

WORK SESSION AGENDA



Casper City Council

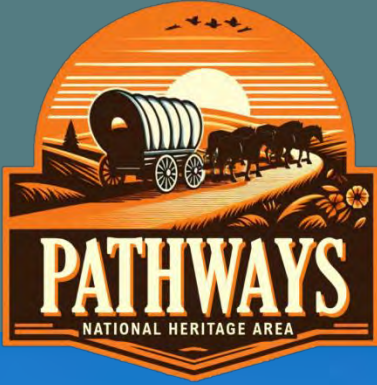
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Tuesday, April 23, 2024, at 4:30 p.m.

Work Session Meeting Agenda		Recommendation	Beginning Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested				
1.	Meeting Follow-up		4:30	5 min
2.	Pathways National Heritage Area Designation	Direction Requested	4:35	30 min
3.	Junior Hockey	Move Forward for Approval	5:05	5 min
4.	Dangerous Building Process	Direction Requested	5:10	30 min
5.	Establishing Admin Fees for Forced Abatements & Towing of Junk Vehicles	Direction Requested	5:40	30 min
6.	WaterSmart Environmental Resources Grant	Direction Requested	6:10	10 min
7.	Credit Card Fees	Move Forward for Approval	6:20	20 min
8.	WAM Summer Voting Delegate	Direction Requested	6:40	5 min
9.	Fire Self-Inspection Fees Resolution	Move Forward for Approval	6:45	10 min
10.	CPU Advisory Board Ordinance	Move Forward for Approval	6:55	10 min
11.	Agenda Review		7:05	10 min
12.	Council Around the Table		7:15	20 min
Approximate End Time:				7:35

*** Reminder ***

Please silence cell phones during the City Council meeting.



PATHWAYS

NATIONAL HERITAGE AREA



DRAFT FEASIBILITY STUDY

Carbon and Natrona Counties, Wyoming

Prepared by the Pathways National Heritage Area Feasibility Study Team
for submission to the National Heritage Area Program
National Park Service, Denver, Colorado

March 30, 2024 **DRAFT #1**

March 30, 2024

A feasibility study helps local, state, and federal decision-makers assess the merits of an area being Congressionally designated as a National Heritage Area. This feasibility study has been prepared by the Pathways National Heritage Area (PNHA) Feasibility Study Team which included:



- Mr. Vernon Lovejoy retired National Outdoor Recreation and Concessions Policy Coordinator, USDI, Bureau of Reclamation, Denver, CO.
- Dr. Glenn Haas, Emeritus Professor, Parks, Recreation and Tourism, Colorado State University.
- Ms. Leslie Jefferson, CEO, *Discover Carbon County*, Rawlins, Wyoming.
- Mr. Tyler Daugherty, CEO, *Visit Casper*, Casper, Wyoming.
- Dr. Travis Moore, Carbon County Commissioner, Rawlins, Wyoming.
- Ms. Connie Hall, Chairwoman, Casper Historic Preservation Commission, Casper, Wyoming.
- Mr. Craig Collins, Casper City Planner, Casper, Wyoming.
- Mr. Jon Ostling, Mayor, Town of Hanna, Hanna, Wyoming.
- Dr. Marcella Wells, Interpretation Specialist, Wells Resources, Inc, Fort Collins, CO.

Work officially began on the PNHA Feasibility Study February 21, 2024, when Natrona County Commissioners voted to join the Carbon County Commissioners in support of the project.

The feasibility study will be released for public comment in three successive drafts with each draft duly considering public comments and building upon the previous version. This strategy is intended to keep the community engaged and informed during the process. The projected release dates are:

- **Draft #1--- March 30, 2024**
- Draft #2---June 1, 2024
- Draft #3---August 1, 2024

The Final report is projected to be submitted to the Carbon County and Natrona County Commissioners by September 1, 2024.

Please visit www.PathwaysNHA.com
to submit comments and vote in support/opposition to
the PNHA designation.

You can also submit a letter of support for inclusion in the final
report by sending your signed letter to PathwaysNHA@gmail.com.



**Please
Vote!**

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- 1. Has an assemblage of natural, historic, and cultural resources that:**
 - Represent distinctive aspects of the heritage of the United States.
 - Are worthy of recognition, conservation, interpretation, and continuing use and
 - Would be best managed through partnerships among public and private entities; and by linking diverse and sometimes noncontiguous resources and active communities.
- 2. Reflects traditions, customs, beliefs, and folklife that are a valuable part of the story of the United States.**
- 3. Provides outstanding opportunities:**
 - To conserve natural, historic, cultural, or scenic features
 - For recreation and education
- 4. Contains resources that:**
 - Are important to any identified themes of the proposed NHA
 - Retain a degree of integrity capable of supporting interpretation.
- 5. Includes a diverse group of residents, business interests, nonprofit organizations, and State and local governments that:**
 - Are involved in the planning of the proposed NHA,
 - Have developed a conceptual financial plan that outlines the roles of all participants in the proposed NHA, including the Federal Government, and
 - Demonstrate significant support for the designation of the proposed NHA.
- 6. Has a potential management entity** to work in partnership with the individuals and entities described in item 5 (above) to develop the proposed NHA while encouraging State and local economic activity.
- 7. Has a conceptual boundary map** that is supported by the public.

APPENDICIES

- Letters of Support
- National Heritage Area Act, Jan. 5, 2023 (P.L. 117-339)
- Wyoming History.
- Natural Resource and Social/Economic Profile
- Public Engagement Process & Survey Results
- Photos Log of Heritage Assets

Chapter 1

The Pathways National Heritage Area

PNHA Orientation

In 1984, President Reagan signed into law the National Heritage Act which created what he referred to as a “*new kind of national park.*” Congress assigned the administration of the National Heritage Area program to the National Park Service (NPS). However, National Parks and Natural Heritages Areas are distinctly different.

A National Heritage Area (NHA) is a congressionally designated geographic area which can encompass rural and urban communities with all their built amenities, services, and features. A NHA has no formal entrance gates, park fees, rangers, or NPS law enforcement. It has no on-site NPS management, authority, or responsibility. NHAs are not units of the NPS but rather are administered by a local community entity.

An NHA is a “*museum without walls*” spread out across many acres and even miles. Within its boundary, an NHA, such as the one proposed here, is an assemblage of significant heritage assets that may include historical evidence such as: homesteads, train depots, river crossings, military fortifications, tombstones, historic trails, markers, local museums, interpretive displays, and original in-place artifacts. These expansive historic landscapes may also include facilities and locations for hosting events and activities such as reenactments and guided tours.

What distinguishes an NHA is the combination of unique, cohesive, and unifying heritage assets that tell a significant American story -- a story compelling enough to share with future generations and in a location consequential enough to benefit from preservation.

This type of national designation has become popular with communities who take pride in their heritage resources and want to preserve and share their stories with others from outside the area. Today there are 62 Congressionally designated NHAs across 36 States. This Pathways Natural Heritage Area (PNHA) would be the first NHA in Wyoming.

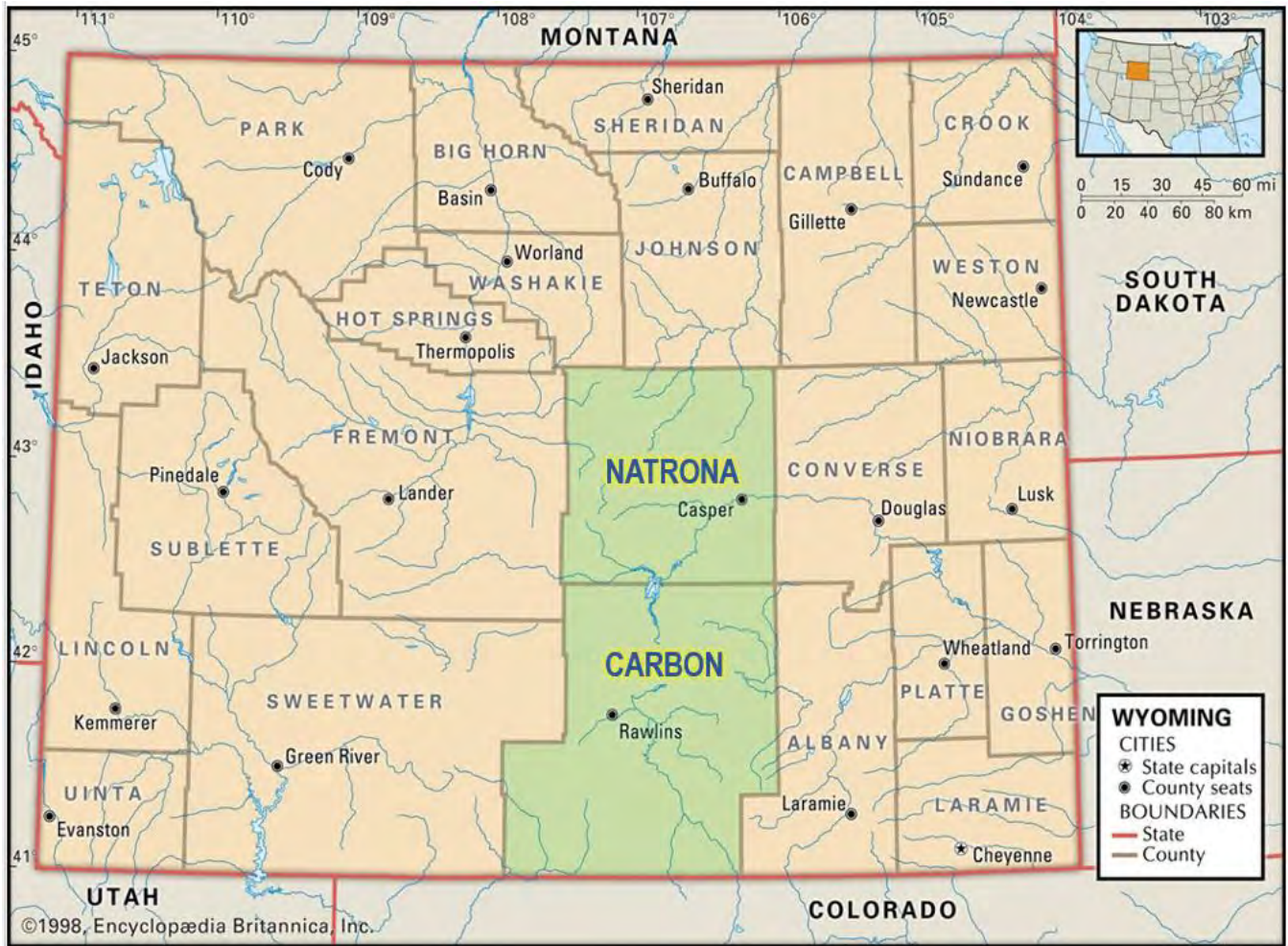


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Map 1

A National and State Locational Map of the Proposed PNHA

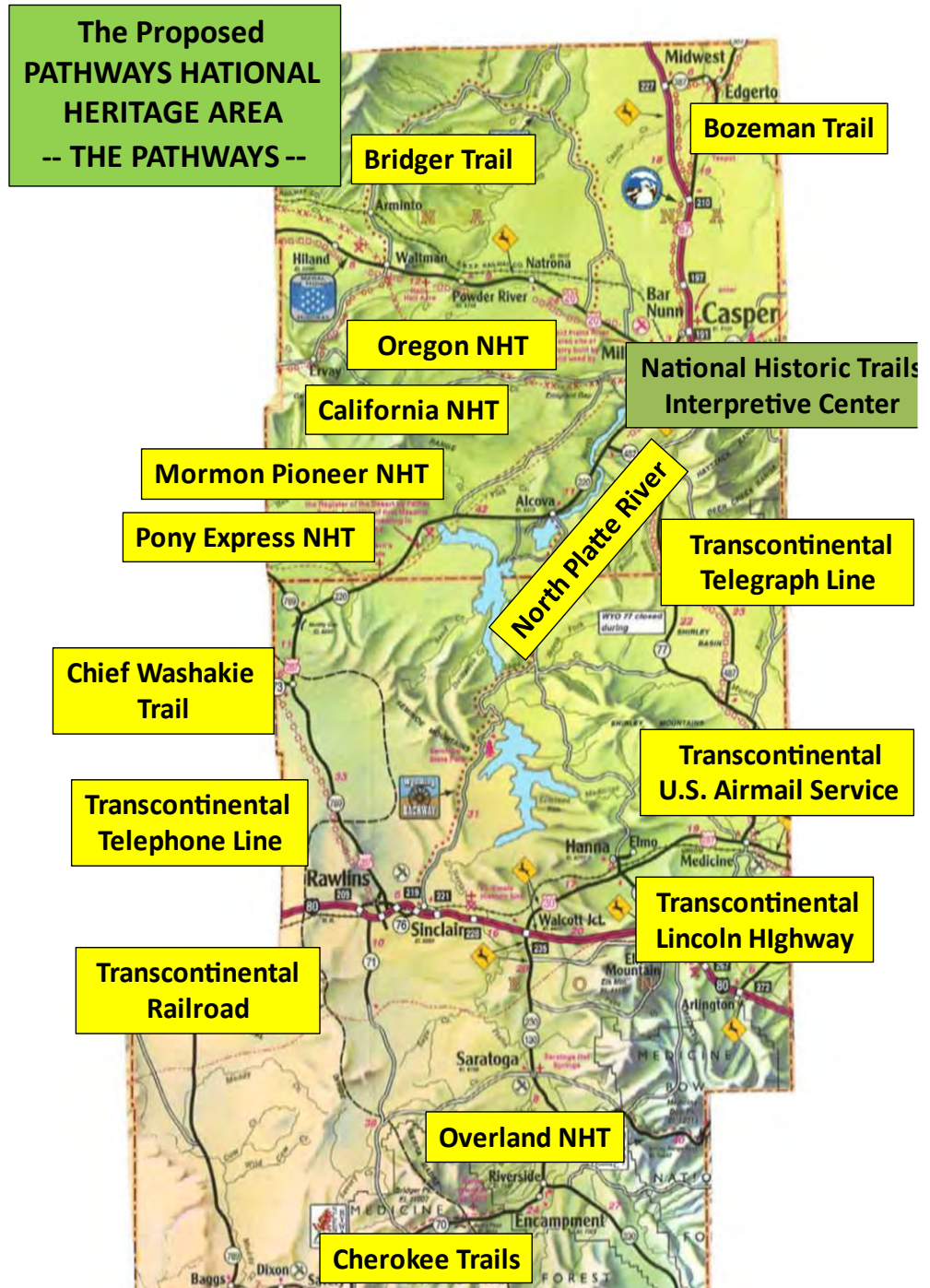
Map 1 shows the location of the proposed PNHA encompassing Carbon and Natrona Counties in south-central Wyoming. The two counties comprise 13,246 square miles or 8,477,440 acres of public and private land, with a 2021 population of 94,204. The PNHA is sparsely settled with an average of ninety acres per person and 71% of the residents clustered in Casper and Rawlins.



Map 2

The Pathways of the Proposed National Heritage Area

Map 2 depicts a 30,000-foot view of Carbon and Natrona counties and the fifteen pathways of national distinction which together provide the credentials and American story of the PNHA.



Why is the Proposed Pathways NHA Nationally Significant?

The proposed PNHA is unique and significant because it tells a compelling and wholistic story of our Nation’s westward expansion, settlement, and development in the 1840s to 1920s era. The term “Pathways” was chosen specifically because it is an inclusive term and allows for the story to embrace a variety of trails, routes, paths, roads, and rivers, as well as several technological advances in transportation and communication.



What follows describes why the proposed PNHA is an area of national significance.

- 1. The proposed PNHA embodies the “pathways of progression” of America’s transportation and communication systems during the westward expansion era from the 1840s to the 1920s.** Figures 1 and 2 below graphically depict these pathways of progression.

Figure 1

Pathways of Progression – Early Transportation



Figure 2

Pathways of Progression – Early Communication



2. The proposed PNHA includes a unique concentration of major historic trails consequential to western migration.

The two counties involved with the proposed NHA were the center of westward expansion where travelers first encountered the formidable Rocky Mountains. Nine historic trails traversed the area (see box below), five of which have been distinguished by Congress as National Historic Trails. The national distinction of the area is further evidenced by the location of the world-class National Historic Trails Interpretive Center high on the bluff overlooking the location of the early pathways in the City of Casper, Wyoming.

Most early travelers followed the famed North Platte River across Nebraska and into Wyoming up to its northernmost point in Casper, Wyoming. From there some travelers continued north on the Bozeman and Bridger trails to seek a new life in Montana and beyond. The majority, however, turned south from this northernmost point and travelled south to Independence Rock before turning west to follow the Sweetwater River.

Some travelers departed the North Platte route earlier at its junction with the South Platte River in Nebraska and travelled southwest toward the Colorado Front Range. Some settled in that area while others continued west to the central Colorado mountains to search for precious metals like gold and silver. Still others continued their westward journey on the Overland and Cherokee Trails into the southern portion of the proposed PNHA.

3. Collectively, the nine historic trails included in the proposed PNHA provide a significant chapter of American expansion, but the story does not end there.

Technological advances in transportation and communication shifted the human migration from water-dependent trails in the north and south to more direct, shorter, and equally notable historic pathways.

