley Street, head west, and stop near an existing easement on the property owned by the Casper Humane Society, located at 849 East E Street.

Financial Considerations
None

Oversight/Project Responsibility
Alex Sveda, Associate Engineer

Attachments
Resolution
Easement (Exhibit "A" and Exhibit "B").

RIGHT OF WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. Casper Humane Society, whose principal offices are located at 849 East E Street, Casper Wyoming 82601 (herein referred to as "Grantor"), HEREBY GRANTS to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 N. 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 storm sewer lines (herein referred to as "the Facilities") over, across and under the real property located within the City of Casper and 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. Grantor also grants 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, construction, inspecting, operating, maintaining, and replacing the water lines located on the Easement Property to pre-existing conditions, or better.

3. Grantee, at its cost, shall take reasonable safety measures to reduce the risk of damage to property and personal injury on the Easement Property.

4. Grantor reserves unto itself 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 Grantor may elect.

5. 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.

6. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

7. 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 15th day of December, 20~~18~~17.

APPROVED AS TO FORM:

Walter Trembath

GRANTOR:

CASPER HUMANE SOCIETY:

By: _____
Name: John Davidson
Title: Treasurer

GRANTEE:

CITY OF CASPER:

By: _____
Name: Ray Pacheco
Title: Mayor - City of Casper

Attest:

By: _____
Name: Fleur A. Tremel
Title: Clerk - City of Casper

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 20~~18~~, by _____ 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 15th day of December 2018, by Jack Davidson as the representative of Casper Humane Society

(Seal, if any) Sally Adams-Reinhart - Notary Public County of Natrona State of Wyoming My Commission Expires August 3, 2019

Sally Adams-Reinhart
(Signature of notarial officer)

[My Commission Expires: 8/3/19]

EXHIBIT "A"
20' STORM SEWER EASEMENT

A twenty foot (20') wide strip of land to be designated as a Storm Sewer Easement located in and being a portion of Lot 1, Plains Addition to the City of Casper, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the northeast corner of said Lot 1, Plains Addition, monumented by a WYDOT Right-of-Way Monument;

Thence S35°13'19"E, a distance of 67.78 feet to the Point of Beginning, located on the east line of said Lot 1, Plains Addition;

Thence S78°52'06"W, a distance of 211.53 feet to the Point of Termination.

The above described parcel contains approximately 0.10 acres (4230.50 s.f.) more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

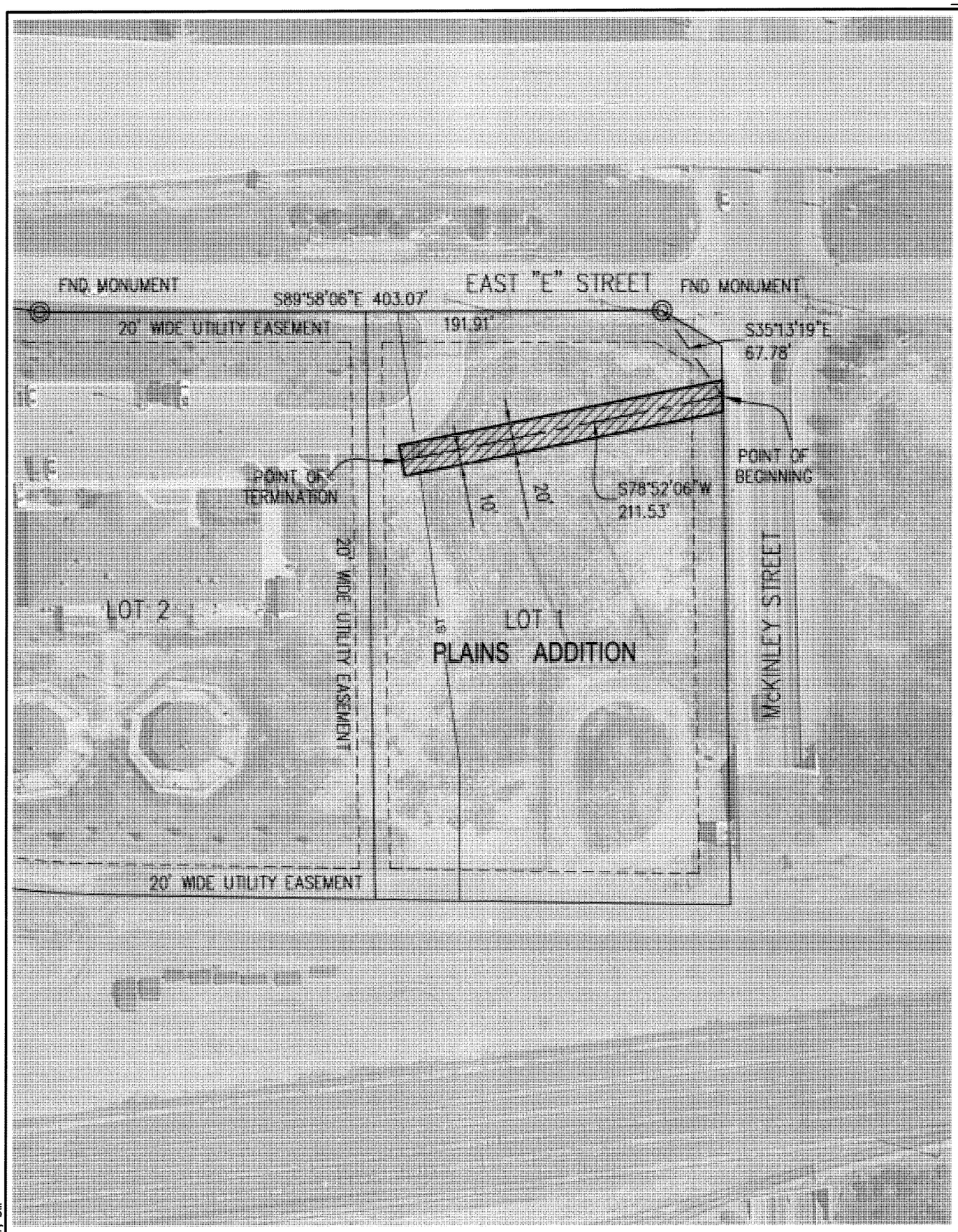
I hereby certify that this description was prepared by me from notes taken during an actual field survey in November, 2017 and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.

Professional Land Surveyor
WILLIAM R. FEHRINGER
5528
Date 12/1/17
WYOMING

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

W.O. #17-006
Storm Sewer Easement

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



0 80' 160'

SCALE: 1" = 80'

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

Exhibit "B"

20' STORM SEWER EASEMENT

CITY OF CASPER

Lot 1, Plains Addition
City of Casper, Wyoming
November 30, 2017
W.O. 17-006

M:\Land 2017\Engineering\17-006 McKinley St. Storm\Easement.dwg, 11/30/2017, Bill

RESOLUTION NO. 18-8

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH THE CASPER HUMANE SOCIETY FOR THE MCKINLEY STREET UNDERPASS STORM WATER REPAIRS PROJECT NO. 15-35.

WHEREAS, the City of Casper is installing 212-feet of 30-inch diameter, storm water main as part of the McKinley Street Underpass Storm Water Repairs, Project No. 15-35; and,

WHEREAS, approval of a Right-of-Way Easement with the Casper Humane Society will allow the work to be constructed; and,

WHEREAS, the Right-of-Way Easement with the Casper Humane Society requires compensation in the amount of Ten and 00/100 Dollars ($10.00).

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 Right-of-Way Easement for the McKinley Street Underpass Storm Water Repairs, Project No. 15-35.

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

December 18, 2017

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, Public Services Director
Dan Coryell, Parks Manager

SUBJECT: Authorizing a Professional Services Agreement with the University of Wyoming Cooperative Extension Service, in the amount of $25,136, for Agricultural Extension Educational Services.

Meeting Type & Date
Regular Council Meeting
January 16, 2018

Action type
Resolution

Recommendation
That Council, by resolution, authorize a Professional Services Agreement with the University of Wyoming Cooperative Extension Service, in the amount of $25,136 for agricultural extension educational services.

Summary
The Wyoming Extension, also known as the UW Agricultural Resource and Learning Center, is a County-owned building located at 2011 Fairgrounds Road. Donna Hoffman is employed there as a full-time educator who provides public instruction on issues related to agriculture, arboriculture, horticulture, and related fields.

Ms. Hoffman is formally employed by the University of Wyoming, but a portion of her salary is funded by both the City of Casper and Natrona County. Each entity provides a portion of her salary, with the City's share being $25,136. The City pays for this from the Weed and Pest fund. The City and the University of Wyoming began this relationship approximately twenty years ago. Records of annual agreements date back to 1997, but earlier contracts might also exist.

Much of Ms. Hoffman's day to day work is focused on managing the Natrona County Master Gardener program. The Master Gardener Program trains interested citizens to be expert gardeners. In return for this training, Master Gardeners are expected to volunteer their time by assisting the public with gardening and agricultural issues.

Ms. Hoffman also provides assistance to the City Parks Division, upon request. For many years Ms. Hoffman has assisted with the annual Litter Index, which requires her to systematically assess the litter in various City of Casper neighborhoods over a period of several days. Ms. Hoffman also assists regularly with administering arborist licensing exams.

Financial Considerations
Funding will come from the Weed and Pest fund in the amount of $25,136

Oversight/Project Responsibility
Dan Coryell, Parks Manager

Attachments
Resolution
Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I – AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of _____, 2017, 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. The University of Wyoming, 1000 E. University Ave., Dept. 3354, Laramie, Wyoming 82071 ("Contractor").

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

NOW THEREFORE, the Parties agree as follows:

RECITALS

A. The City is undertaking a project to benefit the citizens and City staff on horticulture/floriculture/urban forestry/turf management.

B. Under the Federal Smith-Lever Act of 1914, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the City desires an Extension Professional to assist and encourage the development of horticulture programming (position currently held by Donna Hoffman).