- Historic Trails included in the Proposed PNHA**
- Bridger Trail
- Bozeman Trail
- Cherokee Trails
- Chief Washakie Trail
- California National Historic Trail
- Mormon Pioneer National Historic Trail
- Oregon National Historic Trail
- Overland National Historical Trail
- Pony Express National Historic Trail
- North Platte River



The construction and completion of the transcontinental railroad in 1869 dramatically shifted the path of western expansion to the lower central part of the proposed PNHA. The “iron horse” ended the wagon train era as it was faster, could travel further per day, and was less dependent on water sources. Springs fed by the ground water of the North Platte River watershed enabled railroad steam engines to travel through the central part of these vast arid landscapes of southern Wyoming, which could not otherwise have supported wagon, horse, or foot travel.

The proposed PNHA also had vast coal deposits necessary to fuel the steam engines. This included the Hanna Basin coal mines which began operation in 1868 while the railroad was under construction and continued for 122 years until 2012.

The railroad was a game changer for Wyoming, western expansion, and the American story. Not only did the western frontier become more accessible, but the railroad also provided a supply line for the growing agricultural industry. Ranching and farming flourished on the vast western landscapes because there was now a means to transport cattle, sheep, and other farm products to large eastern markets.

- 4. Alongside the completed railroad, small “company camps” and communities began to appear and offer services, supplies, and lodging to early travelers.** This more direct pathway to the West, with its attendant development and new military presence, prompted the 1861 transcontinental telegraph and the 1915 transcontinental telephone lines to parallel this pathway. These innovations in communication further propelled the Western expansion, settlement, and development.



Technological Advances Shifted the Western Expansion

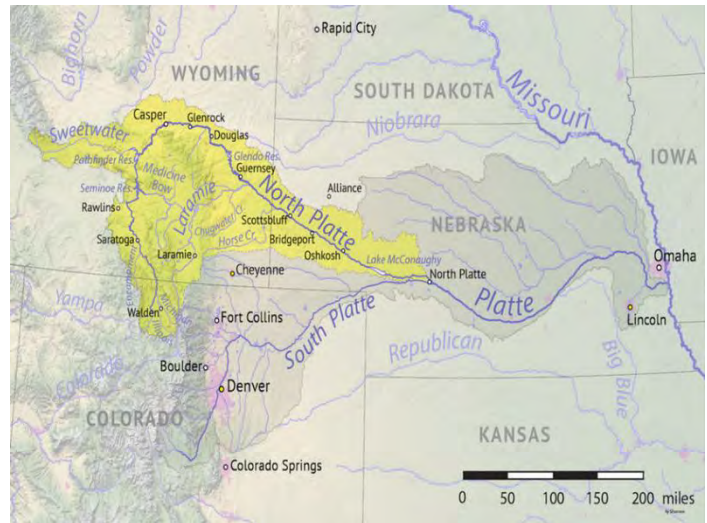
- 1st Transcontinental Railroad
- 1st Transcontinental Telegraph Line
- 1st Transcontinental Telephone Line
- 1st Transcontinental “Lincoln” Highway
- 1st Transcontinental U.S. Air Mail Service

5. Another feature of national significance in the proposed PNHA is the North Platte River, also known as the “Great Platte River Road.”

While well known as a beacon and provider of needed subsistence and safety for early western wagon trains, its contribution to western expansion evolved to another role.

From its headwaters in the northern Colorado mountains the river flows north through the center of the proposed PNHA. The North Platte and its tributaries in the Encampment and Saratoga areas of Wyoming were a vital transportation means bringing needed wood for railroad ties and poles for the transcontinental telegraph and telephone lines. The forest products industry flourished as did settlement.

Furthermore, it was the ground water of the North Platte River watershed which fed the fresh-water springs necessary for the railroad and for the homestead wells early settlement, and development which followed the railroad.



6. The railroad dominated the interstate transportation of people and goods into the 1900s. However, the miles of roads with improved surfaces were also quickly moving westward.

The famed transcontinental Lincoln Highway was officially dedicated in 1913. It traversed the proposed PNHA near Interstate 80. Today, the original Lincoln Highway (Route 30) still provides travelers with an opportunity to travel west. There are large sections of the historic road one can drive and reflect on the vast landscape, early travel, and visit historic hotels such as the Virginian Hotel in Medicine Bow and Parco Hotel in Sinclair.



7. **The least known pathway in the proposed PNHA is the transcontinental U.S. Air Mail route established in 1918.** The route generally followed the transcontinental railroad to provide pilots with a visual reference. Today, the landing strip at Medicine Bow is home to the original emergency airport complete with concrete direction arrows on the ground that were used by the early bi-plane pilots who delivered air mail between Salt Lake City and Kansas City.



8. **Casper, Rawlins, and the many other small rural communities in the area embrace their heritage.** Wyoming residents take pride in their history and work hard to preserve the culture, folklife, dress, and customs from a century ago. The proposed PNHA features many vestiges of the old west such as local museums, mercantiles, stage stops, train depots, history re-enactments, wayside exhibits, interpretation, regional festivals, rodeos, living history, and other educational programs for residents and travelers.



9. **The proposed PNHA is more than an assemblage of historic sites but is a large historical and natural landscape over millions of acres** – not restored or “built” but virtually the same landscape as 150 years ago. Travelers can drive along paved roads and step back in time to see, hear, smell, and feel what early travelers experienced. One can pause at a vista and smell the sage, view the majestic clouds, watch the antelope, sense the quiet serenity, feel the brisk winds, and otherwise experience an historic landscape in stark contrast from the more urban environments where most Americans reside.



In conclusion, the proposed PNHA is nationally significant and worthy of NHA distinction. It is a museum without walls where one can be immersed in the past, providing opportunities for heritage tourists to learn, study, experience, and contemplate yesteryear. It brings together numerous heritage sites which are themselves significant and noteworthy, but together as a National Heritage Area creates a more complete and wholistic American story of our Western expansion, settlement, and development.

The proposed PNHA is a museum without walls where one can be immersed in the past, providing opportunities for heritage tourists to learn, study, experience and contemplate yesteryear.

Vision, Mission, and Goals of the PNHA

Vision: The PNHA inspires heritage interests, engagement, and enlightenment.

Mission: The PNHA promotes heritage tourism to procure its economic and social benefits, strengthen communities, and conserve its heritage resources.



Goals: The specific goals of the PNHA are to:

1. Increase national and international recognition, curiosity, and interest in heritage tourism in the State of Wyoming;
2. Inspire local and State pride, understanding, and engagement in the PNHA story;
3. Support heritage conservation, protection, interpretation, and restoration efforts through collaborative grantsmanship endeavors with heritage partners;
4. Expand the economic and social benefits of heritage tourism to Carbon and Natrona counties by increasing the number of heritage visitors, their length of stay, and amount of expenditures;
5. Communicate the PNHA story and its heritage assets through an effective and efficient mobile app.



PNHA's Target Audience

There are two primary target audiences:

- One primary target audience are the **local residents, landowners, schools, businesses, industry, civic organizations, and other local entities**. Heritage conservation is dependent on an informed and engaged community of stakeholders. Without a keen understanding and sense of pride at the local level, long-term protection and restoration will be a challenge. Special attention would be directed to engaging K-12 programs and young people in educational tours, interpretive and living history programs, class projects, and internship opportunities
- A second primary target audience are **heritage tourists** with several days of leisure time, resources, and curiosity for visiting the many heritage assets in the PNHA while also experiencing the culture, customs, festivals, and folklife of the local Wyoming communities. Given the national-level notoriety provided by a National Heritage Area designation, special attention would be directed to non-resident or out-of-state tourists given their potential economic impact on the State and region.

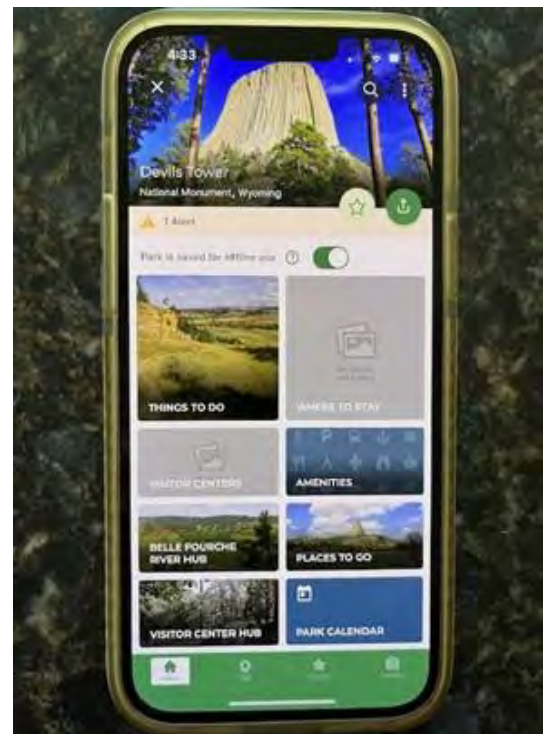
PNHA Mobile App

Tourism marketing and promotion continues to evolve. Transitioning away from costly 4-color brochures, magazines, and highway signs, and towards digital sources of information is a priority. Today, digital resources can be accessed anytime across most of the Nation and world. Although there will always be a place for printed materials, tourists increasingly expect information that is readily accessible, current, and comprehensive.

The tourism industry has realized that trip planning is an important part of a total visitor experience that may begin months before the actual trip. The industry also realizes that trip planning has a direct impact on travel decisions such as where to go, how long to stay, what experiences are available, and what is the desired route of travel.

Whereas Google searches can provide detailed information quickly for many heritage sites, it does not easily facilitate viewing and planning across multiple destinations, does not make connections between sites, and does not provide information about ancillary amenities and services. Also, most Google information is not real-time or near-real time.

In 2021, the NPS launched an innovative mobile app which includes all 440 NPS units. This app is easily modified and can post travel alerts in near real-time. Also useful for travelers to any NPS unit is the supporting information provided on the app -- things to do, lodging options, nearby



amenities and services, visitor centers, park news, calendar of events, weather, and road conditions. One of the revenue streams for the local coordinating entity could be from advertising on the PNHA app.

PNHA will develop and launch a separate stand-alone app that is similar in nature to the NPS mobile app. The PNHA mobile app could post information about the nearly two hundred heritage sites that relate to the theme of western expansion, settlement, and development between 1840s -1920s. Because each heritage site has a legal owner (e.g., private rancher, business, trust, cooperative, civic organization, non-governmental organization, community, county, state, or federal agency), the mobile app would only be populated with heritage sites with willing opt-in owners.

Willing owners would opt-in to the app by signing an agreement that their heritage site may be included as part of the app, and that the site would be available for public access under appropriate terms and conditions (e.g., operating hours, mode of travel access, size of party, closed times, areas or seasons). If an owner opts-in but later changes their mind for whatever reason, they can opt-out and easily be removed from the app.

There are some areas of the proposed PNHA without internet connection. Users of the app will be advised to download the app information prior to travel or arrival so information can be accessed where there is no internet connectivity.

Chapter 2

What is Heritage Tourism?

Definition of Heritage Tourism

Heritage tourism embodies the goals of increased visitation, economic enhancement, and heritage preservation. These three goals are interrelated and build a cycle of community benefit – increased visitation leads to increased economic prosperity which leads to increased historic preservation and restoration which leads to increased visitation and so forth.



Heritage tourism does not require the expensive purchase, construction, or maintenance of modern built structures. Rather, it relies on existing historical and cultural assets be they wagon trails, stage stops, homesteads, river crossings, encampments, travel routes, museums, early military forts, artifacts, reenactments, festivals, stories, and other historic evidence.

At the individual level, a heritage tourist seeks a more cognitive and intellectual experience as opposed to a more physical experience typical of outdoor recreation (e.g., fly fishing, backpacking, motorized off-road travel). Heritage tourism provides opportunities for people to learn and experience a different time and place. For a few moments or days, heritage tourists can be transfixed into a state of wonderment, curiosity, intrigue, and profound awe and exhilaration of yesteryear.

Profile of Heritage Tourists

Compared to the average outdoor recreationist, a heritage tourist tends to be older, have more years of formal education, and a higher income. They tend to travel by auto, stay longer, participate in more activities, stay in hotels or B&Bs, enjoy shopping, and spend more money. They seek opportunities to learn, experience, reflect, and contemplate. They are not active outdoor recreationists who wish to test their skills (e.g., fly fishing, paddleboarding), challenge their stamina (e.g., wilderness treks, rock climbing), or explore remote off-road wildlands. By their very nature, heritage tourists and traditional outdoor recreationists do not often share the same interests or spaces,

Chapter 3

Public Concerns with PNHA



In the spirit of transparency, the PNHA Feasibility Study Team acknowledges that some residents, albeit very few, have expressed a concern with the proposed NHA designation. Questions about a new national designation are to be expected and most can be clarified with full information and an open discussion. Several of these public concerns are discussed below.

Trespass and Loss of Private Property Rights

Trespassing on private ranches, farms, and private property is a historic problem in the West. The concern is that a national designation might exacerbate the situation (e.g., private land trespass, resource destruction). The PNHA proposes four actions to help control trespass and infringement on private property rights from a PNHA designation.

a. **Strong Federal Law Protections:**

National Heritage Area Act of January 5, 2023 (P.L. 117-339) Section 120104 stated:

In general, nothing in this section (including an amendment made by this section)--

- (A) *abridges any right of a public or private property owner, including the right to refrain from participating in any plan, project, program, or activity conducted with the National Heritage Area;*
- (B) *requires any property owner to permit public access (including Federal, State, Tribal government, or local government access) to a property;*
- (C) *modifies any provision of Federal, State, Tribal, or local law with respect to public access or use of private land;*
- (D) *(i) alters any applicable land use regulation, land use plan, or other regulatory authority of any Federal, State, or local agency or Tribal government; or (ii) conveys to any local coordinating entity any land use of other regulatory authority;*
- (E) *authorizes or implies the reservation or appropriation of water or water rights;*
- (F) *diminishes the authority of a State to manage fish and wildlife, including through the regulation of fishing and hunting within a National Heritage Area;*
- (G) *creates or affects any liability---(i) under any provision of law; or (ii) of any private property owner with respect to any person injured on private property.*



b. Embellishment of the Legislation Creating the PNHA

The Wyoming congressional delegation will be instrumental in preparing the legislative drafts for the PNHA designation. If there are issues or concerns that need stricter interpretation or clarification, providing legislative clarification would be one avenue for doing so.

c. Local Coordinating Entity

The local coordinating entity with administrative responsibility for the PNHA could establish Bylaws which dictate that Board selection will include the seating of one or more private property owners to ensure their concerns are known. Alternatively, an Advisory Committee to the Board could be established with private landowner representation for the same purpose.

d. PNHA Mobile App.

The mobile app will not include any information about private property unless the owner willingly opts-in to the program, and then only when the owner approves the information to be posted. This information could include nearby backroads, trails, or other attractions which may be the cause of inadvertent trespass. Likewise, private property warnings and regulations would be made clear on the app.

Federal Overreach

It is understandable that when one mentions a new national land use designation, some people become concerned about federal control, imposition of new rules and regulations, and loss of local authority and property rights.

There is evidence to the contrary. The Bureau of Land Management has been exceptional in their support of the National Historic Trails Interpretive Center and a number of well-managed historic sites. The National Park Service has five units in the proposed PNHA; that is, four National Historic Trails in Natrona County and one trail in Carbon County. Two of these trails were Congressionally designated in 1978, two others in the 1990s, and one in 2023. During this 50-year span of time the relationship between the NPS and the communities and counties has been compatible and benign.

The historic relationship between federal agencies and the heritage assets of the proposed PNHA is evidence of no federal overreach, eminent domain, loss of private property rights, lawsuits, devaluations, or control of heritage sites.



Furthermore, since National Heritage Areas are not units of the NPS, there is virtually no chance of overreach. The National Heritage Area Act of 2023 is also clear on this issue. The role of the NPS is solely to assist National Heritage Areas with national recognition, financial support, and technical assistance.

Crowding and Congestion

Some residents expressed concern that they did not want more people at their favorite campground or lake, or fishing in their favorite blue-ribbon spots.

As stated in Chapter II, heritage tourists are different than outdoor recreationists visiting the area today. Heritage tourists do not typically go to the same places as outdoor recreationists such as state park campgrounds, wilderness areas, remote reservoirs, or gold medal trout streams.

Crowding and congestion has been reported to be a problem on some holidays/weekends at some outdoor recreation sites in the area, but there are no known similar situations at the area's heritage sites. Furthermore, current lodging occupancy rates in the 50-60% range would suggest that ancillary food or lodging services would welcome more heritage travelers.

However, at some point in the future crowding and congestion did become a problem at specific heritage sites. the mobile app could provide near real-time information encouraging visitors to other places and/or times.

Heritage Resource Protection

A few people expressed concern that more visitors will harm the archaeological efforts currently underway or in the future.

There is agreement that tourists can do harm and damage a heritage site, and that tourists should not be allowed to go anywhere and do anything. A heritage site needs active management with signage, trails, rules, sanitation, and enforcement. While the proposed PNHA will not directly own or manage any heritage sites, the local coordinating entity should establish minimum management requirements to be in place before a site could be included on the mobile app.

Where the proposed PNHA would be very helpful for heritage resource protection is partnering with local heritage site managers to solicit grants and gifts to support heritage resource protection and restoration. The distinction as an NHA will add credibility and access to funding programs that individual heritage sites usually do not typically have.