C. The University employs such Extension Professionals.

D. The Parties wish to continue their long running partnership for the conduct of this service.

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. Employ an Extension Professional whose primary place of employment shall be 2011 Fairgrounds Road, Casper, Wyoming. The extension Professional shall be able to demonstrate a high proficiency in regards to horticulture/floriculture/urban

forestry/turf management and the execution of public educational programs and public outreach programs. The Extension Professional Shall:

i. Field queries and provide expert advice to citizens and property owners within Natrona County relative to horticulture, arboriculture, and related fields. The fielding of queries may involve investigation, research, and site visits, as appropriate.

ii. Create, execute, and manage public outreach programs that will promote and enhance positive behaviors such as gardening, planting, volunteerism, and public beautification, with an emphasis on activities that will achieve enhanced beautification, food production, flood control, fire control, pest control, biodiversity, water and soil conservation, and environmental protection for the residents and property owners of Natrona County.

iii. Provide general assistance to the City Parks Manager, at his or her request, on matters related to horticulture, arboriculture, landscaping, and public outreach or public education.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June, 2018. Contract may be terminated by either party upon thirty (30) days written notice to the other party. In the event this Contract is terminated, the Contractor will return unused funds contributed by the 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 a lump sum of Twenty Five Thousand One Hundred Thirty-Six Dollars ($25,136).

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, representation, or agreements, either written or oral. The Contract maybe amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM:

Walter Trembath

ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMNG
A Municipal Corporation

Ray Pacheco
Mayor

WITNESS:

By: Andara J Frasier

Printed Name: ANDARA J FRASIER

Title: PARALEGAL

CONTRACTOR:
University of Wyoming Cooperative Extension Service

By: Martha J. Miller 12/11/17

Printed Name: Martha J. Miller, Manager
Procurement Services

Title:

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision,

and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): 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.

2. Automobile Liability: covering, any auto, with limits 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.

C. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, 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.

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 by Contractor in a commercially reasonable time.

4. *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.

5. *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.

6. *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.

7. *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.

D. Neither party shall indemnify, defend, or hold harmless the other 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 out of this Contract. Furthermore, for the avoidance of doubt, the University is not responsible for providing insurance for the negligent actions or omissions of any City employees.

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 Parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Parties specifically reserve 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.

RESOLUTION NO. 18-9

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE UNIVERSITY OF WYOMING COOPERATIVE EXTENSION SERVICE.

WHEREAS, the City of Casper desires to obtain special services from the University of Wyoming Cooperative Extension Service including, but not limited to, assistance with landscaping design, training and public education on vegetation care and maintenance, and providing oversight on projects involving or impacting plant material; and,

WHEREAS, the University of Wyoming Cooperative Extension Service is ready, willing and able to provide these services; and,

WHEREAS, the University of Wyoming Cooperative Extension Service has agreed to provide these services for an annual fee of Twenty-Five Thousand One Hundred Thirty-Six and 00/100 Dollars ($25,136).

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 the University of Wyoming Cooperative Extension Service relating to the care and installation of plant materials.

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 2, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Tracey Belser, Support Services Director
Zulima Lopez, Assistant Support Services Director

SUBJECT: Authorizing the Acceptance of an Updated Drug and Alcohol Policy for City Employees Performing Safety-Sensitive Functions as Defined by the United States Federal Transit Administration (FTA)

Meeting Type & Date
Regular Council Meeting
January 16, 2018

Action Type
Resolution

Recommendation
That Council, by resolution, authorize the acceptance of an updated Drug and Alcohol Policy for city employees performing safety-sensitive functions as defined by the United States Federal Transit Administration (FTA).

Summary
In August 2017, the City of Casper underwent a Triennial Review by the Federal Transit Administration (FTA). The Triennial Review is the FTA's assessment of City of Casper's compliance with federal requirements regarding grant management and program implementation practices. During this review, minor deficiencies were identified in the City's drug and alcohol policy for City employees performing safety-sensitive functions, as defined by the FTA. This policy currently applies only to Fleet Maintenance Division mechanics who work on transit buses. The finding in the FTA report stated:

> *The City's drug and alcohol policy for FTA safety-sensitive employees does not properly identify the behaviors that constitute a refusal to submit to drug and/or alcohol testing, and also improperly identifies subcategories of opiates and amphetamines.*

The proposed policy update addresses these deficiencies and also adds language that allows the Human Resources Director to delegate certain authority and responsibilities to his/her designee. Typically policies such as this are approved by the City Manager; however, the FTA requires this policy to be approved by the City Council.

Financial Considerations
There is no financial impact from this policy update.

Oversight/Project Responsibility
Compliance with this policy is with the City's Risk Management and Human Resources divisions.

Attachments
Drug and Alcohol Policy for City Employees Performing Safety Sensitive Functions
Resolution

DRUG AND ALCOHOL POLICY FOR CITY EMPLOYEES PERFORMING SAFETY-SENSITIVE FUNCTIONS

AS REQUIRED BY THE UNITED STATES FEDERAL TRANSIT ADMINISTRATION

ADOPTED ON MARCH 02, 2009
AMENDED ON OCTOBER 21, 2011
AMENDED ON SEPTEMBER 12, 2014
AMENDED ON JANUARY 16, 2018

PURPOSE

This purpose of this policy is to bring the City of Casper, herein after referred to as City, into compliance with the Federal Transit Administration regulations. The Federal Transit Administration (FTA) has published 49 C.F.R. Part 655, as amended, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations", which mandates urine drug testing and breath alcohol testing for safety-sensitive positions as defined by the FTA and prohibits performance of a safety-sensitive function when there is a positive test result. The establishment of this program is to help prevent accidents, injuries, and fatalities resulting from the misuse of alcohol and use of prohibited drugs by employees who perform safety-sensitive functions.

The U.S. Department of Transportation (DOT) has published 49 C.F.R. Part 40, as amended, which sets forth standards for the collection and testing of urine and breath specimens.

This policy complies with 49 C.F.R. Part 655, as amended, and 49 C.F.R. Part 40, as amended. Copies of Parts 655 and 40 are available in the Human Resources Office and can be found on the internet at the Office of Drug and Alcohol Policy & Compliance's website http://www.dot.gov/ost/dapc/index.html.

APPLICABILITY

This policy applies to all City employees when performing safety-sensitive functions as defined by the FTA. These employees are listed on Attachment A. All other City employees (except certain Police and Fire) are covered by the Drug and Alcohol Policy contained in the City's Personnel Rules and Regulations Manual. These employees are referred to as "covered employees." All employees who are subject to this policy are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 C.F.R. Part 655, as amended. For employees covered by both FTA and Federal Motor Carrier Safety Administration (FMCSA) drug and alcohol testing authority, employees shall only be tested under FTA authority only while performing FTA-related functions.

This policy addresses a covered employee's ability to report to duty and perform safety-sensitive functions due to his/her misuse of alcohol or use of prohibited drugs. The policy is not intended to replace or to be applied in lieu of other policies or rules of the City relating to alcohol and/or drugs. Consequently, other policies and restrictions also apply to covered employees by this policy and covered employees who violate City prohibitions against the possession or use of alcohol or controlled substances may be subject to disciplinary action, up to and including termination.

Policies and procedures under the City's Authority are italicized

COVERED EMPLOYEES

See Attachment A for a list of covered position(s) by job title and their safety-sensitive functions performed as defined by the FTA.

CONTACT PERSON(S)

See Attachment B for a list of contact person(s) designated by the City to answer employee questions about this policy.

DEFINITIONS

Accident means an occurrence associated with the operation of a vehicle, if as a result: (i) an individual dies; or (ii) an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or (iii) with respect to an occurrence in which the mass transit vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded) incurs disabling damage as the result of the occurrence and such vehicles or vehicles are transported away from the scene by a tow truck or other vehicle.

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this part.

Confirmation test for alcohol means a subsequent test using an evidential breath testing (EBT) devices, following a screening test with a result of 0.02 or greater that provides quantitative data about the alcohol concentration.

Confirmation testing for drugs means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial screen test by using a technologically different method such as a gas chromatography/mass spectrometry to ensure reliability and accuracy.

Controlled substance means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21. U.S.C. 812) and as further defined in Regulations 21 C.F.R. 1308.11-1308.15.

Covered employee means a person, including an applicant or transferee, who performs or will perform a safety-sensitive function for the City, subject to 49 C.F.R. Part 655, as amended, and listed in Attachment A, hereto.

Dilute specimen means a urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage means damage which prevented the departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, tail lights, turn signals, horn, or windshield wipers that makes them inoperative.

Federal Transit Administration is an agency of the U.S. Department of Transportation.

Medical Review Officer means a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

Performing (a safety-sensitive function) means a covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Prohibited drugs means marijuana, cocaine, opiates, phencyclidine, and amphetamines. Prohibited drugs may be referred to as drugs.

Positive test result for drugs means a verified presence of the identified drug or its metabolite at or above the minimum levels specified in 49 C.F.R. Part 40, as amended. A positive alcohol test result means a confirmed alcohol concentration of 0.04 or greater.

Safety-sensitive function means any of the following duties, when performed by employees or recipients, sub recipients, operators or contractors: (i) operating a revenue service vehicle, including when not in service; (ii) operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License; (iii) controlling dispatch or movement of a revenue service vehicle; (iv) maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service.

Screening test (initial) in relation to **alcohol testing**, it means an analytic procedure to determine whether a covered employee may have a prohibited concentration of alcohol in a breath or saliva specimen. In relation to **drug testing**, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration and to identify the presumptively positive specimens that require confirmation or further testing.

Substance Abuse Professional is a person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

Vehicle means a bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transportation vehicle is a vehicle used for public transportation or for ancillary services.

PROHIBITION CONDUCT

1. Alcohol

   The City shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the covered employee has used alcohol four hours prior to or during the course of performing safety-sensitive duty.

   A covered employee is prohibited from using alcohol within (4) four hours prior to performing safety-sensitive functions or during the time period when the covered employee is on-call.

   A covered employee shall not report for duty or remain on duty in a safety-sensitive position if the covered employee has an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.

   Following an accident, a covered employee who is required by this policy to take a post-accident alcohol test is prohibited from using alcohol for eight (8) hours following the accident, or until the covered employee has undergone a post-accident alcohol test, whichever occurs first.

2. Drugs

   Use of prohibited drugs is prohibited at all times. Prohibited drugs include marijuana, cocaine, opiates, amphetamines, and phencyclidine. A covered employee may be tested for these drugs at any time while on duty.

   All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 C.F.R. Part 40, as amended.

3. Supervisors

No supervisor having actual knowledge that a covered employee has violated the prohibitions of this policy shall permit the covered employee to perform or continue to perform any safety-sensitive function.

TESTING METHODOLOGY

All testing will be conducted as required in 49 C.F.R. Part 40, as amended. A copy of Part 40 is available in the Human Resources Office and can be found on the internet at the Office of Drug and Alcohol Policy & Compliance's website http://www.dot.gov/ost/dapc/index.html.

SPLIT SPECIMEN

Each test specimen for drug testing shall be subdivided into two bottles labeled as a "primary" and a "split" specimen. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of a prohibited drug, the covered employee, at his/her expense, has 72 hours to request the split specimen be sent to another certified laboratory for analysis. *The employee will be reimbursed if the confirmation shows a negative result.* The Medical Review Officer initiates this procedure.

NEGATIVE DILUTE

If the Medical Review Officer reports a drug test as a negative dilute, the covered employee will be required to take another test and the results of the second test will be accepted. A negative dilute result with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL requires an immediate recollection under direct observation.

SHY BLADDER

In the event that a covered employee is to be tested for prohibited drugs appears unable to provide a urine specimen at the time of the test, he/she shall be permitted no more than three (3) hours to give a specimen, during which time the individual shall remain in the testing area, under observation. The covered employee shall be given no more than 40 ounces of water to drink over the course of the three hours.

SECOND SPECIMEN

Whenever there is a reason to believe that a specimen may have been altered or a substitution made, a second specimen shall be immediately provided by the covered employee. *The testing facility will provide documentation to the Human Resources Director or his/her designee explaining the reasons for a second specimen. Any employee*

who is believed to have altered or substituted a sample may be requested to provide a second specimen. The second test must be directly observed. The Human Resources Director or his/her designee shall be advised of the results of the drug and/or alcohol test by the Medical Review Officer.

EDUCATION AND TRAINING

Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 C.F.R. Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment.

All supervisors and City officials who are designated by the City to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol and/or drug testing will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

CIRCUMSTANCES FOR TESTING

Covered employees will be subject to testing for prohibited drug use and alcohol misuse under the following circumstances: (1) pre-employment testing; (2) post-accident testing; (3) random testing; (4) reasonable suspicion testing; (5) return-duty testing; and (6) follow-up testing.

The City shall pay the cost of all tests, which it requires. If a covered employee is required to submit to an examination or test, or await test results (except for reasonable suspicion testing) the covered employee shall be paid his/her normal rate of pay during the testing and waiting period.

All test batteries shall commence with an alcohol screening regardless of the circumstance requiring the testing.

1. Pre-employment Testing

   As part of the application process, potential employees will respond to a question asking if he or she has tested positive or refused to test on any DOT pre-employment drug or alcohol test administered by an employer for a position which the employee applied for but did not obtain within the last two years. If the employee admits that he or she had a positive test or a refusal to test, the City will not use the employee to perform safety-sensitive functions until and unless the

employee documents successful completion of the return-to-duty process documented in section 49 CFR Part 40.25.

As part of a conditional offer of employment, the City will request drug and alcohol testing records from previous employers. If such records are obtained, they will be retained for a period of three years.

Prior to the first time a covered employee performs a safety-sensitive function, the covered employee must undergo testing for prohibited drugs. If a non-safety-sensitive employee transfers into a safety-sensitive position, the City shall require a new pre-employment test as required by FTA. No covered employee, including an applicant, shall perform a safety-sensitive function unless the covered employee's test result is a negative result. *A conditional offer of employment shall be withdrawn if the test indicates a positive test result or if the testing facility staff believes the sample was tampered with or altered.*

A pre-employment test is required for covered employees who are away from work for more than 90 consecutive calendar days, are removed from the random testing pool, and plan to return to a safety-sensitive function.

When an employee is away on approved leave for 90 consecutive days, the employee will be removed from the random pool and that employee cannot be called in to work for the purpose of completing a random test. An employee on leave cannot be called into work for the purpose of completing a random test.

When a covered employee or applicant has previously failed or refused a DOT pre-employment drug test, the employee must provide proof of having successfully completed a referral, evaluation and treatment plan meeting DOT requirements.

2. Post-accident Testing

A covered employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor or City official of his/her location if he/she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Covered employees shall be subject to post-accident alcohol and prohibited drug testing under the following circumstances:

Fatal Accidents – As soon as practicable following an accident involving the loss of human life, drug and alcohol tests are conducted on all surviving covered

employees operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by the City using the best information available at the time of the decision, is tested.

Non-fatal Accidents – Post-accident testing is required if one of the following conditions is met:

- An accident results in injuries requiring immediate medical attention away from the scene, and the covered employee contributed to the accident, or

- One or more vehicles received disabling damage and have to be towed from the scene, and the covered employee contributed to the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the City using the best information available at the time of the decision, is tested.

The results of a blood, urine, or breath test for the use of prohibited drugs or alcohol misuse, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of this section provided such test requirements, and that the test results are obtained by the City. Such test results may be used only when the City is unable to perform a post-accident test within the required period noted below.

If a required post-accident alcohol test is not administered within two (2) hours following an accident, a record shall be prepared stating the reasons for delay by the supervisor or City official charged with that responsibility. In addition, if the test is not administered within eight (8) hours, attempts to administer it shall be abandoned and the reasons for the delay shall be further documented by the supervisor or City official charged with that responsibility. If a required post-accident drug test is not administered within thirty-two (32) hours following an accident, attempts to administer the test under this policy will be abandoned and the reasons for the delay in testing are to be documented by the supervisor or City official charged with that responsibility. *Copies of this documentation shall be supplied to the Human Resources Director or his/her designee and maintained in a secure file.*

The decision not to administer a drug/alcohol test under this section shall be based on the City's determination, using the best available information at the time of the determination that the covered employee's performance could not have contributed to the accident. Such a decision must be documented in detail, including the decision-making process used to reach the decision not to test. *This documentation is to be forwarded to the Department Head or his/her designee and the Human Resources Director or his/her designee.*

The facts and documentation underlying the determination of post-accident testing shall be disclosed to the covered employee at the time the demand for testing is made.

A covered employee, pending a post-accident drug/alcohol test, shall be temporarily removed from his/her job duties pending an investigation, and shall be placed on paid administrative leave until the results of the drug/alcohol tests are received. The covered employee shall not be allowed to drive to or from the testing site, and the covered employee will be escorted to the testing facility and home by the supervisor, Department Head, and/or a Human Resources employee. Covered employees who are required to submit to drug/alcohol testing due to reasonable cause will not be allowed to drive City vehicles or perform safety-sensitive duties until they have been released to do so by the Medical Review Officer and/or the Human Resources Director or his/her designee.

3. Random Testing

The method for selecting covered employees will be determined by the City but the method will be scientifically valid and will result in each covered employee having an equal chance of being tested each time a selection is made.

Tests will be unannounced, conducted on all days and during all hours safety-sensitive functions are performed, and spread throughout the calendar year.

A covered employee shall be randomly tested for alcohol misuse while the covered employee is performing safety-sensitive functions; just before the covered employee is to perform safety-sensitive functions; or just after the covered employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of random drug or random alcohol testing shall proceed to the test site immediately.

4. Reasonable Suspicion Testing

The City shall conduct a drug and/or alcohol test when the City has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. This testing is permissible just before an employee performs safety-sensitive duties, during the performance of those duties, and just after an employee has performed those duties.

The determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. A supervisor who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations. The observations leading to the testing must be made

during, just preceding, or just after the period of the workday that the employee is required to be in compliance with federal regulations.

Supervisors shall reasonably detail, in writing, the specific facts, symptoms, and/or observations, as well as any corroboration, which formed the basis for their determination that reasonable suspicion existed. This documentation is to be forwarded to the Department Head or his/her designee and the Human Resources Director or his/her designee.

The facts and documentation underlying the determination of reasonable suspicion shall be disclosed to the covered employee at the time the demand for testing is made.

A covered employee, pending a drug/alcohol test for reasonable suspicion, shall be temporarily removed from his/her job duties pending an investigation, and shall be placed on paid administrative leave until the results of the drug/alcohol tests are received. The covered employee shall not be allowed to drive to or from the testing site, and the covered employee will be escorted to the testing facility and home by the supervisor, Department Head, and/or a Human Resources employee. Covered employees who are required to submit to drug/alcohol testing due to reasonable cause will not be allowed to drive City vehicles or perform safety-sensitive duties until they have been released to do so by the Medical Review Officer and/or the Human Resources Director or his/her designee.

If an alcohol test is not administered within two (2) hours of the determination of its necessity, the supervisor making the determination shall promptly prepare a record stating the reasons the test was not promptly administered. If an alcohol test required by this subsection is not administered within eight (8) hours of the determination of its necessity, attempts to administer the test shall be abandoned and the supervisor making the determination shall promptly prepare a record stating the reasons the test was not administered. *Copies of this documentation shall be supplied to the Human Resources Director or his/her designee and maintained in a secure file.*

5. Return-to-Duty Testing

A positive drug and/or alcohol test by a covered employee is considered just cause for termination of employment. If at any time a covered employee produces a positive drug and/or alcohol test, a recommendation for termination will be made to the City Manager.
Any covered employee who is allowed to return to duty after having a confirmed alcohol test with an alcohol concentration of 0.04 or greater and/or a positive drug test, must comply with the following: (i) the covered employee is evaluated by a substance abuse professional; (ii) a substance abuse professional determines that the covered employee has successfully complied with any required rehabilitation; and (iii) the covered employee takes a return-to-duty test with an alcohol

concentration below 0.02. Return-to-duty tests must be directly observed. *The cost for evaluation, rehabilitation, and return-to-duty tests will be at the employee's expense.*

A covered employee's participation in and successful completion of the substance abuse professional's prescribed program is required and shall be a condition of continued employment.