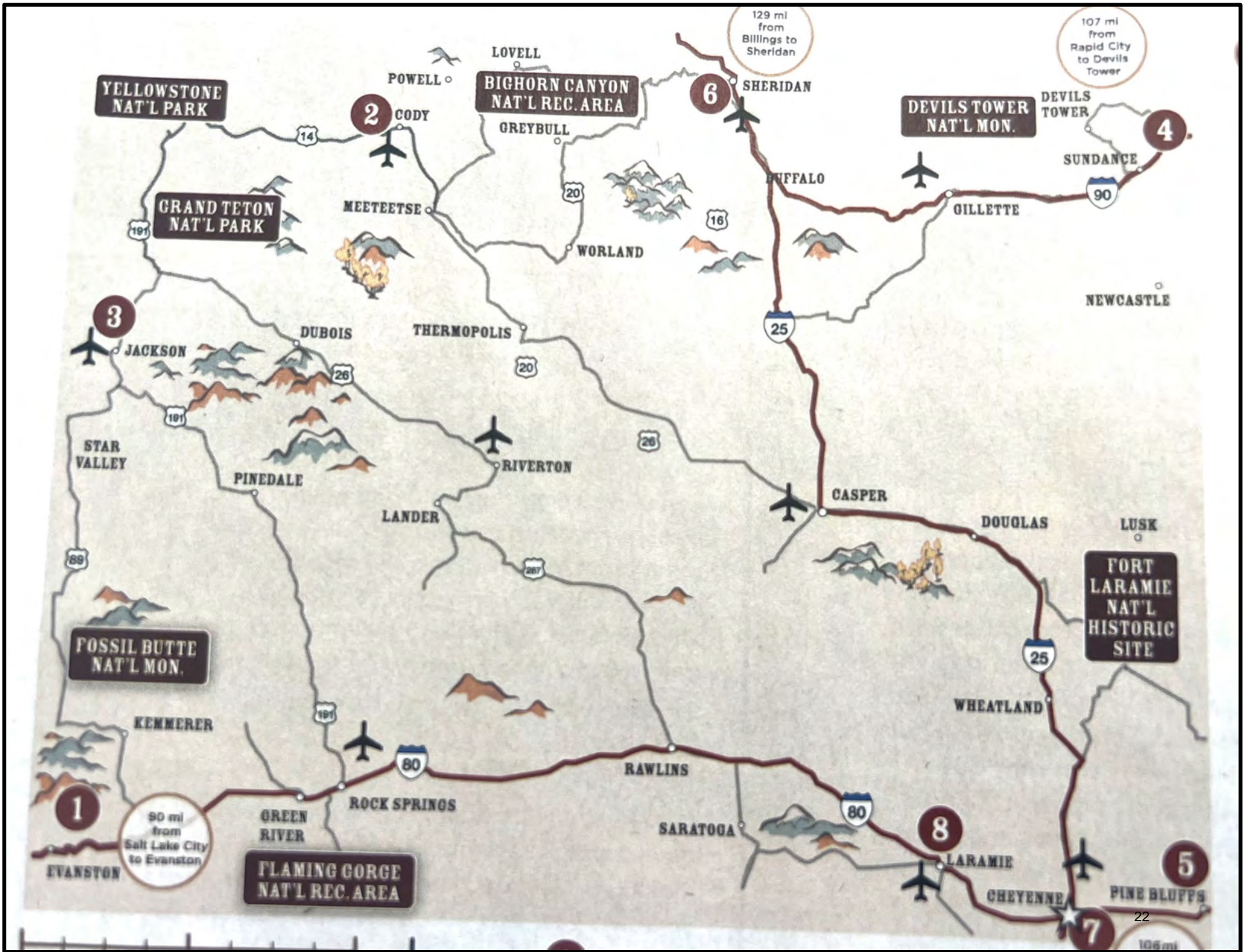
Opt-In to Join the PNHA Mobile App

The PNHA mobile app will require a signed *opt-in* agreement from the heritage site owner who wants to be included in the app. The PNHA will not oblige or require any managing entity to participate in the NHA program. Thus, there is no interest in or need for an opt-out approach.

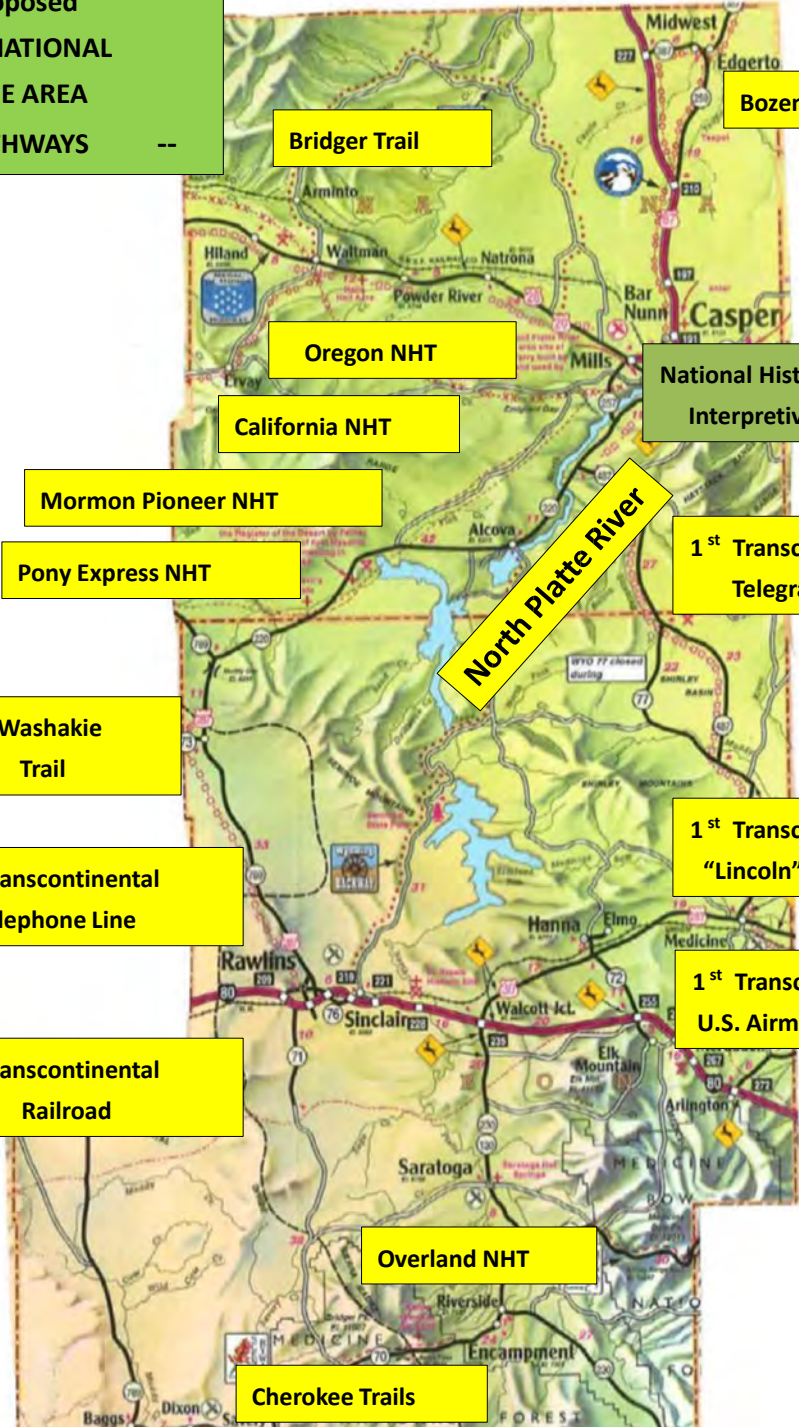
Chapter 4
Forthcoming in Next Draft

To be available June 1, 2024





**The Proposed
PATHWAYS NATIONAL
HERITAGE AREA
-- THE PATHWAYS --**



Bridger Trail

Bozeman Trail

Oregon NHT

**National Historic Tra
Interpretive Cente**

California NHT

Mormon Pioneer NHT

Pony Express NHT

**1st Transcontinent
Telegraph Line**

North Platte River

**Chief Washakie
Trail**

**1st Transcontinen t
"Lincoln" Highwa**

**1st Transcontinental
Telephone Line**

**1st Transcontinent
U.S. Airmail Servic**

**1st Transcontinental
Railroad**

Overland NHT

Cherokee Trails

National Heritage Areas

- 1984—Reagan’s “a museum without walls”
- 62 designated; 40 pending
- Closest--Cache la Poudre and South Park NHAs
- Congressionally designated
- Administered by a local community entity

- NPS has passive role---fed recognition, matching money and tech asst.
- No impact to property rights, local communities, county, state, or fed property
- PNHA=15 Pathways of national import to western expansion, settlement, and development
- Goals: Promote national heritage tourism, grow local economy, community enhancement, heritage conservation
- PNHA has no heritage site mgmt., authority, or responsibility over others

- Status

- Visit Casper and Casper Historic Preservation Commission support feasibility study
- Carbon County Commissioners support feasibility study---meeting NCCC tomorrow

- Feasibility Study underway

- March 30 partial draft
- June 1 partial draft
- August 1 full draft
- September completion ready to submission to NPS

- Share information at **PathwaysNHA.com**

THANK YOU!

April 15, 2024

MEMO TO: J. Carter Napier, City Manager 77 for JCN

FROM: Zulima Lopez, Parks, Recreation and Public Facilities Director
Nicholas Whipps, Recreation Manager

SUBJECT: Rental Agreement with BladeEdge Ventures, LLC for the Rental of the Casper Ice Arena for National Collegiate Development Conference Hockey

Meeting Type & Date

Work Session
April 23, 2024

Action Type

Direction Requested

Recommendation

That Council authorize an agreement between the City of Casper and BladeEdge Ventures, LLC for the rental of the Casper Ice Arena for a new National Collegiate Development Conference (NCDC) hockey franchise in Casper.

Summary

The City of Casper was notified in March 2024 that the Casper Roughnecks organization would dissolve after the 2023-2024 season, leaving Casper without a Junior Hockey team. Shortly thereafter, the Casper Ice Arena was approached by the commissioner of the United States Premier Hockey League (USPHL), and the owner of a new National Collegiate Development Conference (NCDC) hockey franchise about having the franchise in Casper. The NCDC is a tuition-free tier II conference of the USPHL, the highest level of play in the league. If approved to locate in Casper, this team will play in the Rocky Mountain Division with opponents such as Rock Springs, WY, Ogden, UT, Pueblo, CO, and Provo, UT, among others. The league and owner have expressed a strong desire and commitment to have Junior Hockey in Casper for the long term, and, as such, have requested an agreement with a five-year term. The proposed rental agreement features a three-year term, ending May 6, 2027, with up to two automatic one-year extension terms unless either party requests termination.

In addition to the longer rental term, this agreement includes several notable changes from previous Junior Hockey rental agreements, including:

- Escalating ice rental fees at a rate of 3% annually through the three-year term and any extension terms.
- Escalating office, storage, and locker room rental fees at a rate of 3% annually through the three-year term and any extension terms.

- Inclusion of fees for special requests for rental of the City’s scissor lift or pipe and drape for hockey events. This provision includes fee escalation at 3% annually through the three-year term and any extension terms.
- A provision releasing the City of liability for losses incurred due to disruption or closure from the construction of a second sheet of ice during the rental term.
- A provision to establish an enforceable Code of Conduct for players and affiliates of the BladeEdge Ventures, LLC when in the Ice Arena or adjoining recreation facilities.
- Clarified expectations regarding cleaning and maintenance of the office space, storage space and locker rooms, and inspection protocols to ensure adherence.

Staff recommends the rental agreement as proposed with BladeEdge Ventures, LLC. If Council approves, the agreement will be brought to the May 7, 2024 City Council meeting for formal approval.

Financial Considerations

Under the rental agreement, BladeEdge, LLC will pay the City of Casper established rental fees (with escalation each year) and 5% of advertising value for advertising placed in the Casper Ice Arena. Staff estimates the total revenue from the rental agreement will be between \$25,000 - \$30,000 annually.

Oversight/Project Responsibility

Nicholas Whipps, Recreation Manager
Chad Green, Recreation Supervisor – Ice Arena

Attachments

Proposed Rental Agreement



FACILITY RENTAL AGREEMENT (NON-EXCLUSIVE)

THIS NON-EXCLUSIVE FACILITY RENTAL AGREEMENT, hereafter "**Agreement**", entered into this ____ day of _____, 2024, between the City of Casper, Wyoming, a municipal corporation, hereinafter referred to as "**City or Owner**," and BladeEdge Ventures, LLC, hereinafter referred to as "**Tenant**." This Agreement supersedes and replaces any previous agreements between the parties.

IN CONSIDERATION of the rental, covenants, and conditions herein set forth, the **Owner** and **Tenant** hereby covenant, promise, and agree as follows:

RECITALS:

- A. The City owns and operates Casper Ice Arena, located at 1801 East 4th Street, Casper, Wyoming; and
- B. Tenant desires to enter into a non-exclusive facility rental agreement of Casper Ice Arena and to reach other accommodations with the City, and the City is willing to enter a non-exclusive facility rental agreement with BladeEdge Ventures, LLC, and to define associated obligations of the parties as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. PREMISES:

- A. **Owner** hereby agrees to rent to **Tenant**, and **Tenant** hereby agrees to rent from **Owner**, for the term hereinafter provided, and any extensions thereafter, and upon the terms and conditions set forth in this Agreement, the property described as Casper Ice Arena, as further described in Exhibit C, attached hereto and by reference made part of this Agreement, hereinafter referred to as the "**the premises**".
- B. The "Casper Ice Arena" is rented to **Tenant** in an **AS IS CONDITION, WITHOUT WARRANTY, EXPRESSED OR IMPLIED**. By signing this Agreement, **Tenant** agrees it has inspected the rented premises and accepts the property in its present condition.
- C. This Agreement is non-exclusive, and owner may rent Casper Ice Arena to others in its sole discretion.

2. PURPOSE:

The demised premises are rented to **Tenant** for the purpose of conducting hockey practice and game activities and/ or special events or tournaments. Such hockey activities and/ or services and related activities shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to the possession, use, or maintenance of the rented property.

3. **TERM:**

- A. The term of this Agreement shall be one (3) year ("Term"), starting on May 7, 2024, ("Commencement Date") and ending on May 6, 2027, at 11:59 p.m. The Agreement shall automatically be extended for two (2) additional one (1) year extension terms ("Extension Terms") on May 7 of each year unless either party provides written notice of non-renewal to the other party at least 90 days before any Extension Term is scheduled to begin. During the Primary Term and any Extension Term(s), Tenant may rent Casper Ice Arena as further described in the Agreement.
- B. Extension Terms shall establish new fees regarding ice rentals, office, locker room, storage, and special events fees by written amendment to the Agreement.
- C. **THE PARTIES AGREE AND UNDERSTAND THAT THE OWNER MAY NEED TO CONSTRUCT A SECOND SHEET OF ICE, WHICH COULD POTENTIALLY CAUSE THE CLOSURE OF THE PREMISES AND INTERRUPT THE TENANT'S HOCKEY SEASON. TENANT ASSUMES THE RISK OF ANY SUCH CLOSURE, AND TENANT WILL NOT HOLD THE OWNER LIABLE FOR LOSSES INCURRED WITH THE CLOSURE OF THE FACILITY DURING THE TIMELINE OF CONSTRUCTION NEEDED TO BUILD A SECOND SHEET OF ICE AND ASSOCIATED APPURTENANCES ON THE PREMISES.**

4. **FEES:**

- A. **Rental Fees:** **Tenant** shall pay the rental fees to the **Owner** as follows:
 - 1. **Tenant** shall pay rental fees to the **Owner** as set forth in Exhibit A, which is attached hereto and by reference made part of this Agreement, for the use of the Casper Ice Arena and its facilities. The listed fees will be payable to the **Owner** monthly, by the 15th of each month, at its offices located at 1801 East 4th Street, Casper, Wyoming.
 - 2. For each Extension Term, the **Owner** has the right to increase rental fees by 3% each year on the anniversary of the Commencement Date.
 - 3. Rent not received on time is subject to a one and one half (1.5 %) per month late fee due from the **Tenant** if the rental fee payment is not paid to the **Owner** by the 15th day of the overdue month under the terms of this Agreement. **Tenant's** failure to pay the **Owner** City the above-described rent on or before the 15th day of any month of this Agreement shall be considered a default by the **Tenant** of the terms and conditions of this Agreement.
 - 4. If additional practice or game times are requested by the **Tenant** and approved by the **Owner**, the **Tenant** will pay the **Owner** the appropriate rate as described in Exhibit A. Scheduling of additional practices or game times is subject to arena availability and other schedule commitments and solely at the discretion of the **Owner**.
 - 5. Cancellations of scheduled practice and game times will be allowed. Rent will be adjusted downward, provided that a cancellation notice is provided in writing to the **Owner** at least seven (7) days prior to the scheduled practice or game. Cancellations of scheduled weekend tournaments will be allowed, and rent will be adjusted downward,

provided that a cancellation notice is provided in writing to the **Owner** at least fourteen (14) days prior to the scheduled weekend tournament. Furthermore, adjustments to rent will be made by the **Owner**, if an event is canceled as a result of inclement weather or other circumstances beyond the reasonable control of the **Tenant** which prevents advance notification to the **Owner**.