6. Follow-up Testing

Covered employees returning to duty following leave for substance abuse rehabilitation shall be subjected to unannounced follow-up alcohol and/or drug testing. The number and frequency of such follow-up testing shall be as directed by a substance abuse professional, and consist of at least six (6) tests in the first twelve (12) months following the covered employee's return to duty. Follow-up testing may be terminated at any time after the first (6) tests have been administered, if the substance abuse professional determines that such testing is no longer necessary. Follow up testing must be directly observed. *The cost for follow-up tests will be at the employee's expense.*

If either return-to-duty test or a follow up test was not completed under direct observation conditions, the City will immediately require a retest under direct observation.

A covered employee who returns to duty with follow-up testing as a condition of employment will not be allowed another positive drug or alcohol test result under this policy or any other City drug and alcohol policy. Any additional positive drug or alcohol test will result in a recommendation for termination of employment.

In the event that an employee has a positive test, results requiring an immediate collection under direct observation, adulterated or substituted specimen results, or other refusals to test the MRO will transmit the result to the City the next business day. Verification of identity will occur by the City requesting the MRO to give the account number associated with the City of Casper as listed on the document.

REFUSAL TO SUBMIT TO A TEST

A covered employee has refused to submit to a test according to the provision of this policy when he/she:
(1) Fails to appear for any test within 30 minutes after being directed to do so;
(2) Fails to remain at the testing site until the testing process is complete;
(3) Fails to provide a urine specimen for any drug test required by this part or DOT agency regulations;
(4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the provision of a specimen;

(5) Fails to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
(6) Fails or declines to take an additional drug test that the City or collector has directed be taken;
(7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the City. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment. If there was no contingent offer of employment, the MRO will cancel the test; or
(8) Fails to cooperate with any part of the testing process;
(9) For an observed collection, fails to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is any type of prosthetic or other device that could be used to interfere with the collection process.
(10) Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
(11) Admits to the collector or MRO that the specimen and been adulterated or substituted.

Refusals to test are listed in 49 CFR Part 40, as amended, or 49 CFR 40.191, as amended, for drug tests and 49 CFR 40.261, as amended, for breath tests. A copy of 49 CFR Part 40 is available upon request.

*For pre-employment tests only, failure to appear, aborting the collection before the test commences, or failure to remain at the site prior to commencement of the test is not a test refusal.

CONSEQUENCES

Nothing contained in this policy shall preclude the City from taking disciplinary action, including termination of employment, against any employee violating the terms or requirements of this policy or any other City policy relating to the use of drugs or alcohol. Any such disciplinary action may be imposed in addition to the consequences set forth in this policy. The consequences set forth in this policy are the minimum consequences imposed with respect to or against any covered employee who violates the terms of this policy. Any supervisor or City official who violates responsibilities identified in this policy may be subject to disciplinary action, up to and including termination.

Minimum Consequences

(A) A covered employee who refuses to submit to testing will be immediately removed from performing safety-sensitive functions and referred to a substance abuse professional *and will be removed from duty and placed on unpaid administrative leave. Covered employees who refuse to be tested, or to otherwise*

cooperate in the testing process, shall be deemed to have tested positive and a recommendation for termination of employment shall be made.

(B) If a covered employee has a confirmed alcohol test with an alcohol concentration equal to 0.02 or greater but less than 0.04, the covered employee will be immediately removed from performing safety-sensitive functions *and will be removed from duty and placed on unpaid administrative leave. A covered employee that has a confirmed alcohol test with an alcohol concentration equal to 0.02 or greater is in violation of the Drug and Alcohol Policy contained in the City's Personnel Rules and Regulations Manual and that employee would be subject to the consequences under that policy under the City's authority.*

(C) If a covered employee has a confirmed alcohol test with an alcohol concentration of 0.04 or greater, the covered employee will be immediately removed from performing safety-sensitive functions and referred to a substance abuse professional *and will be removed from duty and placed on unpaid administrative leave. A covered employee that has a confirmed alcohol test with an alcohol concentration equal to 0.02 or greater is in violation of the Drug and Alcohol Policy contained in the City's Personnel Rules and Regulations Manual and that employee would be subject to the consequences under that policy under the City's authority.*

(D) Upon receiving notice that a covered employee has a positive drug test result, the covered employee will be immediately removed from performing safety-sensitive functions and referred to a substance abuse professional *and will be removed from duty and placed on unpaid administrative leave. A covered employee that has a confirmed positive drug test is in violation of the Drug and Alcohol Policy contained in the City's Personnel Rules and Regulations Manual and that employee would be subject to the consequences under that policy under the City's authority.*

(E) *Nothing contained in this policy creates a City obligation with respect to referral, evaluation, or rehabilitation of applicants concerning alcohol misuse or prohibited drug use that refuses a pre-employment test or has a positive drug test result.*

HANDLING TEST RESULTS, RECORD RETENTION, CONFIDENTIALITY, AND ACCESS TO RECORDS

(A) *Testing results and rehabilitation records shall not be part of the personnel file, except as relating to disciplinary action. The Human Resources Director shall be responsible for these files. Any voluntary request by an employee for assistance with his/her own substance abuse problem shall remain confidential unless the employee unsuccessfully completes his/her rehabilitation program.*

(B) *The Human Resources Department Director or her/his designee shall annually prepare and maintain a summary of the results of its anti-drug and alcohol misuse testing programs performed under 49CFR655.72 during the previous calendar year.*

(C) *The Human Resources Department Director or her/his designee shall submit to FTA's Office of Safety and Security, or its designated agent, by March 15, a report covering the previous calendar year (January 1 through December 31) summarizing the results of its anti-drug and alcohol misuse programs. The report shall be submitted via the internet at http://damis.dot.gov/.*

(D) *The Human Resources Department Director or her/his designee shall maintain records of alcohol, prohibited drug, and drug misuse in a secure location with access restricted to the employee, the City Manager, the Human Resources Director, Human Resources Analyst, Risk Manager, the covered employee's supervisor, and City legal counsel.*

(E) *The employee's test results shall be available for inspection by the employee.*

(F) The City shall disclose data for its drug and alcohol testing program and any other records pertaining to the testing program under this policy when requested by the Secretary of Transportation or any Department of Transportation agency with regulatory authority over the City or covered employee.

(G) When requested by the National Transportation Safety Board as part of an accident investigation, the City shall disclose information related to its administration of drug and alcohol tests following the accident investigation.

(H) The following records shall be retained for one year:

Records of negative drug test results and alcohol test results with an alcohol concentration of less than 0.02.

(I) The following records shall be retained for two years:

Records of the collection process and covered employee training.

(J) The following records shall be retained for five years:

(1) records of alcohol tests results indicating an alcohol concentration of 0.02 or greater; (2) records of a positive drug test result; (3) documentation of refusals to take required alcohol and/or drug test; (4) annual MIS reports; (5) employee referrals to a substance abuse professional.

(K) *Records relating to an employee's drug/alcohol testing or misuse of drugs/alcohol may be used and disclosed in any and all termination or disciplinary actions or proceedings by the City. Such records shall not be released to other third parties without the employee's consent absent a court order.*

(L) *The Human Resources Director or his/her designee shall inform an employee's supervisor of a positive test result.*

(M) *The confidentiality of an employee's drug/alcohol testing and the records related thereto shall be waived for purposes of hearings and further proceedings if the employee appeals his/her termination, or brings or commences an action against the City in any court or administrative agency which is based on, or in any way related to the employee's drug/alcohol test. The City shall have the right to disclose and use the employee's drug/alcohol records and documentation only in the defense of, and in the course of any such appeal, court, or administrative action.*

ADOPTED this _____ day of _____, 2018.

_____
Ray Pacheco
Mayor

ATTACHMENT A – LIST OF COVERED POSITIONS BY JOB TITLE AND THEIR SAFETY-SENSITIVE FUNCTIONS PERFORMED AS DEFINED BY THE FTA

Equipment Mechanic I – safety-sensitive functions performed – maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service.

Equipment Mechanic II – safety-sensitive functions performed – maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service.

Equipment Mechanic III – safety-sensitive functions performed – maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service.

ATTACHMENT B – CONTACT PERSON(S)

Any questions regarding this policy and testing program should be directed to the following individual(s):

Tracey Belser
Support Services Director
City of Casper
200 N. David St.
Casper, WY 82601
307-235-8228

Zulima Lopez
Assistant Support Services Director
City of Casper
200 N. David St.
Casper, WY 82601
307-235-8212

RESOLUTION NO. 18-10

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN UPDATED DRUG AND ALCOHOL POLICY FOR CITY EMPLOYEES PERFORMING SAFETY-SENSITIVE FUNCTIONS AS DEFINED BY THE UNITED STATES FEDERAL TRANSIT ADMINISTRATION (FTA).

WHEREAS, the City of Casper and the Federal Transit Administration agree to the form and intent of the City of Casper's Drug and Alcohol Policy for City Employees Performing Safety-sensitive Functions, it is desired that said policy updates be accepted and approved by the City of Casper City Council.

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, that the updated Drug and Alcohol Policy for City Employees Performing Safety-sensitive Functions as defined by the United States Federal Transit Administration be accepted and approved.

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

APPROVED AS TO FORM:

Walter Trauth

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

January 3, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Fleur Tremel, Assistant to the City Manager

SUBJECT: FY 15-16 Consensus Funding Reallocation

Meeting Type

Council Meeting
January 16, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, authorize the Mayor to sign the application and resolution for reallocation of County Wide Consensus Funds.

Summary

In 2015 Natrona County submitted several projects for consideration by the State Land and Investment Board (SLIB) for the County Consensus Funding which was allocated by the Legislature for the 2015-2016 fiscal years. The City of Casper had four (4) projects on the list for funding. They were as follows: Amoco Reuse Convention Center Project ($2,100,00); Casper Recreation Center Renovations ($1,400,000); Platte River Revival-Phase II ($1,000,000); and Casper Events Center Scoreboard Replacement ($1,000,000) for a total of $5,500,000. All of the projects were approved.

Because the Amoco Reuse Convention Center Project is not moving forward there was $2,100,000 left over. Two County projects for the Detention Center and Hall of Justice were previously approved. So the remainder is now being requested to be reallocated in the following manner:

Metro Road Connections - Verbal (Evansville)	$ 500,000
Waterline - Verbal (Midwest/Edgerton)	$ 300,000
CEC Seat Project & Metal Detector Project (City of Casper)	$ 600,000
Public Safety Radio Tower Project (Public Safety Comm. Center)	$ 200,000
Natrona County Fairgrounds' Drainage Project (County)	$ 200,000

I have prepared the documentation required to request the reallocation. It will need to be signed by all of the Mayors and the County Commissioner's Chairman in order for the County to submit it to SLIB.

Financial Considerations

This consensus funding will be applied to projects without another known source of funding.

Oversight/Project Responsibility

Fleur Tremel, Oversight of Application for Consensus Funding

Attachments

City of Casper Consensus Application (1)

State of Wyoming
State Loan and Investment Board
Infrastructure Financing
Application

CWC [X] MRG [ ]

Applicant: City of Casper Date: 7/19/2017

Mailing Address: 200 N. David St. Contact Person: Fleur Tremel

City: Casper State: WY Zip: 82609

E-Mail Address: ftremel@casperwy.gov E-Mail Address:

Phone No.: 307-235-8296 Phone No.:

Fax No. : 307-235-8313 Population: 60,086

Applicant's Tax ID No.: 83-6000049 County: Natrona

Type of Entity: County [ ] Joint Powers Board [ ] Municipality [X] Special District [ ]

Other (Explain)

Population of Applicant: 60,086 Total Population Served By Project (Directly/Indirectly): 81,624

Percentage of applicant's population directly served by the project: 100

Applicant's submitting multiple applications must establish priority ranking: Priority # 1 of 2

Name of Project: Radio Tower Project

Project Schedule (Includes Planning, Design, and Construction): Start Date: 1/2/2018 End Date: 7/1/2018

List all funding sources for the project other than current request:

Funding Source (If approved, list grant/loan #)	Amount	Status		Amount Expended
		Pending	Approved	
1% #15	$400,000.00		400000	
Total	$400,000.00			$0.00

Amount of Funds Requested: $200,000.00

Estimated Total Project Cost: $600,000.00

Balance of Project Incomplete: $600,000.00

Estimated reimbursement Rate: 33%

(Final Reimbursement Rate is Determined by Board Approved Amount)

Name of Applicant: City of Casper

Name of Project Radio Tower Project

	Yes	No
Is project needed to meet federal or state health and/or safety (If yes, provide specific health or safety requirement project will address)		X
Do you have an Administrative Order? (If yes, provide copy of the Administrative Order) - MRG Only		X
Water and/or Sewer Project? (If yes, complete Water/Sewer Questionnaire for project requests in excess of 50%) – MRG Only		X
Street and/or Road Project? (If yes, complete Street Questionnaire) – MRG Only		X
Fire Apparatus Project? (If yes, complete Fire Apparatus Questionnaire)		X
Vehicle Project? (If yes, complete Vehicle Replacement Certification form)		X

If full funding is not received, what will applicant do?
Applicant will have to wait to find another funding source.

If additional funding is needed, where will the additional funds be obtained?
No other funding source. See below

Can the project be scaled back or phased?
(Provide explanation)
No this project is for the purchase of the radio tower and it must be done as the old tower will no longer be supported.

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents of instruments relating to the analysis of this application.

Ray Pacheco, Mayor
Name and Title (typed)

Signature Date

Fleur Tremel, Assistant to the City Manager
Name and Title of Contact Person

307-235-8296
Phone No.

ftremel@casperwy.gov
E-mail

SUBMISSION REQUIREMENTS: ALL DOCUMENTS MUST BE PRINTED ON 8 1/2 X 14 (LEGAL) SIZE PAPER. **OFFICE OF STATE LANDS AND INVESTMENTS. ATTN: GRANTS AND LOANS DEPARTMENT. HERSCHLER BUILDING 3rd WEST. 122 WEST 25th STREET.**

CWC - Submit one (1) original Application and one (1) original Joint Resolution Form

MRG - Submit one (1) original and two (2) copies of Checklist, Application, Project Narrative, and Supporting Documentation.

Name of Project: Radio Tower Project

Project Narrative: Provide a brief description of the project and why applicant needs the project. Narrative must include applicable items listed in the instructions for completing the Application Form. (Attach additional pages for project description if needed, **must be legal size**.)

Number of Attached Pages: 0

WyoLink is the public safety interoperable voice communications system utilized by first responders in the State of Wyoming. The Casper/Natrona County 800 MHz voice communications system joined the WyoLink system in May of 2011 The marriage of Natrona County's local system with the statewide system gave us the capability to communicate state wide for multi-jurisdictional incidents and events. With the move to WyoLink we also gained a dual redundant zone controller that allowed us to add the Alcova Lake 800 MHz site and other sites in the future such as Midwest/Edgerton. What started out in 2000 as a City of Casper Fire Department 800MHz communications system rapidly grew to include the Casper Police Department, followed by all city departments and divisions. The communications system was further expanded to include all law enforcement agencies, fire departments, and ambulance services in Natrona County.
The WyoLink system benefits all city, county, state and federal responders by providing a state of the art voice communications platform that is efficient, effective and reliable
As with any communications system of today, WyoLink is a sophisticated system of hardware and software. The State of Wyoming upgrades the system software on an annual basis. The 2018 software release version 7.18 requires the replacement of the obsolete and no longer supported Quantar Base Station Radios at every tower site in the state including the tower on Casper Mountain and the Hall of Justice. The Quantar radios will be replaced with GTR8000 Base Station Radios at an estimated total cost of $723,498.00 This estimate is as Of March 02, 2017.
First responder agencies currently utilizing our Casper/Natrona WyoLink 800 MHz voice communications system include.

Casper Fire-EMS Casper Police Department Waste Water Treatment
Casper Public Utilities Casper Mountain Ski Patrol Metro Animal Control
Hogadon Ski Area Operations Regional Water System Casper Solid Waste
Casper Streets Casper Municipal Court Casper Engineers Office
Casper Area Transportation Casper Parks Division Natrona County Sheriff
Casper/Natrona County Health Natrona County Red Cross Natrona County Road & Bridge
Natrona County Parks Dept. Natrona County Int. Airport Natrona County EMA
Natrona County Detention Ctr. Natrona County Coroner Juvenile Detention Center
Bar Nunn Fire Department Evansville Fire Department Mills Fire Department
Natrona Co. Fire Department Casper Mountain Fire Dept. Airport Fire Department
Evansville Police Department Mills Police Department Salvation Army
Natrona County School Dist. Salt Creek Emergency Services Natrona County CERT
Wyoming DCI Wyoming Highway Patrol Casper Office FBI
Federal Marshals Federal Homeland Security BLM Fire & Aviation
Wyoming State Forestry Wyoming Medical Center Mountain View Hospital
Casper College Security Wyoming Life Flight

Funding- FUnding for this project will primarily come from 1% #15. However because cost increases have occured more money is needed.

State of Wyoming
State Loan and Investment Board
Infrastructure Financing
Application

CWC [X] MRG [ ]

Applicant: City of Casper Date: 7/19/2017

Mailing Address: 200 N. David St Contact Person: Fleur Tremel

City: Casper State: WY Zip: 82609

E-Mail Address: ftremel@casperwy.gov E-Mail Address:

Phone No.: 307-235-8296 Phone No.:

Fax No. : 307-235-8313 Population: 60,086

Applicant's Tax ID No.: 83-6000049 County: Natrona

Type of Entity: County [ ] Joint Powers Board [ ] Municipality [X] Special District [ ]

Other (Explain)

Population of Applicant: 60,086 Total Population Served By Project (Directly/Indirectly): 81,624

Percentage of applicant's population directly served by the project: 100

Applicant's submitting multiple applications must establish priority ranking: Priority # 2 of 3

Name of Project: CEC Update Project

Project Schedule (Includes Planning, Design, and Construction): Start Date: 1/2/2018 End Date: 7/1/2018

List all funding sources for the project other than current request:

Funding Source (If approved, list grant/loan #)	Amount	Status		Amount Expended
		Pending	Approved	
Total	$0.00			$0 00

Amount of Funds Requested: $600,000.00

Estimated Total Project Cost: $600,000.00

Balance of Project Incomplete: $600,000.00

Estimated reimbursement Rate: 100%

(Final Reimbursement Rate is Determined by Board Approved Amount)

Name of Applicant: City of Casper

Name of Project CEC Update Project

	Yes	No
Is project needed to meet federal or state health and/or safety (If yes, provide specific health or safety requirement project will address)		X
Do you have an Administrative Order? (If yes, provide copy of the Administrative Order) - MRG Only		X
Water and/or Sewer Project? (If yes, complete Water/Sewer Questionnaire for project requests in excess of 50%) – MRG Only		X
Street and/or Road Project? (If yes, complete Street Questionnaire) – MRG Only		X
Fire Apparatus Project? (If yes, complete Fire Apparatus Questionnaire)		X
Vehicle Project? (If yes, complete Vehicle Replacement Certification form)		X

If full funding is not received, what will applicant do?
Applicant would have to put the project on hold.

If additional funding is needed, where will the additional funds be obtained?
No other funding source. See below

Can the project be scaled back or phased?
(Provide explanation)
Tthe project could be scaled back and completed in phases if additional funds were required. In fact this project has already been scaled into phases; this is only the first phase of seat replacements.

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents of instruments relating to the analysis of this application.