B. Office, Storage, and Locker Room Fees: **Tenant** shall pay the rental fees to the **Owner** as follows:

1. **Tenant** shall pay a monthly rental fee for use of the Casper Ice Arena's Upstairs Office Area for the amount of Twenty-One Dollars (\$21.00) per month as set forth in Exhibit A, which is attached hereto and by reference made part of this Agreement.
2. **Tenant** shall pay a monthly rental fee for use of the Casper Ice Arena's Upstairs Storage Area for the amount of Five Dollars (\$5.00) per month as set forth in Exhibit A, which is attached hereto and by reference made part of this Agreement.
3. **Tenant** shall pay a monthly rental fee for use of the Casper Ice Arena's designated locker room inside the Casper Ice Arena for the amount of Nineteen Dollars (\$19.00) per month from August to April as set forth in Exhibit A, which is attached hereto and by reference made part of this Agreement. This will also include the visiting team locker room for all home games, events and tournaments.
4. For each Extension Term, the **Owner** has the right to increase these rates by 3% each year on the anniversary of the Commencement Date.
5. **Tenant's** designated locker must be vacant and available for public use from May to July.

C. Scissor Lift and Pipe/Drape Fees: **Tenant** shall pay the rental fees to the **Owner** as follows:

1. **Tenant** shall pay a rental fee to the **Owner** for scissor lift use in the amount of Two-Hundred Fifty Dollars (\$250.00) per use as set forth in Exhibit A, which is attached hereto and by reference made part of this Agreement.
2. **Tenant** shall pay a rental fee to the **Owner** for installation of pipe/drape needs for the amount of Twenty-Five Dollars (\$25.00) per ten feet as set forth in Exhibit A, which is attached hereto and by reference made part of this Agreement.
3. For each Extension Term, the **Owner** has the right to increase these rates by 3% each year on the anniversary of the Commencement Date.

5. ASSIGNMENT/SUBLEASING:

- A. **Tenant** may not assign, sell, or transfer this Agreement in whole or part and may not sublet all or otherwise assign all or any part of the rented premises without the prior written consent of the **Owner**. **Tenant** shall not allow another group or entity to use/share the rented premises without the written consent of the **Owner**.

6. INVENTORY:

- A. Within thirty (30) days of the execution of this Agreement by all parties hereto, and on or before September 1 of each term of this Agreement, the **Owner** and the **Tenant** shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the **Owner** and those belonging to the **Tenant** on the rented premises. **Tenant** shall not remove any **Owner** owned equipment from the facilities without express written permission from the Director of Parks, Recreation and Public Facilities or assigned designee.

7. TAXES AND ASSESSMENTS:

- A. **If the Tenant** represents that it is a 501(c)(3) not-for-profit, charitable organization that is tax-exempt in Natrona County, **Tenant** shall maintain its status a tax-exempt entity and provide the City with a current tax-exemption certificate. If it does not, **Tenant** agrees to pay to the Natrona County Treasurer, on behalf of the **Owner**, any and all taxes and assessments which may be assessed against the property related to the **Tenant's** use of the property, upon reasonable notice by the **Owner**, as to the amounts due and owing.

8. NON-DISCRIMINATION:

- A. The **Tenant** agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

9. CODE OF CONDUCT:

- A. **Tenant** is responsible for the actions of all individuals directly affiliated with the BladeEdge Ventures, LLC when they are in the Casper Ice Arena, Casper Recreation Center, Casper Indoor Aquatics Facility, and any other Casper Recreation Division facilities.
 - 1. As such, all individuals directly affiliated with BladeEdge Ventures, LLC, will abide by the behavioral code of conduct as set forth in Exhibit B.
 - 2. All deviations from the code of conduct will be subject, but not limited to punitive action as set forth in Exhibit B.

10. SCHEDULING:

- A. **Tenant** shall be responsible for providing a schedule for approval to the **Owner** by September 1 of each year for the rental of the Casper Ice Arena for all hockey-related activities. **Owner** shall schedule hockey and non-hockey activities based on the availability of the facility.
- B. For any special events or tournaments that deviate from the provided schedule, the **Tenant** must notify the **Owner** of such changes at least fourteen (14) days in advance. The **Owner** will determine if the facility is available to rent based on all rental schedules with the **Tenant** and other renters of the facility, unless the event was previously changed or cancelled due to inclement weather fourteen (14) days advance notice will not apply.

11. LAWS AND REGULATIONS:

- A. **Tenant** shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon **Tenant** with respect to the real property and fixed assets. **Tenant** shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement, or for the making of repairs, additions, alterations, or improvements.

12. INSURANCE, INDEMNIFICATION AND IMMUNITY:

- A. **Prior to the commencement of the Rental Agreement, Tenant** 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 **Tenant's** operation and use of the rented premises. The cost of such insurance shall be borne by the **Tenant**.

- 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.

- C. Property insurance against all risks of loss to any **Tenant** improvements or betterments, at full replacement cost with no coinsurance penalty provision.
- D. Higher Limits: If the **Tenant** maintains broader coverage and/or higher limits than required under this Agreement, then the **Owner** shall be entitled to coverage for the higher limits maintained by the **Tenant**.
- E. Other Insurance Provisions:

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

1. *Additional Insured Status*

The **Owner**, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or

operations performed by or on behalf of the **Tenant** Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the **Tenant's** insurance at least as broad as ISO Form CG 20 10.

2. *Primary Coverage*

For any claims related to this Agreement, the **Tenant's** insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the **Owner**, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the **Owner**, its officers, officials, employees, or volunteers shall be excess of the **Tenant's** insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the **Owner**. Such notice to the **Owner** shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Tenant hereby grants to the **Owner** a waiver of any right to subrogation which any insurer of said **Tenant** may acquire against the **Owner** by virtue of the payment of any loss under such insurance. **Tenant** 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 **Owner** has received a waiver of subrogation endorsement from the insurer.

5. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the **Owner**.

6. *Self-Insured Retentions*

Self-insured retentions must be declared to and approved by the **Owner**. At the option of the **Owner**, either: the **Tenant** shall obtain coverage to reduce or eliminate such self-insured retentions as respects the **Owner**, its officers, officials, employees, and volunteers; or the **Tenant** shall provide a financial guarantee satisfactory to the **Owner** guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or **Owner**.

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least one (1) year after completion of the Agreement*. However, **Tenant's** liabilities under this Agreement shall not be deemed limited in any way by the insurance coverage required.

- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date, the **Tenant** must purchase “extended reporting” coverage for a minimum of one (1) year after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Tenant shall furnish the **Owner** with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the **Owner** before **Tenant** occupies the premises. However, failure to obtain the required documents prior to the work beginning shall not waive the **Tenant’s** obligation to provide them. The **Owner** reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

9. *Special Risks or Circumstances*

Owner reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. *Subcontractors*

Tenant shall require and verify that all Subcontractors maintain insurance meeting all the requirements stated herein, and **Tenant** shall ensure that the **Owner** is an additional insured on insurance required from Subcontractors.

F. Indemnification:

Tenant agrees to indemnify the **Owner**, the **Owner’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, but not limited to, all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the **Tenant** and/or any subcontractor thereof.

13. USE OPERATIONS PLAN:

- A. The **Tenant** shall submit a Use Operations Plan to the Director of Parks, Recreation and Public Facilities or the Director's designee. The plan shall specify months, days, and hours of operation for those months, the responsible organizational contact(s) and the contact's telephone number(s), during which the subject property shall be available to the public for related property use activities. The plan shall pertain to the time period of the facility rental agreement. In the event the Director of Parks, Recreation and Public Facilities or its designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.
- B. If the **Tenant** would like to use heavy equipment on the premises (other than a Zamboni), it will require the approval of the Director of Parks, Recreation and Public Facilities or its designee within fourteen (14) days of scheduled use.
- C. If the **Tenant** would like to have any live small animals on the premises for games (e.g. dogs for Humane Society night), special events or practices will require the approval of the Director of Parks, Recreation and Public Facilities or its designee within fourteen (14) days of scheduled use.

14. ADVERTISING:

- A. **Tenant** shall have the right to procure and to install, affix, maintain, and replace appropriate signs/banners displaying advertising matter at the premises, but only at locations approved by the Director of Parks, Recreation and Public Facilities or assigned designee at their sole discretion. All advertising shall be subject to the **Owner's** right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. **Tenant** shall not, in procuring, installing, displaying, or replacing any advertising material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Agreement. It is understood that any approval by the **Owner** of advertising material shall not constitute a waiver of **Tenant** obligations concerning such violations or infringements. **Tenant** agrees to indemnify and hold the **Owner** harmless with respect to all such claims without cost to the **Owner**.
- B. The **Owner** is entitled to five percent (5%) of all local and corporate advertisement proceeds received by the Tenant for or related to the ice arena. The **Owner** is entitled to five percent (5%) of the agreed-upon advertising value based on a fee structure, in-kind trade or complimentary offers, per individual advertisement. **Tenant** will be responsible for the full payment of five percent (5%) of the advertising value based on a fee structure, in-kind trade or complimentary offers, in the Agreement term. If the **Tenant** fails to pay **Owner** within thirty (30) day of receipt of the received advertising value, this rental Agreement shall be considered a default by the **Tenant** of the terms and conditions of this Agreement. The terms of the advertising agreement, fee structure, in-kind trades, complimentary offers, and term limit will be approved by the Director of Parks, Recreation and Public Facilities or assigned designee.
- C. The parties agree that all authorized advertising placed at the facility and/or on the property is owned by the **Tenant** and shall remain the property of **Tenant** and shall be subject to removal by the **Tenant** at any time.

15. RIGHT TO ENTRY:

- A. **Owner** reserves the right to enter the premises for the purposes of maintenance, public safety, and other general inspections.
- B. The **Tenant** will ensure that the on-site manager and staff follow all appropriate customer service guidelines and maintain an appropriate professional rental service atmosphere and operation to limit the number of customer complaints associated with the rental operation. The **Owner** reserves the right of immediate access to the premises at any time for intervention concerning any unresolved customer service disputes. The intent is to provide the customer with the best possible customer service, within reasonable resources of the **Tenant** and the **Owner**.

16. MAINTENANCE:

- A. **Tenant** shall, during the term of this Agreement, keep the premises in good order and repair commensurate with the operation of the **Tenant's** intended use of those premises and facilities, and as necessary to adequately protect spectators, guests, invitees, and participants. **Tenant** shall, at its sole cost and expense, make any repairs necessary to their designated locker room for these purposes. **Tenant** shall also, at its sole cost and expense, make any repairs necessary to the

premises caused by conduct of the **Tenant** or its invitees. The **Tenant** must receive consent of the **Owner** prior to any proposed repairs. **Owner** shall, during the term of this Agreement, provide services commensurate with the rental fee identified in this Agreement. Those services are related to normal facility upkeep including, but not limited to, plumbing, electrical and mechanical repairs to existing equipment. The **Tenant** will report all repair requests to the Recreation Supervisor (Ice Arena). The Supervisor will report the repairs to the appropriate City department to address repairs. The **Owner** is responsible for normal ice and related ground arena maintenance, roadway repairs and parking lot repairs.

- B. **Tenant** will be responsible for maintaining and cleaning the office space, storage space, and locker room during the term of the Agreement. The **Tenant** will receive an outlined maintenance and cleaning schedule as provided by the ice arena staff. The **Owner** will conduct monthly inspections and report maintenance needs to the **Tenant**.

17. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

- A. The **Tenant**, at its sole cost, risk, and expense, may construct temporary facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements, and such other requirements as may be prescribed by the **Owner**.
- B. The plans and specifications for any additional temporary facilities and fixtures shall first be submitted to the City's authorized representative for approval in accordance with existing City codes, prior to the construction. At the time of submission, the **Tenant** shall designate whether the facility or fixture is temporary, and for what period of time it will remain in use. The Director of Parks, Recreation and Public Facilities or assigned designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the rented premises.
- C. **Tenant** may, upon termination of this Agreement, remove all facilities or fixtures which it constructed, and which are of a temporary nature, but must restore property and/or premises to conditions as they were prior to installation of the removed improvements.
- D. The **Owner** reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to **Tenant**, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Director of Parks, Recreation and Public Facilities or their assigned designee.

18. UTILITIES:

- A. **Owner** is responsible for all charges for electricity, water, sewer and natural gas for the Casper Ice Arena.

19. DEFAULT:

- A. In the event **Tenant** shall fail to make any payment called for within fifteen (15) days after the same shall fall due, then **Owner** may terminate this Agreement by giving **Tenant** written notice of such termination; or, in the event the **Tenant** fails to perform any other obligations called for herein on its part to be performed, and upon notice duly given of such deficiency by **Owner**, and upon **Tenant** 's failure to cure such deficiency within fifteen (15) days after such notice, then

Owner may, by written notice to **Tenant**, terminate this Agreement, effective upon proper delivery or mailing of said written termination notice by **Owner**.

- B. Upon such termination, **Owner** shall be entitled to possession of the premises and all permanent improvements therein made by **Tenant** without any further notice or demand, and **Tenant** shall peacefully surrender the premises and all other permanent improvements therein made by **Tenant**. If **Tenant** shall refuse to surrender and deliver upon the possession of the premises, then **Owner** without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefor, and without prejudice to any remedy allowed by law or equity.
- C. In the event the **Owner** fails to perform any obligations called for herein on its part to be performed, and upon notice duly given of such deficiency by **Tenant**, and upon **Owner's** failure to cure such deficiency within thirty (30) days after such notice, then **Tenant** may, by written notice to **Owner**, terminate this Agreement, effective upon proper delivery or mailing of said written termination notice by **Tenant**.

20. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

- A. **Tenant** shall pay and indemnify **Owner** against all legal costs and charges, including attorney's fees, in obtaining possession of the premises after a default of **Tenant** or after **Tenant's** default in surrendering possession upon the expiration or early termination of the term of this Agreement or enforcing any covenant of the **Tenant** herein contained. **Tenant** shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for **Tenant** to restore the property and premises to the original condition.

21. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

- A. If the real property or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated.

22. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

- A. **Tenant** shall, at the expiration of the rental term or any renewal thereof, or on termination thereof, surrender the premises free of sub tenancies, liens, or other encumbrances, together with alterations and improvements which may have been made thereon, except for temporary facilities or fixtures put in at the expense of the **Tenant** or at the expense of any subtenants; subject, however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by the **Tenant** at the expiration of the rental term, or any extension thereof, and all property not so removed shall be deemed abandoned by **Tenant**. **Owner** has the option to purchase all of the removable property that the **Tenant** has acquired for the operation of the premises and facility operations at the termination or expiration of this Agreement. The purchase price shall be the depreciated value of assets at the time of termination or expiration of the Agreement.

23. OPERATIONS:

- A. **Tenant** shall have the right to solicit offerings and contributions from spectators and charge admission for **Tenant**-sponsored events. The details of its plan for same shall be submitted by the

Tenant to the **Owner** as part of the Annual Operations Plan and at such other times as may be convenient for the parties. All funds collected by the **Tenant**, by way of contributions or admission charges, shall be used solely for the purpose of promoting, maintaining, and continuing operations for the purposes of this Agreement including, but not limited to, defraying operating expenses, purchasing equipment, and improvement of the facilities. **Tenant** shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an Annual Financial Report to the **Owner** following the close of each year as part of the Annual Operations Plan.

24. NOTICE:

- A. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

Notice to City:

City of Casper Recreation Division
Attention: Nicholas Whipps
1801 East Fourth Street
Casper, WY 82601
Phone: 307-235-8384

Notice to Tenant:

BladeEdge Ventures, LLC
Attn: Christopher Reaves
8609 Jersey Ct, Unit 1
Raleigh, NC 27617
Phone: 919-809-3312

25. WAIVER:

- A. No failure by **Owner** to insist upon the strict performance of any terms or conditions of this Agreement, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this Agreement. No term or condition of this Agreement required to be performed by **Tenant**, and no breach thereof, shall be waived, altered, or modified. No waiver of any breach shall affect or alter any term or condition of this Agreement, and such term or condition shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

26. ENVIRONMENTAL COMPLIANCE:

- A. **Tenant** shall conduct its operation on the property in compliance with and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. **Tenant** shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to **Owner** copies of the permits upon request. **Tenant** shall comply with all reporting requirements of 42 U.S.C. 11001, *et seq.* (Emergency Planning and Community Right to Know Act). **Tenant** shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. **Tenant** shall

manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. **Tenant** shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of **Tenant's** lawful operations on the property. In addition, **Tenant** shall comply with all laws, regulations, and standards applicable to those substances.

- B. **Tenant** shall immediately advise **Owner** in writing of (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against **Tenant** or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) **Tenant's** discovery of any occurrence or condition on the property which might subject **Tenant, Owner**, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.
- C. **Tenant** shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to **Owner** and to the proper authorities. **Tenant** shall advise **Owner**, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by **Tenant** not less than on a monthly basis. **Tenant**, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the **Owner** in writing, upon request, of all such precautions which have been taken.

27. GOVERNING LAW:

- A. This Agreement shall be governed, interpreted, construed, and regulated by the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

28. MISCELLANEOUS COVENANTS:

- A. Time is of the essence in this Agreement and all obligations shall be performed in a timely manner.
- B. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

29. TERMINATION OF RENTAL AGREEMENT:

- A. In addition to termination for default as described in Section 19, the **Owner** or the **Tenant** may terminate this Agreement anytime by providing thirty (30) days' written notice to the **Owner** or the **Tenant** of intent to terminate said Agreement. Notwithstanding the above, the **Tenant** shall not be relieved of liability to the **Owner** through damages sustained by the **Owner**, by virtue of termination of the Agreement by the **Tenant** or any breach of the Agreement by the **Tenant**.