Ray Pacheco, Mayor
Name and Title (typed)

Signature Date

Fleur Tremel, Assistant to the City Manager
Name and Title of Contact Person

307-235-8296
Phone No.

ftremel@casperwy.gov
E-mail

SUBMISSION REQUIREMENTS: ALL DOCUMENTS MUST BE PRINTED ON 8 1/2 X 14 (LEGAL) SIZE PAPER. **OFFICE OF STATE LANDS AND INVESTMENTS. ATTN: GRANTS AND LOANS DEPARTMENT. HERSCHLER BUILDING 3rd WEST. 122 WEST 25th STREET.**
CWC - Submit one (1) original Application and one (1) original Joint Resolution Form
MRG - Submit one (1) original and two (2) copies of Checklist, Application, Project Narrative, and Supporting Documentation.

Name of Project: CEC Update Project

Project Narrative: Provide a brief description of the project and why applicant needs the project. Narrative must include applicable items listed in the instructions for completing the Application Form. (Attach additional pages for project description if needed, **must be legal size**.)

Number of Attached Pages: 0

This project would replace all the seats in the lower level of the Events Center, including the above mentioned horseshoe seats, but excluding the retractable seats on the arena floor. This option would replace 3,208 seats, and it would also include installation of the ADA viewing platforms and the purchase of walk through metal detectors. This project is needed in order to support the continued operatio of the Casper Events Center The Events Center is a venue utilized by the whole state and especially the county for high school tournaments, College National Fair and Rodeo, as well as many other events which benefit the whole county. In order to continue to provide this venue, the Events Center is seeking to make their seats more appealing to customers. Because of the issues with the current seats, they will need to be replaced. This is for one area of seats. Further, the Event Center need to provide ADA viewing platforms. This will bring the building up to compliance for ADA seating. Another issue the Events Center faces is the issue of public safety. Weapon screening is becoming more and more imperative, especially at venues that hold a largenumber of people. In order to this this the most effective way possible the Events Center needs walk-through metal detectors. Wanding people individually is not only not efficient but it is not effective due to the metal rebar in the concrete floor at the entrance of the Events Center In order to insure public safety walk through detectors are necessary. The estimated cost for these three projects would be $600,000. All the funding necessary for this project is being requested from county consensus funding.

RESOLUTION NO. 18-11

A RESOLUTION APPROVING THE PROPOSED PROJECT APPLICATIONS FOR THE REALLOCATION OF 2015-2016 COUNTY CONSENSUS FUNDING

WHEREAS, City of Casper had four (4) projects on the list for the County Consensus Funding which was allocated by the Legislature for the 2015-2016 fiscal year; and,

WHEREAS, the City of Casper projects were the Amoco Reuse Convention Center Project ($2,100,000); the Casper Recreation Center Renovations ($1,400,000); the Platte River Revival- Phase II Project ($1,000,000); and the Casper Events Center Scoreboard Replacement ($1,000,000) for a total of $5,500,000; and,

WHEREAS, all of the projects were approved; and,

WHEREAS, because the Amoco Reuse Convention Center Project is not moving forward there will be $2,100,000 left over, in addition to $140,704 in unclaimed residual dollars; and,

WHEREAS, the City of Casper seeks to use $600,000 for the Casper Events Center Seat and Metal Detector Project, $200,000 for Public Safety Radio Tower Project.

NOW THEREFORE, the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Joint Resolution and Consensus Funding Applications to be submitted to the State Loan and Investment Board.

PASSED, APPROVED AND ADOPTED on 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 16, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Tracey Belser, Support Services Director

SUBJECT: That Council, by Minute Action, Appoint Carol Crump to a Three-year (3) Term as a Civil Service Commissioner Effective February 1, 2018.

Meeting Type & Date:
Regular City Council Meeting, January 16, 2018.

Action Type
Minute Action

Recommendation:
That Council, by minute action, appoint Carol Crump to a three (3) year term expiring December 31, 2020.

Summary:
Pursuant to Wyoming State Statute 15-5-103 the Civil Service Commission consists of three (3) members who shall be appointed by the mayor and confirmed by the governing body. Each commissioner shall be a qualified elector of the city and serve without compensation for a three (3) year term. Commission Chair, Debra Moerke's term expired December 31, 2017; leaving a vacancy on the board. The appointment is a voluntary position.

Public notice of this opening was published with the Casper-Star Tribune and with City of Casper Citizen Academy Graduates, to submit a letter of interest to Human Resources. Two (2) letters of interest were received and both candidates were interviewed by the current board members, Debra Moerke, Lisa Graham, David Dovala, and Councilman Chris Walsh.

The recommendation is to appoint:

- Carol Crump – 3-year term, 1st term

Financial Considerations:
No Financial Considerations

Oversight/Project Responsibility
Heidi Rood, Human Resources Technician
Tracey Belser, Support Services Director

Attachments
Application Materials
Advertisement Copy

CAROL CRUMP
731 Kirk Ave
Casper, Wyoming 82601
307-234-0123

November 3, 2017

City of Casper
Human Resources Department
200 N. David
Casper, WY 82601

RE: Civil Service Commission

I am pleased to apply for the vacant position on the City of Casper Civil Service Commission.

As someone with a proven interest and record of service to the community, I believe I am qualified to serve on this board. As a retired person, I also have the time to participate in the important service this commission provides to Casper's citizens.

My resume is attached.

Very truly yours,

Carol Crump

Carol Crump

CAROL CRUMP
731 Kirk Avenue
Casper, Wyoming 82601
(307) 234-0123

EDUCATION

B.S., Social Science	1992	University of Wyoming/Casper College
A.A.	1988	Casper College
Registered Medical Assistant Certification	1979	Missouri School for Doctors' Assistants & Technicians, St. Louis, Missouri
Diploma	1963	St. Elizabeth Academy, St. Louis, Missouri

EMPLOYMENT

2011 to 2017	Executive Director - Wyoming Dementia Care
2004-2010	Reporter - Casper Journal, Casper, Wyoming
2002-2004	Development Director Wyoming Science Adventure Center, Casper, Wyoming
1999-2000	Assistant Manager for Recruiting, U. S. Department of Commerce Bureau of the Census, Census 2000 Wyoming's 12 Northern Counties and Wind River Reservation
1995-1998	City Council Member, Casper, Wyoming
1980-1991	Division Sales Secretary/Office Manager Halliburton Services, Casper, Wyoming
1978-1979	Medical Assistant/Office Manager Riaz A. Akhtar, M.D., Cardiology, Pekin, Illinois
1968-1976	Staffing Assistant Peat, Marwick Mitchell & Co, St. Louis, Missouri
1967-1968	Research Department Clerk Gardiner Advertising, St. Louis, Missouri
1966-1967	Library Assistant St. Louis-St. Louis County Junior College District
1964-1966	Elementary Teacher, Grades 5 and 6 St. Louis, Missouri

CURRENT VOLUNTEER ACTIVITIES

2016-present	City of Casper Senior Advocacy Committee
2013-present	Wyoming Advisory Council on Aging
2011-present	Memorial Hospital Board of Trustees
1993-present	Casper Area Transportation Coalition Board of Directors (CATC) Vice-President
2006-present	The Bus, Board of Directors, Vice-President

RELATED VOLUNTEER ACTIVITIES

2011-2014	Citizens' Transportation Advisory Committee - City of Casper
1999-2009	Youth Crisis Center Board of Directors, Secretary
2000-2006	City of Casper Urban Renewal Agency, Chair
1997-2006	KM for Kids Foundation Allocation Committee
1999-2003	Casper College Alumni Board of Directors, President
1997-2002	Wyoming State Advisory Council on Juvenile Justice, member
1999-2000	Chamber of Commerce Transportation Committee, Chair
1998-2000	Casper Area Comprehensive Land Use Plan Update Task Force, Chair
1998-2003	Western Regional Institute of Community Oriented Policing (WRICOPS) Leadership Cadre
1997-2000	United Way Admissions and Allocations Committee
1997-1998	Wyoming Association of Municipalities Board of Directors
1994-1997	Seton House Board of Directors
1991-1994	Vision 2000: Shaping Our Future, Media Chairman/Board Member
1988-2001	Downtown Casper Arts Festival Steering Committee

HONORS AND DISTINCTIONS

2003-2009	Wyoming Supreme Court Appointment Unauthorized Practice of Law Committee, Alternate Member
1997-2000	Gubernatorial Appointment, State Advisory Council on Juvenile Justice
1999	Gubernatorial Appointment, Wyoming's Census 2000 Task Force
2009	Gubernatorial Appointment, Wyoming's Census Count Committee
2000	Casper College Humanities Festival, Presenter "Good Spaces and the Good Life: How the Design of Cities and Buildings Contributes to Personal and Civic Life"
1999	Casper Woman of Distinction Nominee
1996	Testimony before U. S. Senate Judiciary Subcommittee on Youth Violence, Washington, D. C. "Negative Impacts of the Current OJJDP on Wyoming Communities"
1996-1999	Wyoming Association of Municipalities Annual Conventions - Guest Speaker: Juvenile Justice, Youth, Community-Oriented Policing issues

REFERENCES

Thomas O. Forslund, Director
Wyoming Department of Health
401 Hathaway Building
Cheyenne, WY 82002
307-777-7656

Kathleen B. Dixon, Attorney-at-Law
Dixon and Dixon
104 S. Wolcott
Casper, Wyoming 82601
307-234-7321

Renee Hahn
700 S. Beech Street
Casper, Wyoming 82601
307-259-0798

Ms. Heidi Rood
Human Resource Technician
City of Casper
200 N. David Street, Suite 107
Casper, Wyoming 82601

RE: Letter of intent for the position on the Civil Service Commission

Dear Ms. Rood,

Please accept this letter as a request to be considered for appointment.

With 29 years of professional experience, I believe I have the needed qualifications for the position. My position as the Executive Director for the Amoco Reuse Agreement Joint Powers Board allows me to work as a counterpart with the City and County. I have held this position since December 2012. As the director, I work closely with Bob Hopkins, our City Councilman Representative.

I completed the Casper's Citizen's Academy in May 2016. This 12 week program had a series of professional sessions designed to familiarize citizens with the City of Casper's municipal government.