30. WYOMING GOVERNMENTAL CLAIMS ACT:

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

31. NO THIRD PARTY BENEFICIARY RIGHTS:

- A. The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

32. ENTIRE AGREEMENT:

- A. This Agreement contains the entire agreement between the parties and it is agreed that neither **Owner** or anyone acting on its behalf has made any statements, promise, or agreement, or taken upon itself any engagement whatever, orally, or in writing, in conflict with the terms of this Agreement of that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of **Owner** shall be implied in addition to the obligations herein expressed.

33. GENERAL PROVISIONS:

- A. The **Tenant** agrees that it has read, understands and acknowledge receipt of this Agreement. The **Tenant** is aware of the rules and regulations of the City of Casper pertaining to the use of this facility. The Tenant agrees to abide by the reminders, rules and regulations of the City of Casper pertaining to the use of this facility and will be responsible for the conduct of the above listed group while using the facility. The **Tenant** further understands and agrees that compliance with all reminders, rules and regulations of the City of Casper in regard to this Agreement is a condition of use. The **Tenant** agrees to reimburse the City of any damage which might occur as a result of the listed group using the facility. The **Tenant** understands that the City of Casper does not carry insurance for participants renting or reserving facility.
- B. The **Tenant** understands that if they do not stay for the full rental period, no refund will be given.

34. NAMING OF TEAM:

- A. The **Tenant** intends to bring a team to Casper, Wyoming and engage the community to name the team. BladeEdge Ventures, LLC, intends to own an LLC created under the namesake of the newly named team.

35. ELECTRONIC SIGNATURES:

- A. The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The Parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Agreement, they may request a copy from the other party, and the other party shall provide it.

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

[Signature Pages Follow]

Signature Page for the City of Casper

APPROVED AS TO FORM:

ATTEST:

Amanda Ainsworth
City Clerk

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

Stephen Cathey
Mayor

Signature Page for the Tenant

TENANT:
BladeEdge Ventures, LLC
8609 Jersey Ct, Unit 1,
Raleigh, NC 27617

Phone: 9198093312

E-Mail: Chris@chrisreaves.com

WITNESS:

Signature:

By: (Print name)

Title:

Signature:

Christopher W. Reaves
Owner

Exhibit A
2024 – 2025

Ice rentals opening through the closing of the Casper Ice Arena and all hours on the weekends will be leased at One Hundred Sixty-Five Dollars (\$165.00) per hour.

Regular Practice Times: September 1, 2024 – April 30, 2025

<u>Days</u>	<u>Ice Time</u>	<u>User Type</u>
Mondays	9:00am – 11:00am	Practice
Tuesdays	9:00am – 11:00am	Practice
Wednesdays	9:00am – 11:00am	Practice
Thursdays	9:00am – 11:00am	Practice
Fridays	TBD will schedule with Recreation Supervisor based on need and availability for practices and games.	
Saturdays	TBD will schedule with Recreation Supervisor based on need and availability for practices and games.	
Sundays	TBD will schedule with Recreation Supervisor based on need and availability for practices and games.	

Additional Ice time: September 1, 2024- September 30, 2024

Tuesday and Thursday 90 min each day TBD by Recreation Supervisor based on availability.

Office, Storage, and Locker Room Fees: September 1, 2024 – April 30, 2025

<u>Area</u>	<u>Rate</u>
Office	\$21.00/month
Storage	\$5.00/month
Locker Room	*\$19.00/month

Scissor Lift and Pipe/Drape Fees: September 1, 2024 – April 30, 2025

<u>Equipment</u>	<u>Rate</u>
Scissor Lift	\$250.00/occurrence
Pipe/Drape	\$25.00/10 ft.

Exhibit B
Code of Conduct

All players, coaches, volunteers, general managers, and owners will behavior and conduct themselves under the following code of conduct requirements:

1. No swearing or abusive language on the bench, in the rink, or at any facility within the Casper Recreation Center towards City of Casper staff, affiliated club members, or the general public.
2. There will be no drinking, smoking, chewing of tobacco, vaping, or use of illegal substances at any team function within the Casper Recreation Center.
3. The organization (all players, coaches, volunteers, general managers, and owners) will conduct themselves in a befitting manner at all facilities (ice rink, gym, etc.) during all team functions.
4. The organization (all players, coaches, volunteers, general managers, and owners) shall refrain from violating and understand all SafeSport policies outlined in the USA Hockey SafeSport program handbook.
5. The organization (all players, coaches, volunteers, general managers, and owners) who cannot abide by these rules will be subject to further disciplinary action including but not limited to loss of rental privileges, permanent suspension, and/or referral to law enforcement authorities.

Exhibit C

p. 1 of 2

A Parcel located in and being a portion of the E ½ NW ¼, Section 4, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Lot 53 of the CK T Addition and being the Point of Beginning; thence from the Point of Beginning N. 31°55'52" W. a distance of 22.028' to a point; thence S. 66°52'57" W. a distance of 48.562' to a point; thence N. 31°33'57" W. a distance of 83.000' to a point; thence N. 16°8'52" W. a distance of 104.000' to a point; thence N. 3°24'42" W. a distance of 140.000' to a point; thence N. 9°58'11" E. a distance of 180.000' to a point; thence N. 10°44'23" E. a distance of 68.000' to a point; thence N. 40°24'22" E. a distance of 17.000' to a point; thence N. 88°49'31" E. a distance of 31.000' to a point; thence S. 48°27'51" E. a distance of 15.000' to a point; thence S. 88°18'36" E. a distance of 9.000' to a point; thence N. 4°43'23" E. a distance of 30.000' to a point; thence N. 87°27'42" E. a distance of 248.795' to a point; thence S. 48°21'51" E. a distance of 168.000' to a point; thence S. 6°52'44" E. a distance of 207.000' to a point; thence N. 85°13'25" E. a distance of 29.000' to a point; thence S. 7°20'11" E. a distance of 100.000' to a point; thence S. 49°26'7" E. a distance of 89.000' to a point; thence S. 0°26'30" E. a distance of 102.000' to a point; thence S. 88°5'29" W. a distance of 181.502' to a point; thence N. 45°43'19" W. a distance of 102.702' to a point; thence S. 44°16'47" W. a distance of 66.388' to a point; thence S. 45°43'12" E. a distance of 21.578' to a point; thence S. 66°10'25" W. a distance of 72.713' to a point; thence N. 30°3'2" W. a distance of 65.766' to a point; thence S. 59°53'20" W. a distance of 110.064' to the Point of Beginning. The above described parcel contains 6.43 acres, more or less. The Casper Ice Arena located at 1801 East 4th Street, Casper, Wyoming 82601.

Exhibit C
p. 2 of 2



April 16, 2024

MEMO TO: J. Carter Napier, City Manager ^{?? for JCN}
FROM: Justin Scott, Chief Building Official ^{JS}
CC: Liz Becher, Community Development Director ^{LB}
Amber Jividen, Code Enforcement Supervisor
Tom Brauer, Chief Operating Officer
Jill Johnson, Financial Services Director
Eric Nelson, City Attorney

SUBJECT: Dangerous Buildings Process Update

Action Type:

April 23, 2024 Work Session.

Recommendation:

Information Only.

Summary:

The City of Casper Building and Code Enforcement Divisions investigate “dangerous” buildings that are reported by citizens, Casper Fire-EMS, and the Casper Police Department to determine whether they meet the requirements of a Dangerous Building. The adopted *1988 edition of the Uniform Code for the Abatement of Dangerous Buildings* outlines 18 criteria that can be used to deem a building as dangerous. Some examples of these items would be: inadequate means of egress, fire/structural damage, a property is vacant and/or unsecured which is a harbor for vagrants or which enables criminal activities, a structure contains inadequate heat, light, or sanitation facilities and is unfit for human habitation, etc. If a structure contains one or more of the 18 criteria then it is deemed dangerous, posted as such, and the Code established abatement process is then followed.

The enforcement of Dangerous Buildings is gaining traction in Casper with the word getting out that the City has once again begun addressing these problem properties to address Council’s Livability Goal. Because of this, Community Development has had to look into funding and abatement options available to stretch the dollars available further. The average cost to post and secure a property is \$1250 and the demolition can run anywhere from \$15,000 to \$30,000 or more depending on the size and complexity of the structure(s). With funding being the primary roadblock in our ability to deal with Dangerous Buildings, the City of Casper Building and Code Enforcement Divisions have been working in conjunction with the City Attorney’s Office, Public Services, and Financial Services to establish a procedure for dealing with the growing issue pertaining to Dangerous Buildings, in an attempt to lower the City’s “out of pocket” expenses. In doing so we have developed a process for evaluating which buildings we are able to address in house vs. through private contractors and have developed a flowchart for determining the route that shall be taken on structures that can be deemed Dangerous.

Financial Considerations:

None at this time.

Oversight/Project Responsibility:

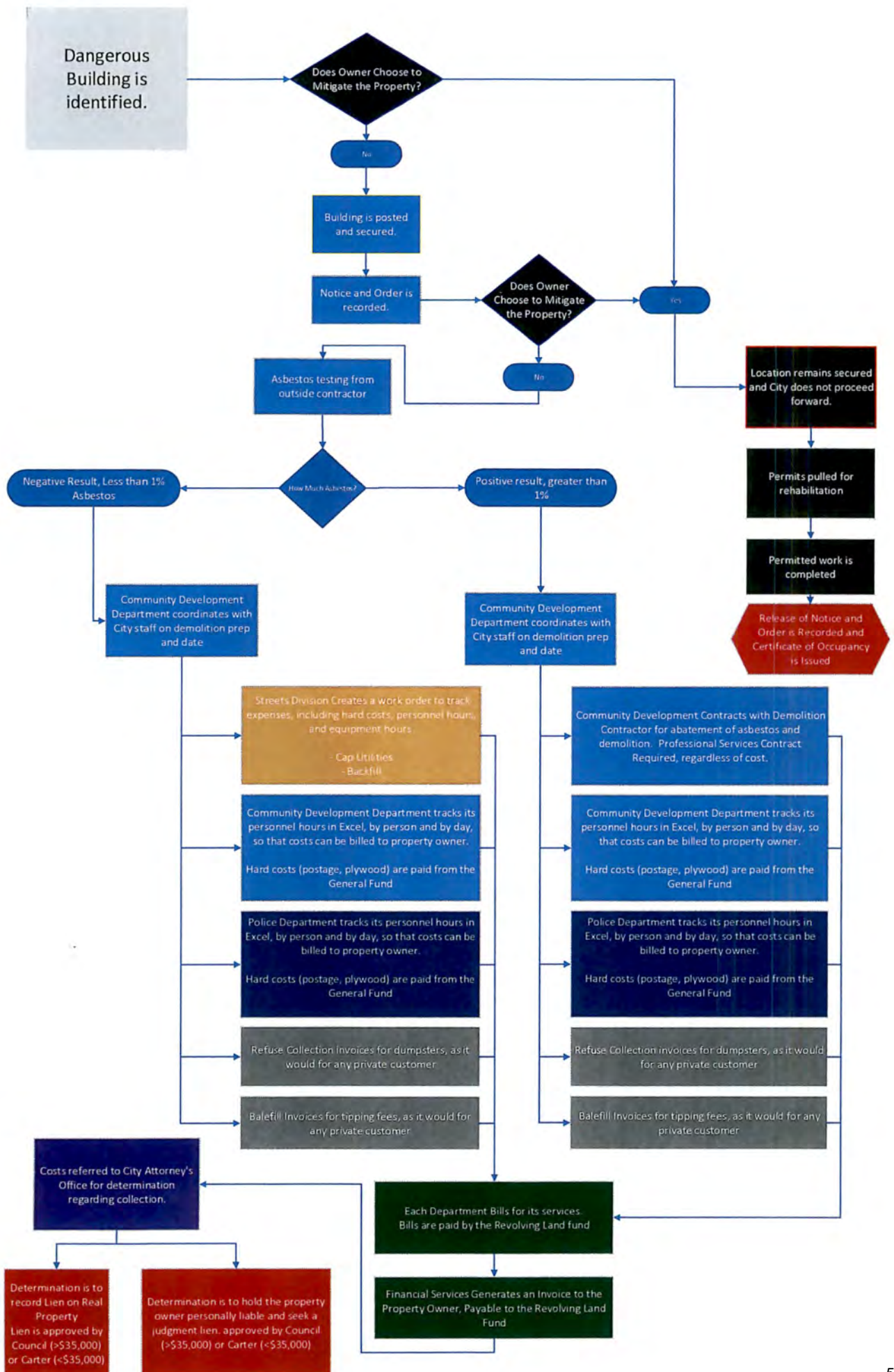
The City of Casper Building Division is responsible for enforcing all City of Casper municipal and building codes, and performing all inspections required by municipal code and the International Codes.

Attachments:

Dangerous Buildings Flow Chart.

1988 Edition of the Uniform Code for the Abatement of Dangerous Buildings Posting Criteria

Before and After Photos of 1523 Westridge Place



Chapter 3 DEFINITIONS

General

Sec. 301. For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in either this chapter or as specified in the Building Code or the Housing Code. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. *Webster's Third New International Dictionary of the English Language, Unabridged*, copyright 1981, shall be construed as providing ordinary accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

BUILDING CODE is the Uniform Building Code promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

DANGEROUS BUILDING is any building or structure deemed to be dangerous under the provisions of Section 302 of this code.

HOUSING CODE is the Uniform Housing Code promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

Dangerous Building (SEE B.I.O.C.D. 20-89)

Sec. 302. For the purpose of this code, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

1. Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.

2. Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.

3. Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.

4. Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.

5. Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

6. Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one-half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.

7. Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.

8. Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.

9. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

10. Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.

11. Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

12. Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

13. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this city, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or city relating to the condition, location or structure of buildings.

14. Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

15. Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

16. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistant construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

17. Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.

18. Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

Chapter 4 NOTICES AND ORDERS OF BUILDING OFFICIAL

General

Sec. 401. (a) Commencement of Proceedings. Whenever the building official has inspected or caused to be inspected any building and has found and determined that such building is a dangerous building, he shall commence proceedings to cause the repair, vacation or demolition of the building.

(b) **Notice and Order.** The building official shall issue a notice and order directed to the record owner of the building. The notice and order shall contain:

1. The street address and a legal description sufficient for identification of the premises upon which the building is located.

2. A statement that the building official has found the building to be dangerous with a brief and concise description of the conditions found to render the building dangerous under the provisions of Section 302 of this code.

3. A statement of the action required to be taken as determined by the building official.

(i) If the building official has determined that the building or structure must be repaired, the order shall require that all required permits be secured therefor and the work physically commenced within such time (not to exceed 60 days from the date of the order) and completed within such time as the building official shall determine is reasonable under all of the circumstances.

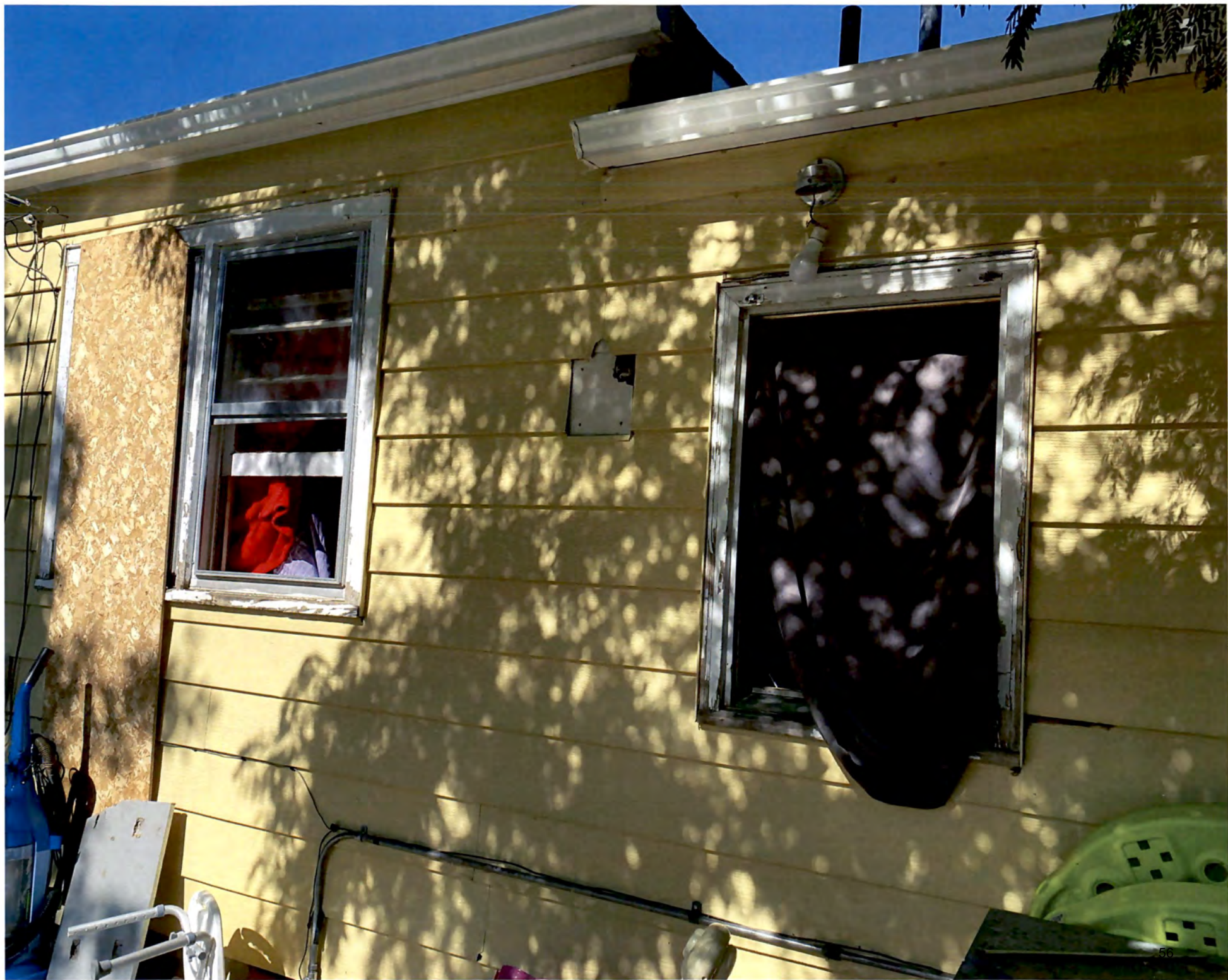
(ii) If the building official has determined that the building or structure must be vacated, the order shall require that the building or structure shall be vacated within a time certain from the date of the order as determined by the building official to be reasonable.