Aided in the development and launching of Respect Our River Committee. To date, this committee has raised over $100,000 and installed 5 life jacket loaner stations available along the North Platte. The two national awards are National Water Safety and the 2015 Higgins & Langley Memorial Award in Swift Water Rescue Program Development. The other is a state award which is the 2015 State Community Hero. All these awards now hang in City Hall. With that said, I have worked alongside of Fire Chief Kenneth King for the past 4 years. I personally have written fruitful grants which have assisted ROR financially and I have been involved in presentations/meetings.

Another volunteerism job is my involvement with The Old Yellowstone Board (OYD). I am a non-voting member, due to my office location, yet I am a very active participant. On this Committee, I work with both Liz Becher and Joy Clark.

For the past eight years, I have consistently volunteered as a Coordinator for the River Revival Clean-up. I have enjoyed helping Jolene Martinez with her projects.

I would appreciate the opportunity to continue developing my skills and help fulfill your need for the Civil Service Commission. My community involvement and volunteerism should provide a strong foundation for this position.

I have attached my resume for your reference.

Thank you for your consideration.

Sincerely yours,

Renee M. Hahn

Renee Hahn
700 S. Beech Street
Casper, Wyoming 82601
Telephone (307) 259-0798

Qualifications:
Executive Director at Amoco Reuse Agreement Joint Powers Board (ARAJPB)
Executive Director at Casper Civic Auditorium (CCA)
Human Resources Assistant at Wyoming Medical Center/Leave Assistant.
Admissions Registration Counselor in the Emergency Department.
Financial Aid Marketing Representative for Wyoming.
Well Founded Community Involvement.
Bid Analysis/Negotiator.
Strong Client/Customer Relations and motivational skills
Broad Range of Bookkeeping experience; G/L, A/P, A/R, Payroll, Daily Records for cash and trade accounts, Billing, Invoicing, Forecasting, Budgeting and Cash Analysis
Business Manager of Domestic Marketing.
Construction Management.
Program Coordinator.
Loan Processor.
Well developed computer skills
Superior Management Skills; able to manage independent assignments, highly skilled in solving logistical problems.
Web Site Coordinator.

Relevant Skills and Experience:

2012-present — *Amoco Reuse Agreement Joint Powers Board*
Executive Director

2011-2012 — *Casper Civic Auditorium*
Executive Director

2009-2011 — *Nicolaysen Art Museum*
Development Specialist
Accountable in assisting in new growth of the Museum Formed many new sponsorships and relationships for fundraising. Accountable for bringing in new development and marketing ideas for National and Statewide promotions. Increased 2010 and 2011 budget to meet targets goals. Responsible for the development of the 2010 Nic Fest Children's Section. Coordinated sponsorships and design for said section as well as scheduling/selling booths and implementing trade agreements. Coordinate and arrange performances for stage area in Children's Section.

2005-2009 *Wyoming Medical Center*

Human Resource Assistant/Emergency Department Registration Counselor

Responsible for all FMLA and Light Duty and Workers Compensation paperwork .Compiled monthly and annual Wyoming State Reports for all Workers Compensation Cases. Composed and compiled all new hire paperwork for employee files. Met with every new hire and completed background checks on every person. Speaker and coordinated all the new hire orientations. Created and calculated relocation incentives as well as Education Relief Incentives. Consistently acted as a liaison between managers and new hires in all departments. Posted all current job openings and listed them on the internet via Position Manager. Sent monthly new hire statements to the State of Wyoming via electronic transfers. Conducted drug screenings for all new hires and existing employees.

Duties entailed knowledge of the Star Computer Program to admit patients as walk-ins as well as any ambulances, Life Flights, transfers or any new baby being delivered. Responsible for gathering accurate personal and insurance information from the patient or their family. Another aspect of this position was the new discharge desk which entails collections. Confidentiality/HIPPA is always expected. Triage is another aspect of this high intensity job. Staying calm, focused and working as a team member is also a necessity for this position. Strong customer/patient skills are required.

2001-2005 *WSLC*

Wyoming Marketing Outreach Representative

This assignment required continued knowledge of the Federal Regulations for Student Financial Assistance as well as the Federal Family Loan Program. Responsible for presenting Financial Aid Programs, Personal Financial Responsibility, and Scholarship Workshops throughout the state. I was accountable for creating workshops for the local community as well as developing advertisements for newspapers and press releases. I have enjoyed volunteering as a College Coach for Daniels Fund for three years as well as the GED Program at Casper College for two years. I received the Community Service Award from Casper College in 2003 for my volunteerism. Employee of the Quarter for December 2003. I was active in leading a Casper College Committee in the celebration of the National Non-Traditional Student.

1998-2001 *Casper College*

Financial Aid Specialist 1 / Web Site Coordinator

This occupation required knowledge of Federal Regulations for Student Financial Assistance, with complete accuracy for annual audits. I was in charge of importing and exporting daily transmissions to and from the government via FTP and EDE Express. I was also able to verify student/parents taxes, followed by analysis of their eligibility for federal funding. Awarding scholarships and processing student loans. Confidentiality was always expected. I held the responsibility to train new personnel as Financial Aid Specialists. Additionally, I became the site coordinator for the organization of Financial Aid Statewide meetings. I created the Casper College Web Site for Financial Aid as well as being responsible for its accuracy.

1996-1998 *KTWO/KKTU*

Executive Assistant/Accounting

Duties included: Training accounting personnel on the AS400, Great Plains Software, and ADP Payroll. Weekly pacing reports, budgeting, writing skills, scheduling appointments, confidentiality, weekly and monthly billing, organizing monthly staff meetings, maintaining all trade agreements and creating monthly journal entries in G/L. Liaison for department managers and general manger. Overseeing general manager and department heads to assure compliance with EEO Regulations and documentation. I was responsible for computing monthly local and national sales commissions and payroll for KTWO/KKTU Television Stations. Accountable for computer installation of all accounting software packages and for troubleshooting computer problems for the accounting departments at KTWO/KKTU and their four sister stations.

1995-1996 *Nutrition and Child Development*
Program Coordinator

This job entailed knowledge of regulations for Wyoming's Food Program, conducting field seminars, visitations and on-site audits of daycare providers. Examined statewide monthly claim forms for accuracy and validity as submitted to agency. Assessed grant eligibility for applicants.

1980-1994 *Hampton-Roberts Properties*

My work involved lease negotiations for commercial office space, financial management, construction management, property management of five commercial buildings and one residential complex with the following duties:

-Administer contracts on tenant improvement work, repairs, maintenance, including on-site inspections.
-Resolving tenant problems.
-Financial forecasting and planning.
-Hire, fire, train and supervise employees.

1987-1994 *California Ski Industry Association*
Business Manager of "Ski the Californias" Magazine
(Concurrent with duties at Hampton-Roberts Properties)

-Worked as a team member with all California Ski Resorts marketing the State to compete with Utah and Colorado.
-Position involved collecting and organizing data from the California Ski Resorts for the annual magazine publication.
-Involved with meeting the magazine editor and designer to ensure accuracy, including press checks.
-In charge of collecting bids from printers as well as negotiating the contract price.
-Responsible for bringing the project under budget for three consecutive years.

Education *College of Marin, Kentfield, California*
A.S.: Data Processing, 1977

Licensed by the State Board of Realty in California, 1988-1996.

Volunteerism *Currently involved with the River Revival, Old Yellowstone District Committee, and Respect Our River.*

Renee Hahn
Executive Director

Responsibilities as Executive Director include: Overseeing and managing multiple development projects on Salt Creek Heights and Platte River Commons; liaison between the Board and various partners and vendors. Assist and guide ARAJPB's Representatives on the Three Crowns Board.

Innovation
My efforts display creativity and original thinking beyond the expectations of my position. When faced with unexpected challenges, I become very resourceful. I generate many usable and resourceful plans for improving all work. My goal is to develop innovative approaches and ideas.

Attributes:
Trust, Principles, Positive, Humor and Confident

Goals:

1. Always strive for quality in working relationships with all ARAJPB's developers, managers and vendors. Continue to enhance and develop a positive relationship with the Three Crowns employees.
2. Ensure my job duties are identifiable. My goal is to create a better working environment in which to clarify Board goals, processes and procedures.
3. Manage work being developed or conducted by Refined Properties, who is our current development partner. This role continues to evolve. Assist the developer with the history on all properties and leases. Support Refined Properties with materials and facts to bring them current with work on the PRC and SCH. Continue to follow-up with BP on all projects and ensure completion. This action requires synchronizing work with our Board Members, City of Casper and Natrona County. Attend all committee meetings as scheduled.
4. Reinforce the important working relationships with Sovereign, Arcadis and our BP Representatives. Remain involved with the construction of the slurry wall, with engineering starting May 2, 2017. Constant communication is taking place by attending scheduled Friday morning meetings as ARAJPB's Representative. Currently working with BP to complete the soil testing on the slurry wall.
5. Current liaison to UW with the UW Business Technology Center.
6. Attend monthly meetings for Three Crowns LLC and record minutes. Assist Three Crowns GM/Business Consultant on practice and procedures. Continue to be a resource for the three ARAJPB Representatives on the Three Crowns Committee.
7. Arrange and attend meetings with ARAJPB's Three Crowns Representatives and assist them in reaching their goals. The goals are described as: 1. **Financial Statements.** That are organized and maintained in a more usable format. This goal is to allow for a combined audit with ARAJPB in 2017. This process has begun and is on track. Lenhart-Mason began their part starting April 1, 2016. 2. **Profit and Procedures.** A new budget based on reducing ARAJPB's subsidy to Three Crowns that will help us recognize all revenue and expenses. This is currently being analyzed on a monthly basis with six reports created by Mr. Chynoweth and managed by both of us. 3. **Marketing Focus.** This was established with the Bark Firm. During a down economy our numbers remain strong. New this year is becoming a member of the task force team to assist with Three Crowns Marketing.
   4. **Communications.** The GM now produces weekly reports to the Three Crowns Committee. I remain a contact to the auditor for the Three Crowns annual audit and provide

data and materials.

8. Continue to work with Lenhart-Mason to ensure accurate and timely reporting. Implement accountant recommendations as directed by the Board. This work now includes subsidiary work on Three Crowns. We are currently progressing towards combined future audits for the two entities in 2017.
9. Communication with Board Members remains mandatory to provide updates and recommendations.
10. Obtain attorney input on current projects and contracts.
11. Organize and prepare monthly agendas and provide minutes for regular board meetings and other meetings as necessary.
12. Interact with the City and County staff to successfully implement the Reuse Agreement on various leases and/or other issues deemed appropriate or necessary by the Board.
13. Continue to provide assistance to the PRC Committee on all vacant land and trails. Arranged and budgeted for the removal of all dead trees on the PRC. Assist in the development and execution of plans to improve the lighting and artwork in the Commons.
14. Continue to cultivate my role as a leader with Three Crowns and the Community.
15. Inform BP the buried debris on the PRC is from disposed buildings that were vacated after the refinery closed. I am currently providing proof of this accusation with photographs. Ultimately, I want BP to be responsible for the removal of the existing dirt pile from Wyoming Otolaryngology and for future building sites.

Accomplishments:
I use my knowledge to assign myself more challenging opportunities and feel I have succeeded!

Continue to implement cost savings when appropriate. Structured a plan to have BP reduce the General Liability Insurance to Five Million Dollars. The savings amounted to $8,000 annually in 2017.

Assisted with the repayment of the proposed conference center to the City of Casper in 2017.

Provide needed documentation to KTGY on the masterplan being developed for the PRC.

Completed Casper's Citizen's Academy in May 2016. This 12 week program had a series of professional sessions designed to familiarize citizens with the City of Casper's municipal government.

Became a non-voting member of the OYD Development Committee in January 2017.

Maintain and update office controls, documents and monthly action items.

Coordinate and manage trail usage on the PRC including the Slurry Wall with BP.

Coordinated and organized the Solar Eclipse viewing and parking areas on the Platte River Commons. (Keeping my fingers crossed this is a successful and without incident). Anticipating a $250 donation from BP to help with costs associated with this event.

Continue to provide instruction to Steve Johnson at Three Crowns.

Assisted with developing a strategic budget for Three Crowns.

Encouraged a Three Crowns Committee Member in 2017 to remain on the Board during trying times.

Manage and organize the combined audit for Three Crowns and ARAJPB.

Presented at the Platte River Trails 2016 Annual Meeting for Respect our River with Fire Chief King. Helped initiate a combined effort with Jensen Eye Care and ROR with a fundraiser. We raised over $600 in one afternoon. Recruited Amber Gifford of Refined Properties to become a member. Helped organize and set-up a booth on a Friday evening for Safe Kids 2017. We fit and gave away 85 lifejackets to children in the community.

Created and manage a document for developer protocols on working with ARAJPB. Help coordinate monthly meetings with developer.

Obtained insurance options for ARAJPB's employees. I successfully found Wyoming Association of Municipalities (WAM) which is for Joint Powers Boards in 2016.

Coordinate with Clay Price for the annual inspections of the vapor barriers for all buildings on the PRC.

Implemented new planning policies with BP for Arcadis's annual work on the Three Crowns Golf Course.

Organized and coordinated a plan with Refined Properties, the County and City of Casper to correct drainage issues in the SCH.

Helped build a stronger attorney relationship.

Organization Support - I understand the organization's policies and procedures and follow them closely. My actions and words strongly demonstrate the support of the organization's goals and values. I frequently participate in outside activities to the benefit of the organization. I always complete all administrative tasks on time and accurately.

Managed the preparation and monitoring of the annual operating budget for ARAJPB. A proposed budget was submitted to the State Department of Audit and to the County prior to June 1st. This necessitated completing and supplying the required information for the 2018 budget, the 2017 budget and actuals from 2016 as well as a budget summary. This process involves the ARAJPB's Treasurer's input and oversight. After the budget was approved, the final version was sent to both the County and Wyoming Department of Audit. Just a note worth mentioning; our auditors informed me they had a class to prepare for this new requirement from the Department of Audit. They assumed none of their clients would have the ability to complete this task without their help. Hence, another cost savings for ARAJPB.

Reviewed and helped implement the adjustments on Restricted vs. Unrestricted Funds in 2017.

Provided all materials needed for ARAJPB'S annual governmental audit.

Created a 12 month Cash Flow Report in 2016 to assist Board with business decisions.

Last year the 10-year business plan was prepared by the treasurer and myself. This year, I have taken the assignment on myself to prepare the intricate spreadsheet which is now forecasted to 2026. To accomplish this endeavor, communication is required amongst our partners to prepare and complete these predictions. In the past, ARAJPB has paid for services from Century Pacific to develop a 10-year business plan.

Helped eliminate the organization of an annexation on SCH with the City of Casper/County in 2016.

Prepare and manage six monthly spreadsheets necessary to track costs for Three Crowns. These spreadsheets can be used in conjunction with QuickBooks as the work continues to be developed by Lenhart-Mason. I continue to be responsible for generating and maintaining monthly agendas and minutes for Three Crowns.

Aided in the development and launching of Respect Our River Committee. To date, this committee has raised over $100,000 and installed 5 life jacket loaner stations available along the North Platte. I successfully researched possible funding sources and wrote a grant to provide assistance to this newly developed 501c3. This Committee still continues to be recognized nationally and has already received three awards. The two national awards are National Water Safety and the 2015 Higgins & Langley Memorial Award in Swift Water Rescue Program Development. The other is a state award which is the 2015 State Community Hero. All these awards now hang in City Hall. I am still deeply involved coordinating fundraiser events along with Kenny King, Casper's Fire Chief. I continue to donate personal funds and time toward various needs of the committee. The success of the program resulted in no life being lost in the past two summers.

Continue to volunteer as a coordinator with the Platte River Revival as I have done for past seven years. I work with Jolene Martinez from the City of Casper as one of her lead coordinators on the Platte River Commons. This equates to more volunteer hours and clean-up along the river frontage on ARAJPB's property.

Work in conjunction with Windy City Striders, Biathlons, the Platte River Trails Trust, and various other non-profits to help promote constant usage of our trails. I have been very successful with this assignment.

Managed the construction in 2016 for the temporary parking lots along King Blvd to assist us during the Solar Eclipse and thereafter.

Continue to attend and supply input to "Generation Casper" events.

Organize the Annual City and County Meetings.

Remain involved in lessening the Three Crowns operational loss.

PUBLIC SERVICE OPPORTUNITY

The City of Casper is accepting applications from interested individuals who wish to serve as members of the Civil Service Commission.

The Civil Service Commission is responsible for the oversight of the City of Casper sworn police and fire personnel matters including testing procedures, entry-level testing, promotional exams and disciplinary actions. The Commission consists of three members that are committed to serve two year terms.

We are seeking an individual who has high integrity, discretion, communication skills and professionalism. The ideal individual is community oriented and committed to being an active board member. The successful candidate must be willing to volunteer their personal time and be able to handle information with the utmost confidentiality.

If you are interested in participating in the altruistic work of this board, please submit a letter of interest, along with a brief resume of your experience, to the City of Casper – Human Resources Office, 200 North David Street, Suite 107, Casper, Wyoming, 82601. The deadline for accepting these applications is November 3, 2017.

If you have questions about the work of the board, please call Heidi Rood at (307) 235-8421.

January 5, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Tracey L. Belser, Support Services Director
Zulima Lopez, Assistant Support Services Director

SUBJECT: Authorize the Purchase of One (1) New Front Loading Sanitation Truck Body, in the Amount of $110,333.00, from McNeilus Truck and Manufacturing, for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date
Regular Council Meeting
January 16, 2018

Action Type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of one (1) new front loading sanitation truck body from McNeilus Truck and Manufacturing, Denver, Colorado, to be used in the Solid Waste Division of the Public Services Department, in the amount of $110,333.00.

Summary
This purchase is for the body portion of a new front loading sanitation truck body with the chassis being purchased in September 2017 through the "piggy back" option provided with a previous purchase. This truck body, when combined with the chassis, will be used in the Solid Waste Division of the Public Services Department that is due for replacement by age. This sanitation truck is used Monday through Saturday for collection of commercial garbage.

In October 2017, bids were requested for one (1) new front loading sanitation truck body. Five bids were received. The two lowest bids were not able to be considered because the bidders failed to include the required bid guarantee with their bids. The three other bids did not meet several of the required specifications. All bids were rejected by the City Council on December 5, 2017. The truck body was re-bid with a requirement for participation in a pre-bid meeting to ensure clear understanding of the specifications by any and all bidders.

As required by Wyoming State Statute 15-1-113(b), the State of Wyoming notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. On December 29, 2017, three (3) bids were received. The bids were as follows:

Bid Item	Vendor	Amount of Bid
(1) New-Way Mammoth Front Loading Sanitation Truck Body	Elliott Equipment Company Lincoln, NE	$101,815.00

Bid Item	Vendor	Amount of Bid
(1) McNeilus Atlantic Front Loading Sanitation Truck Body	McNeilus Truck & Manufacturing Denver, CO	$110,333.00
(1) Heil Half/Pack Front Loading Sanitation Truck Body	Kois Brothers Equipment Co., Inc. Evansville, WY	$117,175.00

The low bid from Elliot Equipment Company for the New-Way Mammoth body did not meet several critical specifications, including lifting capacity of the arms and the height of the unit during waste ejection. Due to specific dump sites utilized by the City of Casper, the truck must be able to eject waste under a 14' ceiling. The New-Way body is 15'-5" tall. Additionally, Elliot Equipment Company did not participate in the required pre-bid meeting. The recommended purchase of the McNeilus truck body meets all of the required specifications for a new front loading sanitation truck, and McNeilus Truck and Manufacturing participated in the pre-bid meeting.

Financial Considerations

Project funding is from Refuse Collection Fund Reserves and is included in the Refuse Collection FY18 budget.

Oversight/Project Responsibility

This purchase will be made by Zulima Lopez, Assistant Support Services Director, with oversight being transferred to Sean Orszulak, Solid Waste Superintendent, after the fully assembled front load sanitation truck is received.

Attachments:

No attachments