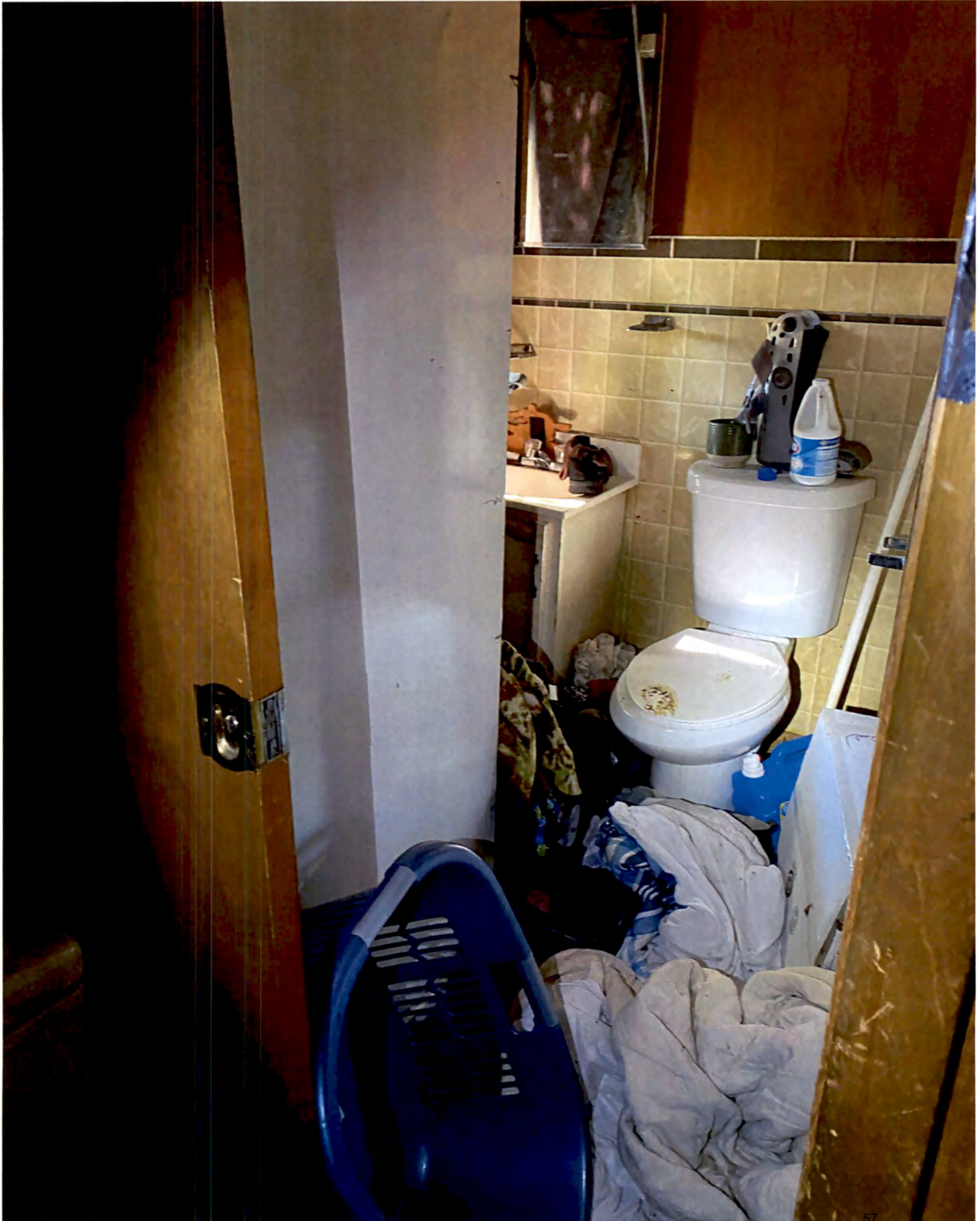
(iii) If the building official has determined that the building or structure must be demolished, the order shall require that the building be vacated within such time as the building official shall determine is reasonable (not to exceed 60 days from the date of the order); that all required permits be secured therefor within 60 days from the date of the order, and that the demolition be completed within such time as the building official shall determine is reasonable.

4. Statements advising that if any required repair or demolition work (without vacation also being required) is not commenced within the time specified, the building official (i) will order the building vacated and posted to prevent further occupancy until the work is completed, and (ii) may proceed to cause the work to be done and charge the costs thereof against the property or its owner.

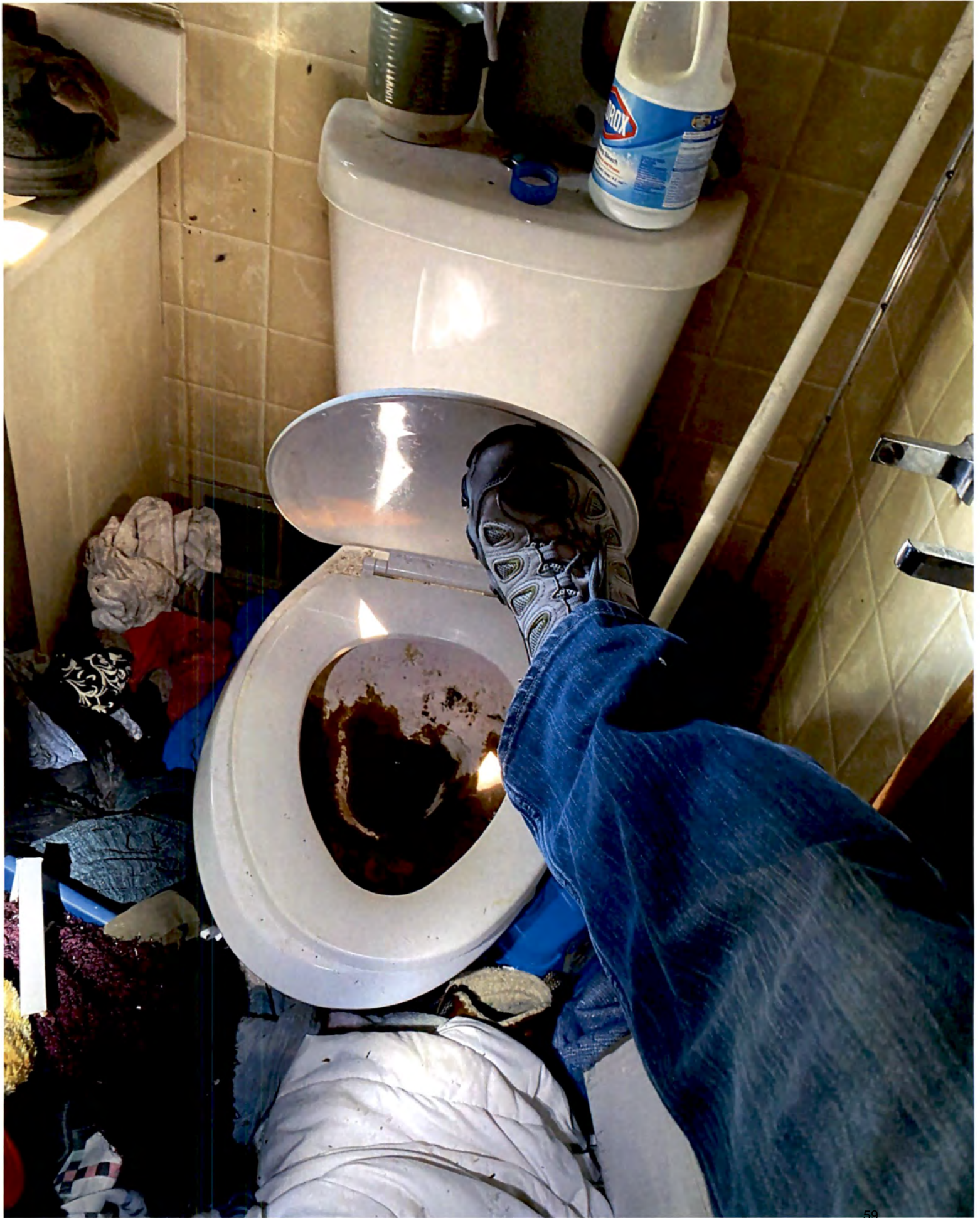
5. Statements advising (i) that any person having any record title or legal interest in the building may appeal from the notice and order or any action of the building official to the Board of Appeals, provided the appeal is made in writing as provided in this code and filed with the building official within 30 days from the date of service of such notice and order; and (ii) that failure to appeal will



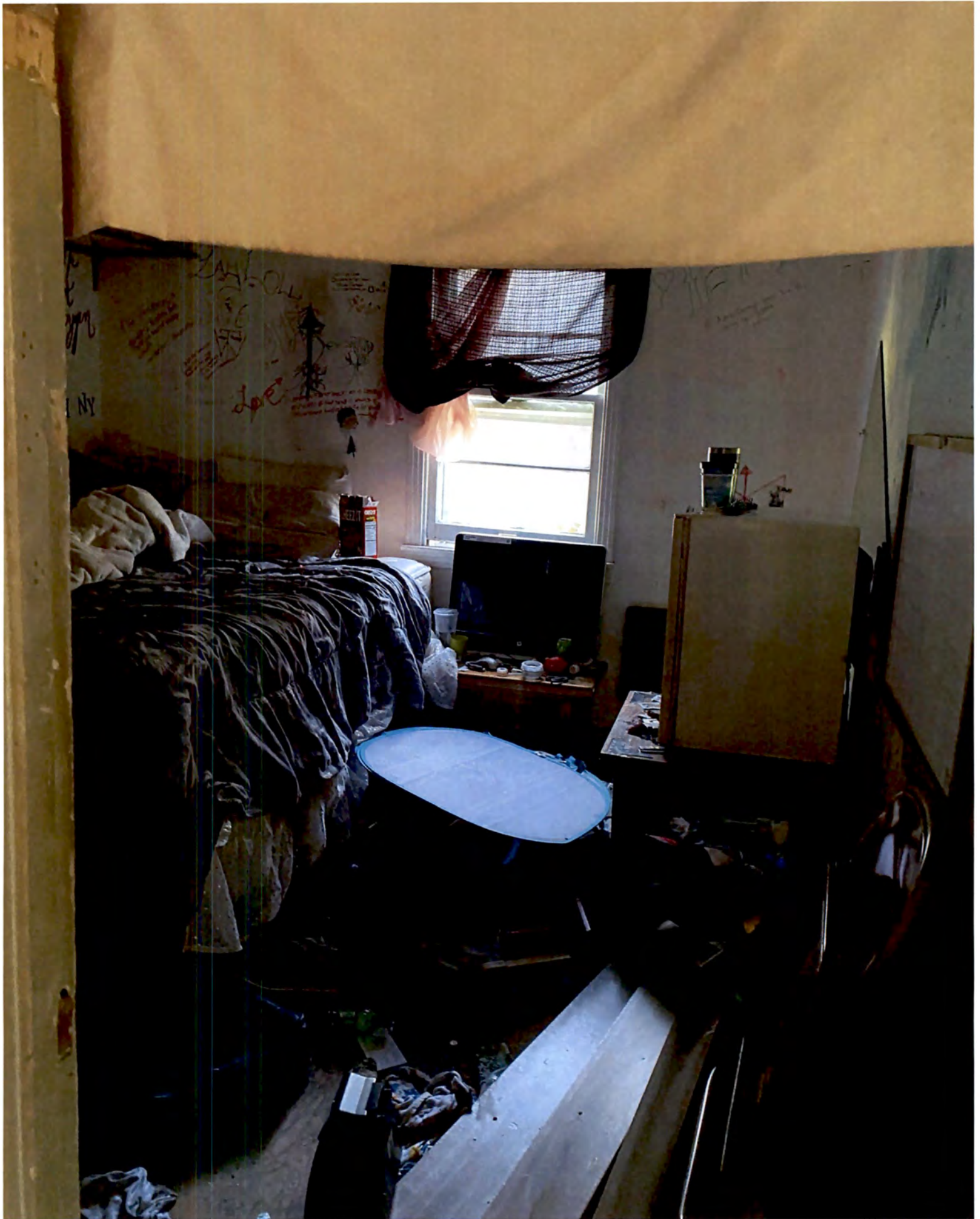


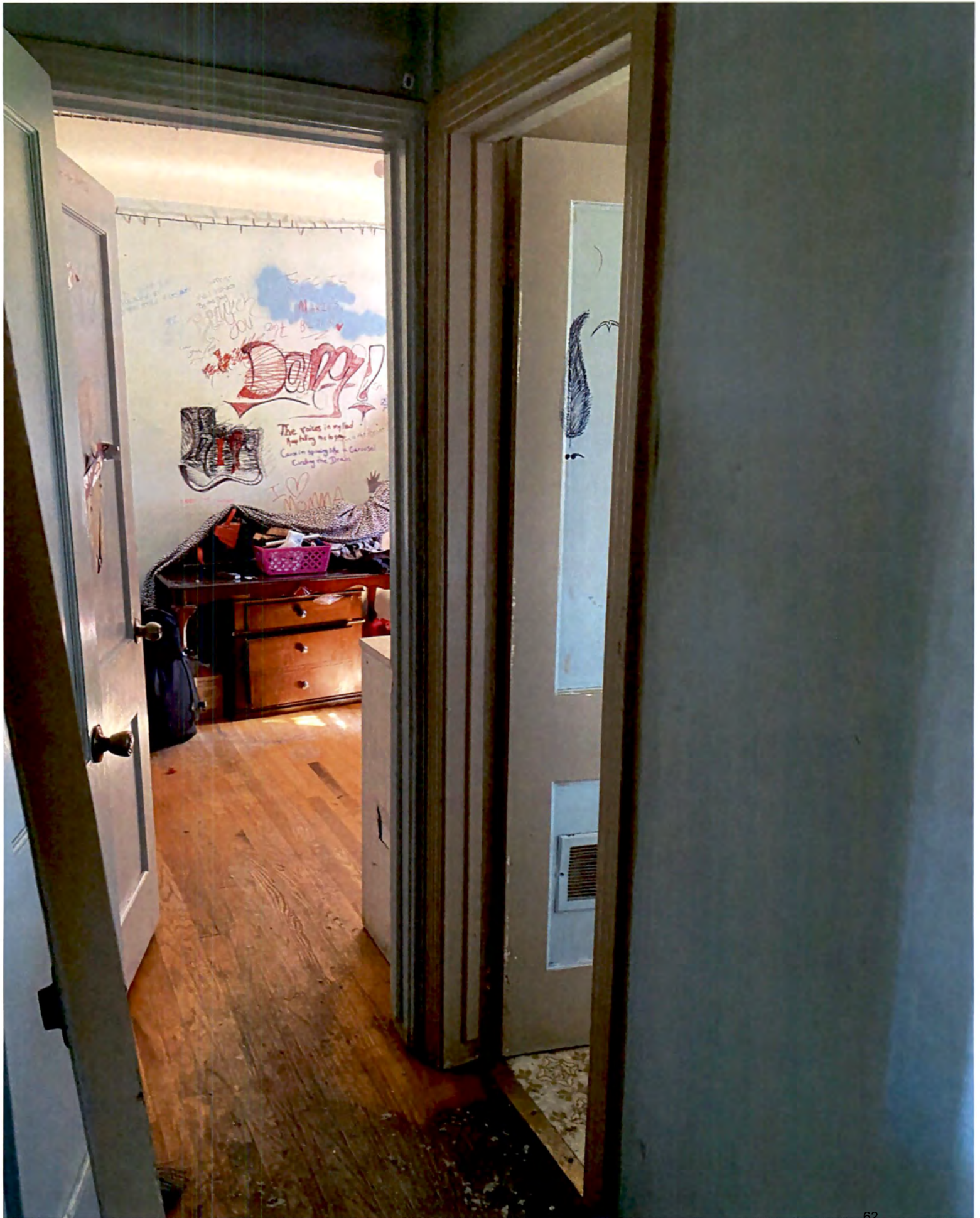


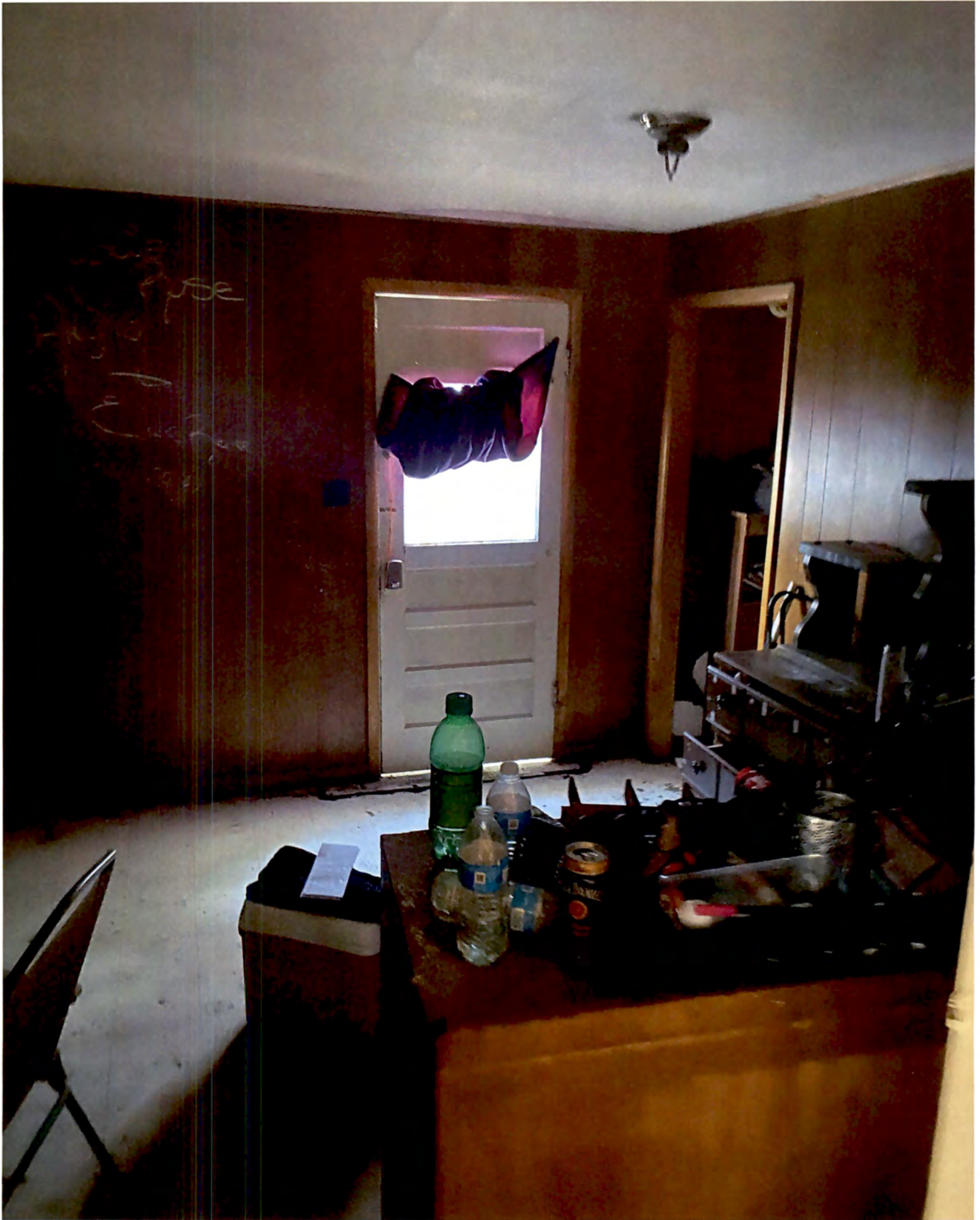




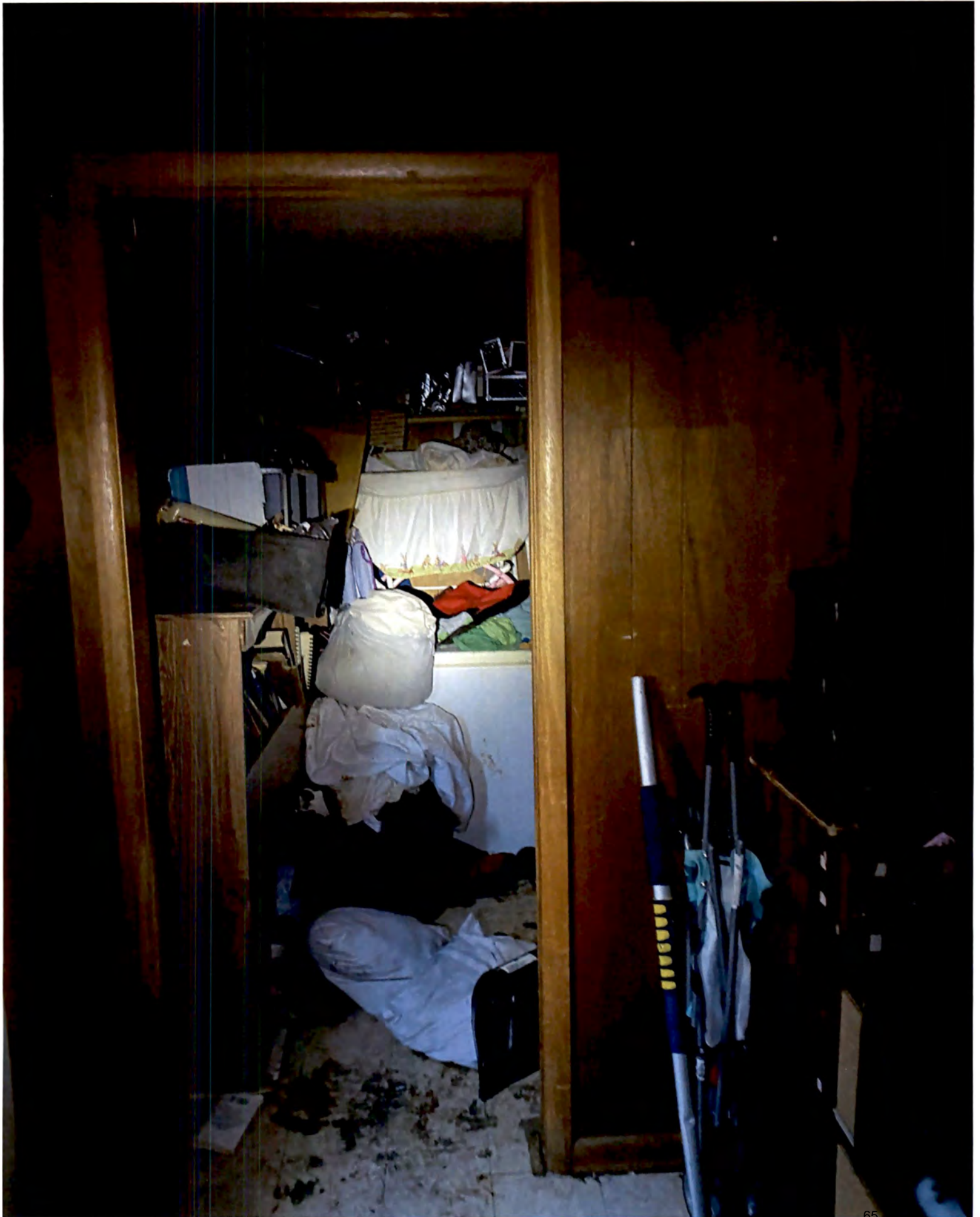


























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1523

























April 17, 2024

MEMO TO: J. Carter Napier, City Manager *77 for Jan*

FROM: Liz Becher, Community Development Director *LB*
Craig Collins, AICP, City Planner/Code Enforcement Div. Mgr. *CC*
Amber Jividen, Code Enforcement Supervisor *AJ*

SUBJECT: Establishing Administrative Fees for Forced Abatements and Towing of Junk Vehicles

Meeting Type and Date:

Council Work Session - April 23, 2024

Action Type:

Direction Requested

Summary:

The Code Enforcement Division previously presented the idea of adding administrative fees to the costs that are billed to responsible parties for forced abatements of code violations at Council work sessions in July of 2023 and February of 2024. Council approved the ordinance change to allow for the imposition of administrative fees at their regular meeting on April 2nd. As promised at that meeting, staff will be presenting a Resolution/Fee Schedule at the May 7, 2024 meeting, which coincides with the third and final reading on the ordinance. The purpose of this memo is to provide the Council with a preview of the fee schedule in order to ensure that the fees are palatable, prior to being presented formally, on third reading.

Staff is suggesting that each forced abatement incur a \$40 administrative fee, that will be added to the actual cost of the abatement. Of course, responsible parties can avoid all costs, including administrative fees, by addressing the violations themselves, once notified by the City.

In order to reduce recidivism, staff is suggesting a thirty percent (30%) multiplier be added to the cost once total abatements for the property exceed \$300 in a single year. The average weed/mowing abatement costs are approximately \$75-\$100; therefore, it would typically take about three (3) abatements by the City for a property owner to incur the additional fee.

The final suggested fee is for towing junk vehicles. The DRAFT resolution suggests a similar fee structure as other abatements, with the caveat that the first vehicle incurs a \$40 administrative fee, and subsequent vehicles be charged an additional 30%. As discussed previously, Code Enforcement often gets utilized by some of the larger apartment complexes to tow junk vehicles from their property. Towing vehicles is very labor intensive for Code Enforcement, involves several site visits over a period of ten (10) days, requires the City to inventory the contents of the

vehicle, and requires the coordination of the towing company. Philosophically, staff suggests that the owners/managers of the properties should be towing the vehicles themselves, as a responsible business owner.

Financial Considerations:

If approved, the administrative fees will allow the City to recoup an estimated \$20,000-\$25,000 per year to more adequately cover the cost of providing Code Enforcement services.

Oversight/Project Responsibility:

Community Development Department – Code Enforcement Division

Attachments:

DRAFT Resolution

Example Fee Calculations

RESOLUTION NO. 24-77

A RESOLUTION ESTABLISHING FEES FOR CITY-PERFORMED ABATEMENTS AND JUNK VEHICLE TOWING.

WHEREAS, the Municipal Code permits the City to charge administrative fees for City-performed abatements and junk vehicle towing concerning Municipal Code violations.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: As authorized by law, the following fee schedule is hereby established for City-performed abatements of violations of Chapters 8.36 (Wrecked and Disabled Vehicles and Junk), 8.40 (Litter Control), 8.44 (Weed and Pest Control), and 12.32 (Trees and Shrubs).

ABATEMENT FEE SCHEDULE

Responsible parties shall be invoiced/billed for the City's actual costs incurred during the abatement of violations, including, but not limited to, legal fees, postage costs, contractor costs, permits, disposal fees, and material testing fees. In addition, administrative fees shall be assessed, in an amount over and above the actual cost of the abatement, as follows:

Abatement costs of \$300 or less: \$40 per abatement.

Abatement costs of \$301 or more: \$40 per abatement, PLUS 30% of the actual costs.

** If there are multiple City-performed abatements associated with the same property, or resulting from the same violation, the responsible party shall be invoiced/billed \$40 per abatement, PLUS 30% if the cumulative total of costs is \$301 or more.

TOWING FEE SCHEDULE

Cost of towing for 1 vehicle: \$40 plus the "Cost of towing."

Cost of towing for 2 or more vehicles: \$40 plus 30% of the "Cost of towing," plus the "Cost of towing"

** "Cost of towing" includes all costs related to the removal of the vehicle, including towing, storage, and disposal costs.

** If there are multiple vehicle tows associated with the same property, or resulting from the same violation, the responsible party shall be invoiced/billed \$40 per abatement, PLUS 30% if the cumulative total of costs is \$301 or more.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2024.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor

DRAFT

Example Administrative Fee Calculations – Forced Abatements


Example 1 (Forced Mowing):

- After adequate notice by the City, and failure to abate the violation themselves, property A has a forced mow by the City in June for weeds. The actual cost is \$125.00, Code Enforcement applies a \$40.00 Administrative charge to the bill of \$125.00, and invoices the responsible party \$165.00.
- Property A again has a forced mow in July, and again the actual cost is \$125.00. Again, a \$40 Administrative fee would be added to the actual cost, and the responsible party would be invoiced \$165.00.
- Property A requires a third forced mowing for the same year in August, and the actual cost is again \$125; however, this time in addition to the flat \$40 Admin fee, an additional 30% fee would be added to the total) because the total amount accrued is greater than \$300 for the year. The total amount invoiced to the responsible party for the third forced abatement would be \$202.50 (\$125 plus \$40 plus \$37.50 = \$202.50).

Example 2 (Towing of Junk Vehicles):

- Property B has what is declared as one (1) junk vehicle on the property. It is inoperable, unlicensed, and declared a public nuisance. After the process of notifying the property owner of the City's intent to abate the nuisance, the City proceeds with removal/towing of the vehicle. The actual cost of towing is \$195.00, and the responsible party is invoiced the actual cost, plus the flat \$40.00 administrative fee. Total invoiced is \$235.
- Property C has what has been declared (3) junk vehicles on their property and has failed to rectify the violation after Code Enforcement has given the responsible party adequate notice. The City tows the (3) junk vehicles. The invoice to the responsible party would be as follows;
 - \$195.00 x 1(first vehicle)
 - \$40.00 Flat admin fee THEN,
 - 30% added to the second and third vehicles, which is \$390.00 (\$195 x 2) plus \$117.00 (\$390 x 30%)
 - Total amount invoiced to the responsible party for towing (3) junk vehicles = \$742.00

April 15, 2024

MEMO TO: J. Carter Napier, City Manager *27 to JCN*
FROM: Tom Brauer, Chief Operating Officer 
Jolene Martinez, Manager of Public Engagement
SUBJECT: WaterSMART Environmental Resource Grant

Meeting Type & Date

Work Session, April 23, 2024.

Action type

Information

Recommendation

Information only.

Summary

On March 7, 2023, Council authorized submission of a Bureau of Reclamation WaterSMART Environmental Resource Grant in an amount of up to \$3 million for river restoration work in the Izaak Walton River Reach on the North Platte River. This grant program focuses on ecological work and specifically named river restoration projects that have a nexus with managing and conserving drinking water resources. The maximum request was \$3 million and requires a minimum 25-percent cash and/or in-kind match. Total project cost could not be more than \$6 million. The Izaak Walton reach of the North Platte River, with its close association with Casper's drinking water resources, was eligible for this grant.

On November 15, 2023, Casper received notice that the submitted grant received some of the highest ratings, and the City was awarded a grant not to exceed \$3 million. Final grant approval requires a scope of services and budgeted cost review. The review has been successfully completed, and Casper is eligible for up to \$3 million in grant funding for the Izaak Walton reach project. A grant contract that will be scheduled for Council review and authorization is expected immediately.

Financial Considerations

Total project cost estimate is \$4,002,329. with a cash match of \$879,000 and an in-kind match of \$123,329. One Percent #16 funding (\$829,000) and a \$60,000 donation from Charles E. Piersall Chapter Izaak Walton League are the cash match sources. City engineering and historian staff oversight and Russian olive removal utilizing City staff and equipment are the in-kind match sources.

Oversight/Project Responsibility

Tom Brauer, Chief Operation Officer
Jolene Martinez, Manager of Public Engagement

April 15, 2024

MEMO TO: J. Carter Napier, City Manager *→ for JCN*
FROM: Tom Brauer, Chief Operating Officer ~~TB~~
Jolene Martinez, Manager of Public Engagement
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Meeting Type & Date

Work Session, April 23, 2024.

Action type

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Recommendation

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Financial Considerations

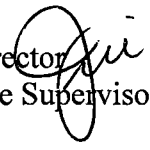
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Oversight/Project Responsibility

Tom Brauer, Chief Operation Officer
Jolene Martinez, Manager of Public Engagement

April 11, 2024

MEMO TO: J. Carter Napier, City Manager ^{37 ← JCN}

FROM: Jill Johnson, Financial Services Director 
Brandy Coyle, Accounts Receivable Supervisor

SUBJECT: Transition to a Service Fee Model for Merchant Processing Accounts with Tyler Payments

Meeting Type & Date

Council Work Session
April 23, 2024

Action type

Direction Requested

Recommendation

Transition merchant processing accounts to a service fee model. This would charge the processing/service fee to the customer instead of the City absorbing the fee for customers who use credit/debit cards.

Summary

In January of 2023, the Casper City Council approved the service fee model for utility customers who pay by credit/debit card. After the successful implementation of this model for utility payments, this model should be expanded to the other departments/divisions who also take credit/debit cards and use the Tyler payments processor.

Currently the City absorbs the credit card fees in the amount of 3.25% to 4.5% of the payment. The service fee model does not change the amount of the fee, just who pays it. The City accepts multiple tenders including cash, checks, money orders, ACH and credit/debit cards; cards are not the only way to pay a bill. The service fee can be eliminated by the customer using a different tender.

It should be noted that different departments/divisions are charged a different % as a fee. This could be due to the customers using company rewards cards or have a potentially higher rate of chargebacks. A minimum fee of between \$2.00 and \$2.50 is paid in lieu of the fee as a % for low dollar payments. If the % as a fee is less than the minimum fee, the minimum fee would be charged. Once the service fee exceeds the minimum fee, the % as a fee would be charged.

Department/Division	Cost Percentage Paid by City	Proposed Percentage Passed to the Customer	Minimum Charge
Cemetery	3.25%	3.25%	2.00
Metro Animal Shelter	3.25%	3.25%	2.00
Police Department	3.25%	3.25%	2.00
Solid Waste	3.25%	3.25%	2.00
Community Development	3.75%	3.75%	2.50
Engineering	3.75%	3.75%	2.50
City Clerk	3.75%	3.75%	2.50
Muni Court	4.50%	4.50%	2.50

Budgetary Impacts

The estimated budgetary savings would be \$14,500 for FY25. Earlier implementation could see a reduction in credit card fees in FY24 however the impact is expected to be minimal.

Oversight/Project Responsibility

Brandy Coyle, Accounts Receivable Supervisor

Attachment

Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING TRANSITION TO A SERVICE FEE MODEL FOR POLICE, CEMETERY, COMMUNITY DEVELOPMENT, ENGINEERING, SOLID WASTE (PARTIAL), CITY CLERK, MUNICIPAL COURT AND METRO ANIMAL SHELTER CREDIT/DEBIT CARD PAYMENTS.

WHEREAS, the City of Casper desires to transition from the City absorbing the credit card fee to the customer paying the credit card fee (service fee model); and,

WHEREAS, the City of Casper desires to implement a service fee model change on all police, cemetery, community development, engineering, solid waste (partial), city clerk (licensing), municipal court and metro animal shelter customers who pay with a credit/debit card; and,

WHEREAS, the current credit card processor is able and willing to implement this change to be effective July 1, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized to make the transition of police, cemetery, community development, engineering, solid waste (Munis receipts only), city clerk (licensing), municipal court and metro animal shelter credit/debit card payments to comport with the service fee model.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2024.

APPROVED AS TO FORM:



ATTEST:

Amanda Ainsworth
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Stephen Cathey
Mayor



Wyoming
Association of
Municipalities
Building Strong Communities

TO: **All Mayors**

FROM: Earla Checchi, Finance Manager

SUBJECT: **Voting Delegates for the 2024 WAM Summer Convention**

DATE: February 26, 2024

We are requesting that your municipality's governing body appoint its **Official Voting Delegate** and **alternate** to WAM's Summer Convention Business Meeting, held Thursday, June 6, 2024, in Pinedale. Items that your Voting Delegate will be voting on may include By-law changes, Resolutions, Membership Dues. **Any** individual member of the association is entitled to speak during the June business meeting. However, when a vote is taken on any action the official voting delegate, or the alternate, is the **only one allowed to vote** for the city or town. Any elected or appointed official/staff may be designated by the city/town as its official voting delegate.

Please complete the attached form and email, mail, or fax it to WAM by Friday, May 24, 2024. We appreciate your cooperation and prompt action on this matter to ensure that each municipality is represented by a person who has been duly authorized by your governing body to take an active role in the business meeting.

If you find your official delegate is not able to attend the conference at the last moment, you may re-appoint someone else. For this change to be accepted we do need the change **in writing**. You may send/fax it to the WAM office by **Friday, May 24** or your voting delegate may bring the written change/authorization to the convention and submit it to the WAM registration desk **by Wednesday, June 5 before 12:00pm.** After that time, changes will not be accepted.

Please contact us with any questions.

Ensure YOUR community has a VOICE and a VOTE at the June business meeting!

**WYOMING ASSOCIATION OF MUNICIPALITIES
2024 WAM SUMMER CONVENTION
OFFICIAL VOTING DELEGATE FORM**

The following person has been selected as the *Official Voting Delegate* for the 2024 WAM Summer Convention Business Meeting in Pinedale, Thursday, June 6, 2024.

City/Town: _____

Name: _____

Title: _____

Alternate Delegate will be: _____

Title: _____

Date Approved by the City/Town Council: _____

Attest: _____ (City/Town Clerk)

PLEASE EMAIL, MAIL OR FAX TO WAM NO LATER THAN May 24, 2024.

315 West 27 Street, Cheyenne, WY 82001

Phone (307) 275-8376, Fax (307) 632-1942 or

Email to Earla Checchi at: checchi@wyomuni.org

April 18, 2024

MEMO TO: J. Carter Napier, City Manager ^{⇒ 7 for JAW}
FROM: Jacob C. Black, Fire Chief
Jack Moore, Deputy Fire Chief
SUBJECT: A Resolution Establishing Service Fees for Fire Self Inspection Program

Meeting Type and Date:

Council Work Session - April 23, 2024

Action Type:

Information Only

Summary:

On May 7, 2024, City Council will conduct the Third Reading of an Ordinance establishing a Fire Self Inspection Program (FSIP). Some of the goals and benefits of the program are as follows:

- The goal of the FSIP is to ease some burden to the Casper Fire-EMS (CF-EMS) department operations and CRR divisions while still providing adequate fire and life safety for the visitors and citizens of the City of Casper.
- This program would be free to the occupancies/businesses that are selected to participate. The FSIP program would provide educational materials to occupancy/business owners and operators that outline fire safety best practices.
- The FSIP program will benefit the City of Casper citizens and the CF-EMS Department by providing a reduction in the frequency that Engine Companies and Fire Code Officials must perform fire inspections in lower acuity occupancies, while ensuring those occupancies still receive an adequate number of fire safety inspections.
- The FSIP program would be available to about 1800 commercial occupancies in Casper.
- The FSIP program is built on the driving tenants of self-disclosure and education, with a non-punitive support system to ensure safe commercial occupancies in the City of Casper.

Prior to adoption of the Ordinance, staff wanted to present a draft resolution to provide the City Council with fee recommendations. Staff are hopeful that the proposed service fees will incentivize participation in the free FSIP.

Commercial occupancies/businesses determined to be eligible for the self-inspection program but elect not to participate or are removed from the FSIP program for non-participation shall be required to have fire inspections performed by the CF-EMS personnel annually. Service fees shall

only be assessed to these FSIP eligible occupancies and businesses that require annual inspection by Casper Fire Department resources but are not participating. Staff are proposing a minimum service fee amounting to \$150.00 for the initial fire inspection and first associated re-inspection then a service fee amounting to \$300.00 for each additional associated re-inspection thereafter.

Financial Considerations:

The implementation of an FSIP program would be budget neutral to the City of Casper. Only those occupancies/businesses requiring inspection by CF-EMS resources on an annual basis will be charged service fees.

Oversight/Project Responsibility:

Jacob Black, Fire Chief

Jack Moore, Deputy Fire Chief

Attachments:

DRAFT Resolution

RESOLUTION NO.

A RESOLUTION ESTABLISHING SERVICE FEES ASSESSED
BY THE CITY OF CASPER UNDER THE FIRE SELF-
INSPECTION PROGRAM.

WHEREAS, the Governing Body of the City of Casper has the authority to adopt ordinances and resolutions necessary for the health, safety, and welfare of the City of Casper and its citizenry pursuant to Wyoming State Statute § 15-1-103(a)(xli); and,

WHEREAS, the City of Casper adopted Ordinance 8-24 codified under Section 15.40.105 of the Casper Municipal Code, establishing a Fire Self-Inspection Program (FSIP), to be administered by the Casper Fire Department for the purpose of maintaining functions necessary for fire prevention; and,

WHEREAS, any owner or occupant of a business, commercial or industrial facility qualifying for the Self Inspection Program but electing not to enroll or failing to successfully complete the Self-Inspection as requested by the Fire Chief, or his designee, in accordance with the procedures established in the Municipal Code, shall be charged a service fee for the fire code official or designee to perform such inspection; and,

WHEREAS, the amount of the service fees shall be set by resolution of the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: The following fee schedule is hereby established for service fees assessed under Section 15.40.105 Self Inspection Program, of the Casper Municipal Code:

SERVICE FEES:

Initial Fire Inspection Fee and First Associated Re-Inspection: \$150.00

Each Additional Associated Re-Inspection Thereafter: \$300.00

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2024.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation


Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor

DRAFT

March 28, 2024

MEMO TO: J. Carter Napier, City Manager ^{77 for JCN}

FROM: Tom Brauer, Chief Operating Officer 
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing an Ordinance Removing Chapter 13.02 in its Entirety and Amending Chapters 13.04, 13.32, and 16.16 of the Casper Municipal Code Pertaining to the Casper Public Utilities (CPU) Advisory Board

Meeting Type & Date

Council Work Session
April , 2024

Action Type

Ordinance

Recommendation

That Council consider removing Chapter 13.02 in its entirety and updating and amending Chapters 13.04, 13.32, and 16.16 of the Casper Municipal Code pertaining to the CPU Advisory Board.

Summary

On June 3, 1991, City Council, by Ordinance 10-91, dissolved the Casper Board of Public Utilities (BOPU) and assumed its role in providing water and sewer services to the community. On that same date, by Ordinance 11-91, City Council established the CPU Advisory Board to assist the City Council in making decisions related to public utilities. Casper Public Utilities operation, maintenance, and management has evolved over the years as has City Councils' understanding of CPU functions. After some 33 years, staff is recommending that the CPU Advisory Board be dissolved in an effort to remove redundancy and improve efficiency and effectiveness of staff time.

The original key functions of the CPU Advisory Board include:

- Hearing damage claims arising out of public utility operations
- At the request of Council, perform investigation and make recommendations concerning utility rates
- Review capital projects and make recommendations to Council
- At the request of Council, provide advice concerning other utility-related matters

Today, damage claims are considered by WARM rather than the CPU Advisory Board, Council considers rates based on information provided by CPU and Finance staff, and capital projects are considered by Council after vetting by CPU staff and in alignment with Council approved rate proforma and fund goals.

During calendar year 2023, only six meetings were held with the Board reviewing and making recommendations on CPU budgets and capital projects, Meter Service fee updates, and heard an appeal related to system investment charges. Based on continual lack of required Board action and the ability of City staff to provide Council with comprehensive data and sound recommendations regarding utility matters, the original need for the CPU Advisory Board has diminished significantly. The time and effort to keep the Board viable outweighs the benefit provided to City staff and ultimately to City Council. While the time has come to update the Municipal Code and dissolve the CPU Advisory Board, City staff would like to extend their sincere gratitude to current and past Board members that have served the City and their community assiduously over the past 33 years.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

Tom Brauer, Chief Operating Officer

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE REMOVING CHAPTER 13.02 IN ITS ENTIRETY AND AMENDING CERTAIN SECTIONS OF CHAPTER 13.04, CHAPTER 13.32, AND CHAPTER 16.16 OF THE CASPER MUNICIPAL CODE, PERTAINING TO THE CASPER PUBLIC UTILITIES ADVISORY BOARD.

WHEREAS, the governing body for the City of Casper has the authority to adopt ordinances necessary for the health, safety, and welfare of the City of Casper and its citizenry pursuant to Wyoming State Statute § 15-1-103(a)(xli); and,

WHEREAS, the governing body for the City of Casper may perform all acts in relation to concerns of the City necessary to exercise its corporate; and,

WHEREAS, the Casper Municipal Code needs updated from time to time.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that Chapter 13.02 is removed in its entirety and the following sections of Chapters 13.04, 13.32, and 16.16 of the Casper Municipal Code are amended and shall be replaced and codified as follows:

Section 1:

Chapter 13.02 shall be deleted in its entirety:

~~13.02.010 Established—Advisory capacity.~~

~~The Casper utilities advisory board, referred to in this chapter as the "board," is established. The board is to act in an advisory capacity to the city council as described in this chapter.~~

~~13.02.020 Membership—Appointment—Vacancies.~~

~~The utilities advisory board shall consist of five members who shall be appointed by the mayor with the advice and consent of the council for the terms specified in this section. Vacancies on the board shall be filled by appointment of the mayor with the advice and consent of the city council, for the unexpired term of the individual replaced.~~

~~13.02.030 Terms—Removal.~~

~~Initially, one member of the board shall be appointed for a term of two years, two members for terms of four years, and two members for terms of six years. Thereafter, each member of the board shall be appointed for a term of six years. Any member of the board may be removed by the mayor with the concurrence of a majority of the city council.~~

~~13.02.040 Functions.~~

~~The board shall function as follows:-~~

- ~~A. The board shall hear damage claims arising out of public utility operations from members of the public and make recommendations as to the resolution of such claims~~

~~to the city council;~~

- ~~B. Upon request of the city council, the board shall perform investigations and make recommendations concerning utility rates;~~
- ~~C. The board shall review public utility capital projects and acquisitions in the conceptual stage and make recommendations to the city council concerning the same; and~~
- ~~D. Upon request of the city council, the board shall provide advice concerning other utility related matters.~~

13.02.050 Meetings.

~~The commission shall meet as needed, but not less frequently than monthly.~~

Section 2:

Amending Section 13.04.030, Definitions as follows:

13.04.030 Definitions.

As used in this chapter:

- A. ~~"Casper utilities advisory board" means the board as established in Chapter 13.02.~~
RESERVED FOR FUTURE USE.
- B. "City" means the governing body of the city of Casper, Wyoming.
- C. "City manager" means the city manager or his appointed designee.
- D. "Permit" means written authorization issued by the city, duly executed, which authorizes the permittee to construct, install or modify the facilities as set forth in this chapter.
- E. "Person" means an individual, partnership, firm, association, joint venture, private corporation, trust, estate, commission, board, private institution, utility, cooperative, or any other legal entity. This definition, for purposes of this chapter does not include any public corporation, or other political subdivisions of the state.
- F. "Private facilities" means those systems or facilities connected or proposed to be connected to the city of Casper water distribution or sewage collection system or facilities which are not owned or controlled by the city and are generally outside of public streets, roadways, alleys and easements.
- G. "Public facilities" means any part of the water distribution or sewage collection system or facilities owned or controlled by the city of Casper and which are within public streets, roadways, alleys and easements.
- H. "Sewage collection system or facility" means a sewerage system, including pipelines, conduits, pumping stations, force mains, and all other construction; devices, appurtenances and facilities used for collection or conducting wastewater to the wastewater treatment plant.
- I. "Water distribution system or facility" means pipelines, conduits, pumping stations, storage facilities and all other construction, devices, appurtenances and facilities used for conducting water from the water production facilities.

Section 3:

Amending Section 13.04.090, Permit Denial, Paragraph C as follows:

- C. If the applicant is dissatisfied with the conditions or denial of any permit issued by the city manager or his assigned designee, ~~he may request a hearing before the five-member Casper utilities advisory board or an administrative hearing examiner designated by the board who shall compile a record for its consideration.~~

~~A request for hearing shall be made in writing within twenty days of notification of this denial to the Casper city manager and shall state the grounds for the request. The hearing shall be conducted pursuant to the regulations of the Casper utilities advisory board and may be conducted as part of the board's regular monthly meeting.~~

~~If the applicant is dissatisfied with the actions of the Casper utilities advisory board, he may request a hearing to the Casper city council.~~

~~a~~A request for hearing shall be made in writing, within twenty days of the board's action notification, to the Casper city manager and shall state the grounds for the request. The city council, through its mayor, is authorized to appoint one or more hearing examiners/officers to preside at and make a record of hearings in contested cases. Such examiners/officers shall have those powers prescribed by law and as set forth in Wyoming Statutes Section 16-3-112(B). The city council shall fix a reasonable time and place for the hearing of the appeal, such date shall not be less than ten nor more than sixty days from the date the request for hearing is filed.

The Casper city council shall render its decision following the hearing.

The actions of the city council are not appealable.

Section 4:

Amending Section 13.32.110, Grease, Oil and Sand Interceptors - General requirements, Paragraph F.1, F.2, and F.5 as follows:

- F. 1. User(s), or tenant(s) who are dissatisfied with city staff decisions regarding grease interceptors, oil and sand interceptors, or inspection manholes, have the right to appeal by requesting a hearing before the ~~public utilities board~~ **CHIEF OPERATING OFFICER**. The request for a hearing shall be made in writing to the ~~city manager~~ **CHIEF OPERATING OFFICER** within ten days of the city staff decision and shall state the grounds for the request. ~~The hearing will be conducted as part of the board's regular monthly meeting.~~
2. If the user(s), owner(s), or tenant(s) are dissatisfied with the actions of the ~~Casper utilities advisory board~~ **CHIEF OPERATING OFFICER**, they may request a hearing before the Casper city council. The request for hearing shall be in writing, within ten days of the ~~Casper utilities advisory board's~~ **CHIEF OPERATING OFFICER'S** decision, to the city manager and shall state the grounds for the request. The city council shall fix the time and place for the hearing of the appeal. Such date shall not be less than ten or more than sixty days from the date that the request for hearing is filed.
3. The Casper city council shall render its decision following the hearing. The decision of

the city council is final and not appealable.

- 4. At any hearing, the user(s), owner(s), or tenant(s) shall be entitled to: present evidence; ask questions of staff and any witnesses; and make argument regarding the decision, the evidence and the appropriate outcome. City staff shall be entitled to: present evidence; ask questions of the petitioners and any witnesses; and make argument regarding the decision, the evidence and the appropriate outcome.
- 5. In any appeals to city council, all documents and other evidence presented at the hearing to the ~~public utilities board~~ **CHIEF OPERATING OFFICER** shall be forwarded to council ~~along with either a transcript or recording of the utilities board hearing and any written decisions made by the utilities board.~~

Section 5:

Amending Section 16.16.020 General Engineering Principles for Casper Streets and Utilities, Paragraph J.8 as follows:

Connection charge fees will be assessed in a similar manner for both townhouses and condominiums. Connection charge fees will be assessed, as determined by ~~the~~ Casper public utility ~~STAFF advisory board~~ and approved by the council.

Section 6:

Amending Section 16.16.030 Water and Sewer, Paragraph E as follows:

- E. Water and Sewer Agreements. For all plats, replats, and extensions of water and sewer service, a subdivision agreement or water and sewer service contract must be consummated. All outside city agreements must be approved by ~~both the Casper public utilities advisory board and~~ the Casper city council.

Section 7:

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

PASSED on first reading this ____ day of _____, 2024.

PASSED on second reading this ____ day of _____, 2024.

PASSED, APPROVED AND ADOPTED on third and final reading this ____ day of _____, 2024.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor