

COUNCIL MEETING AGENDA

**Casper City Council
City Hall, Council Chambers
Tuesday, February 5, 2019, 6:00 p.m.**



COUNCIL POLICY PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, or Second or Third Reading Ordinance, Must Submit a Request to the **City Clerk's Office by 12:00 Noon on the Monday Immediately** Preceding the Council Meeting, or May Speak During the Communications From Persons Present.
- III. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Direct all questions/comments to the Mayor and only the Mayor.
 - No personal attacks on staff or Council.
 - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

3. CONSIDERATION OF MINUTES OF THE JANUARY 22, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JANUARY 29, 2019
4. CONSIDERATION OF BILLS AND CLAIMS
5. BRIGHT SPOTS IN OUR COMMUNITY – ROTARY YOUTH EXCHANGE STUDENT FRANCISCO DELUCA
6. BRIGHT SPOTS IN OUR COMMUNITY – WYOMING READS PROGRAM
7. COMMUNICATIONS
 - A. From Persons Present
8. ESTABLISH DATE OF PUBLIC HEARING
 - A. Consent
 1. Establish February 19, 2019, as the Public Hearing Date for Consideration of:
 - a. Ordinance **Amending Chapter 10.60** of the Casper Municipal Code – **Abandoned Vehicles**.
9. PUBLIC HEARINGS
 - A. Ordinance
 1. **Amending Section 10.24.010** of the Casper Municipal Code. (**Speed Zone** Near the **Wyoming Medical Center**)
 2. **Zone Change** of Lots 4, 5, & 6, Block 19, **Wyoming Industrial Park Addition** (Replat Block 19, Lots 4-8), Located at 1037 & 1005 Foster Road, and 925 Salt Creek Parkway, from PUD (Planned Unit Development) to M-1 (Limited Industrial).
 - B. Minute Action
 1. **New Resort Liquor License No. 7** for Avana Fund I, LLC d/b/a Ramada Plaza Riverside Hotel & Convention Center Casper, Located at 300 West F Street to Casper, LLC d/b/a **Ramada Plaza Riverside Hotel & Convention Center Casper**, Located at 300 West F Street.
 2. Transfer of Ownership for **Retail Liquor License No. 36**, Owned by Urban Market Wines, LLC d/b/a **Urban Bottle Wine & Spirits**.

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10. THIRD READING ORDINANCE

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

1. Communications from Persons Present

11. SECOND READING ORDINANCES

- A. Amending Chapter 6.04 of the Casper Municipal Code - **Animal Care and Control Ordinance**

1. Communications from Persons Present

- B. Amending Chapter 5.08 of the Casper Municipal Code - **Liquor License Ordinance**

1. By Minute Action, **Table the Second Reading**, until February 19, 2019.

12. RESOLUTIONS

- A. Consent

1. Approving the Proposed **Casper Bus Route Changes**.
2. Authorizing the Execution of an M-54 Utility License with the **Wyoming Department of Transportation** for the Installation of a 1.5-inch, Schedule 80, **Low Pressure Sanitary Sewer Service Line** to Provide Sewer Service to **11105 and 11115 West US Highway 20/26**.
3. Authorizing a **Transportation Alternatives Program Agreement** with the **Wyoming Department of Transportation** for the Morad Park to Walmart Trail Project, in the Amount of \$220,325.60.
4. Authorizing a Contract for Professional Services with **Civil Engineering Professionals, Inc.**, in the Amount of \$90,000 for the **North Beverly Street Improvements Project**.
5. Authorizing a Contract for Professional Services with **CH2M Hill Engineers, Inc.**, in the Amount of \$254,985, for the **Wastewater Treatment Plant Secondary Treatment Improvements Project**.

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12. RESOLUTIONS (continued)

A. Consent

6. Authorizing Change Order No. 1 with **ITC Electrical Technologies** for a Time Extension of 445 Days for Substantial Completion, 430 Days for Final Completion, and a Price Deduction of \$30,675 for the **Sam H. Hobbs Wastewater Treatment Facility Emergency Generator Project**.
7. Authorizing Amendment No. 1 to the Contract for Professional Services with **ARCADIS U.S., Inc.**, in the Amount to \$21,000, for the **Sam H. Hobbs Wastewater Treatment Facility Emergency Generator Project**.
8. Declaring Certain City-Owned Property, **Portable Volleyball Equipment System** and **GamePlex Rink System**, as **Surplus Property**.
9. Declaring Certain City-Owned Property, **Zamboni Ice Resurfacer**, as **Surplus Property**.

13. MINUTE ACTION

A. Consent

1. Approving the Purchase of Fifty-two (52) **Ballistic Vest Carriers and Accessories** and an Additional Fifty-two (52) **Ballistic External Vest Carriers Without Accessories**, in the Amount of \$31,148, from **Galls Safety and Survival Gear**.
2. Appointment of **Planning and Zoning Commissioners** to the **Old Yellowstone District Advisory Committee**.
3. Authorizing **Additional Appointments** to the **Council's Boards and Commissions**.

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

15. ADJOURN INTO EXECUTIVE SESSION – TWO LAND ITEMS AND DONATION(S)

16. ADJOURNMENT

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Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, February 19, 2019– Council Chambers

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

Work sessions

4:30 p.m. Tuesday, February 12, 2019 – Council Meeting Room

4:30 p.m. Tuesday, February 26, 2019– Council Meeting Room

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

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COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
January 22, 2019

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, January 22, 2019. Present: Councilmembers Bates, Freel, Huber, Johnson, Lutz, Pacheco, Walsh and Mayor Powell. Absent: Councilmember Hopkins. Moved by Councilmember Walsh, seconded by Councilmember Pacheco, to, by minute action, excuse the absence of Councilmember Hopkins. Motion passed.

2. PLEDGE OF ALLEGIANCE

Citizen Nicholas Wales led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Walsh, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the January 8, 2019, regular Council meeting, as published in the Casper-Star Tribune on January 18, 2019. Motion passed.

4. BILLS & CLAIMS

Moved by Councilmember Johnson, seconded by Councilmember Huber, to, by minute action, approve payment of the January 22, 2019, bills and claims, as audited by City Manager Napier. Motion passed.

	Bills & Claims 01/22/19	
33 MileRdImp	svcs	\$234.64
ABaedke	Reimb	\$26.25
AirInnovations	Refund	\$3,000.00
AMBI	Services	\$1,958.21
Ameritech	Services	\$2,000.19
AndrnHunt	Services	\$55,128.57
ArrowheadHeating	Services	\$278.92
AtIntcElect	Services	\$4,794.99
Balefill	Services	\$106,065.14
BankOfAmerica	Goods	\$275,524.43
BArellano	Reimb	\$494.29
BHEnergy	Services	\$11,167.00
BMartin	Reimb	\$1,387.80
CarolinaSoftware	Services	\$700.00
Caselle	Services	\$75.00
CasparBuildSystems	Services	\$417,348.18
CasperHousingAuth	Projects	\$170.00
CasperPubUtilities	Services	\$135.95
Centurylink	Services	\$18,803.22
Ch2mHill	Services	\$47,434.52

ChildrensAdvocacyProject	Funding	\$11,421.45
CityofCasper	Services	\$27,795.63
CivilEngineeringProfessionals	Projects	\$33,752.50
CommTech	Goods	\$125,663.83
Comtronix	Services	\$4,129.00
CowdinCleaning	Services	\$1,428.00
DaveLodenConstruction	Projects	\$560.00
DavidsonMech	Goods	\$42,006.15
Dell	Goods	\$2,772.86
DeltaDental	Services	\$36,642.63
DesertMtn	Goods	\$27,280.87
DPCIndustries	Goods	\$7,055.16
DrfldHldngsCorp	Services	\$162.50
DrvrAlliantIns	Ins	\$7,197.53
DvdsnFxdMgmt	Services	\$3,891.72
E Becher	Reimb	\$228.00
ElectramicAssoc	Services	\$4,000.00
EngDsgnAssoc	Services	\$814.50
EnvironmentalCivilSolutions	Services	\$2,693.40
ErosionCtrlApp	Services	\$3,418.25
FirstData	Services	\$5,352.95
FirstInterstateBank	Services	\$352.54
FirstInterstateBank	Services	\$1,130.36
GarageDoorDudes	Services	\$130.00
GeerInvstmnts	Services	\$1,200.00
GlobalSpect	Funding	\$138,000.70
GolderAssociates	Services	\$24,410.97
Hach	Goods	\$2,473.82
HLP	Goods	\$2,880.00
HMikel	Refund	\$7.31
Homax	Goods	\$92,589.76
HopperDisp	Services	\$15,232.00
InbergMillerEngineers	Services	\$1,150.50
ISC	Supplies	\$54,637.20
ITCElec	Services	\$1,408.80
JBroneck	Reimb	\$220.49
JCarlson	Reimb	\$30.00
JMcLean	Reimb	\$225.97
JTLGroup	Services	\$65,149.81
Kiwanis	Services	\$228.00
Krohne	Supplies	\$25,179.00
KStewart	Refund	\$12.49
KubwaterResources	Goods	\$5,398.90

LisasSpicnSpan	Services	\$1,175.00
LMccartney	Reimb	\$39.32
MBooth	Refund	\$50.67
MEaddy	Refund	\$5.61
MFrias	Refund	\$41.09
Motorola	Services	\$3,725.99
MunicipalCodeCorp	Goods	\$663.28
MunicipalTrtmnt	Supp	\$21,550.00
NC Library	Funding	\$54,480.50
NCHalthDept	Funding	\$22,727.50
NCOff	Funds	\$481.00
NSarver	Refund	\$373.34
OneCallofWy	Services	\$182.25
Pepsi	Goods	\$400.90
Peterbilt	Goods	\$88,467.00
PillarStructuralEng	Projects	\$1,138.75
PoliceDept	Services	\$152.87
PostalPros	Services	\$2,764.09
ProforceLawEnforcement	Goods	\$4,499.00
PwdrRiverConst	Services	\$125,457.66
PwdrRvrConst	Services	\$5,423.67
RailroadManagement	Services	\$235.41
RegionalWater	Services	\$281,470.90
RockyMtnPower	Services	\$78,054.80
RYoung	Reimb	\$441.06
SGould	Refund	\$423.50
SheetMetalSpec	Goods	\$2,835.00
Smarsh	Services	\$1,716.00
SRyden	Reimb	\$100.00
StarTribune	Services	\$2,007.80
StarTribune	Services	\$1,195.24
StellarProgramming	Services	\$2,125.00
StevensEng	Services	\$4,438.00
TDominguez	Refund	\$25.00
TopOffice	Goods	\$187.80
TownSquareMedia	Services	\$915.00
TretoConstruction	Projects	\$55,652.60
TrihydroCorp	Projects	\$2,126.00
TrojansFC	Services	\$1,760.00
UWCo-opExt	Services	\$25,136.00
VisionServicePlan	Services	\$1,133.80
WardwellWater&Sewer	Services	\$14.00
WERCSCommunications	Services	\$1,003.55

WesternPlainsLandscaping	Services	\$60,016.95
WesternWaterConsult	Services	\$5,820.55
WolcottGalleria	Services	\$497.50
WorthingtonLenhart&Carpenter	Services	\$11,965.00
WstPlnsLndscp	Retain	\$725.00
WyDeptAgriculture	Services	\$25.00
WyDeptRevenue	Taxes	\$85,591.75
WyDoorSvc	Reprs	\$280.00
WYDOT	Services	\$4,487.51
WySrCtzns	Funding	\$4,702.95
WYSymphony	Funding	\$10,255.15
WyWaterDevCommission	Services	\$9,750.00
Zunesis	Services	\$4,090.63
		\$2,722,046.79

5. BRIGHT SPOT

Mayor Powell welcomed Dave Branson, of the Greater Wyoming Big Brothers Big Sisters program, and read a proclamation honoring national mentoring month. Mayor Powell thanked Mr. Branson and all of the mentors involved in the program and stressed the importance and need for the mentoring of our youth. Mr. Branson thanked the Council for their support.

6. COMMUNICATIONS FROM PERSONS PRESENT

No citizens addressed the Council.

7. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Huber, seconded by Councilmember Walsh, to, by minute action, establish February 5, 2019, as the public hearing date for the consideration of: amending Section 10.24.010 of the Casper Municipal Code; rezoning of Lots 4-6, Block 19 Wyoming Industrial Park Addition (Replat Block 19, Lots 4-8) located directly south of the intersection of Foster Road and Salt Creek Parkway, from PUD (Planned Unit Development) to M-1 (Limited Industrial); new Resort Liquor License No. 7 for Avana Fund I, LLC d/b/a Ramada Plaza Riverside Hotel & Convention Center Casper, located at 300 West F Street to Casper, LLC d/b/a Ramada Plaza Riverside Hotel & Convention Center Casper, located at 300 West F Street; and, transfer of ownership for Retail Liquor License No. 36, owned by Urban Market Wines, LLC d/b/a Urban Bottle Wine & Spirits. Motion passed.

8.A.1 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the repealing and replacing of Chapter 6.04 – Animal Care and Control. City Attorney Henley entered one (1) exhibit: correspondence from John Henley to the Casper City Council and J. Carter Napier, dated January 9, 2019. City Manager Napier provided a brief report. Speaking in support were: Linda Terrell, 2250 E. 3rd; Dennis Steensland, 533 S. Washington; Angela Emery, Executive Director of the Platte River Trails Trust; Ken Schafer 232 S. Lennox; Nicholas Wales, 906 E. 17th; Megan Schafer 232 S. Lennox; Andrew Zawislanski, 1441

Hazelwood; Bruce English, 3761 Carmel; and Wendy Schuetz, 526 Lind. Speaking in opposition were: Mileage Mike Harrison, 742 N. Jefferson; Ken Kozola, 4830 Yesness; and Rod Taylor, 1722 Westridge. Many citizens and Councilmembers had questions during the public hearing, and there was some discussion of the matter. There being no others to speak for or against the issues involving the animal care and control ordinance, the public hearing was closed. Following ordinance read:

ORDINANCE NO. 1-19

AN ORDINANCE REPEALING AND REPLACING CHAPTER
6.04 – ANIMAL CARE AND CONTROL OF THE CASPER
MUNICIPAL CODE.

Councilmember Walsh presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Bates. Councilmember Walsh provided an overview of the key points of the ordinance. Council discussed the ordinance. Moved by Councilmember Huber, seconded by Councilmember Walsh to amend paragraph 7.b.i. and 7.b.ii of the ordinance. The amendment would involve: **off owner's property or on owner's property**, remove language about parked vehicles, and allow animals to be confined by use of fencing or other secure enclosures or by tethering. Councilmember Bates voted nay on the amendment. Motion to amend passed. Moved by Councilmember Huber, seconded **by Councilmember Johnson to amend the paragraph 7.b.iv to delete "or cemetery"**. Councilmember Walsh asked if this would clearly require dogs to be on leash in the cemetery. City Attorney Henley said the leash requirement would be implied. Council briefly discussed if dogs should be allowed on a City-owned golf course, but no motion for this action was made. All Councilmembers voted aye on the motion to amend the ordinance. Councilmember Walsh pointed out a typographical error in 6.04.035 – Dog exhibition, show and training permit, where (5) was indicated rather than (3). City Attorney Henley and City Manager Napier indicated that this would be corrected and would not require a motion to amend. Council then voted on the ordinance, as amended twice, motion passed.

8.A.2 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the ordinance amending Chapter 5.08 – Alcoholic Beverages. City Attorney Henley entered one (1) exhibit: correspondence from John Henley to the Casper City Council and J. Carter Napier, dated January 9, 2019. City Manager Napier provided a brief report. Speaking in support was Matt Galloway, representing the Natrona County Liquor Dealers. Moved by Councilmember Huber, seconded by Councilmember Lutz to suspend the rules and allow Mr. Galloway additional time to address Council because he was representing a group. Motion to amend the rules passed. Councilmembers asked numerous questions which were addressed by Mr. Galloway and City Attorney Henley. Next Michael Reid, 1615 Luker addressed Council. Councilmembers also had questions for Mr. Reid, which he addressed. Then Travis Taylor, 5130 Blackmore, addressed Council. Moved by Councilmember Bates, seconded by Councilmember Huber, to suspend the rules to allow Mr. Taylor additional time to address Council. Councilmember Walsh voted nay, motion to suspend the rules passed. Councilmembers asked Mr. Taylor questions, which he addressed. There being no others to speak for or against the issues involving the ordinance amending Chapter 5.08, the public hearing was closed. Following ordinance read:

ORDINANCE NO. 2-19
AN ORDINANCE AMENDING CHAPTER 5.08 OF THE
CASPER MUNICIPAL CODE.

Councilmember Huber presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Freel. Council discussed the matter. Moved by Mayor **Powell, seconded by Councilmember Huber to insert the phrase “on the premises of a licensed establishment” in paragraph (a) of Section 5.08.510 between the words “person” and “who”**. Council discussed the amendment. Mayor Powell voted aye. Motion to amend failed. Council then voted on the ordinance, as presented. Councilmembers Johnson and Lutz voted nay. Motion passed.

9. ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 25-18
AN ORDINANCE APPROVING A REPLAT, SUBDIVISION
AGREEMENT AND ZONE CHANGE FOR THE ELKHORN
VILLAGE ADDITION SUBDIVISION IN THE CITY OF
CASPER, WYOMING.

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

10. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-11
A RESOLUTION AUTHORIZING A CONTRACT FOR
PROFESSIONAL SERVICES WITH CH2M HILL
ENGINEERS, INC. FOR ENGINEERING SERVICES
RELATED TO DEVELOPMENT OF A BUSINESS PLAN FOR
THE CASPER PUBLIC UTILITIES DIVISION.

RESOLUTION NO. 19-12
A RESOLUTION AUTHORIZING AN AGREEMENT WITH
PLAYGROUND HOUND, LLC, DBA LUCKYDOG
RECREATION, FOR THE 2019 PLAYGROUND
EQUIPMENT IMPROVEMENTS, PROJECT NO. 18-070.

RESOLUTION NO. 19-13
A RESOLUTION AUTHORIZING A FINAL ACCEPTANCE
CERTIFICATE WITH THE WYOMING DEPARTMENT OF
TRANSPORTATION FOR THE ROBERTSON ROAD SOUTH
PATHWAY.

RESOLUTION NO. 19-14
A RESOLUTION AUTHORIZING CHANGE ORDER NO. 4
WITH ANDREEN HUNT CONSTRUCTION, INC. FOR THE
CASPER ZONE III WATER SYSTEM IMPROVEMENTS,
PROJECT NO. 13-38.

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

11. MINUTE ACTION— CONSENT

Moved by Councilmember Walsh, seconded by Councilmember Johnson, to, by consent minute action:

- 1) application for taxicab company license for Eagle Cab, located at 2804 Coulter Drive;
- 2) authorize and sign the conditional sale agreements for seventy (70) new YDRA EFI Yamaha Golf Cars and three (3) YU1A Yamaha Golf Cars, from Masek Golf Car Co., Gering, Nebraska;
- 3) authorize the purchase of one (1) new single axle truck with hydro excavator body, from CMI TECO, in the total amount of \$397,849, before trade; and
- 4) authorize appointments to **the Council's Boards and Commissions.**

Motion passed.

12. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke briefly on the meeting. Councilmember Walsh suggested that Council provide a reason before suspending the rules. No other Councilmembers brought forward any topics for further discussion.

13. ADJOURNMENT

Mayor Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, January 29, **2019, in the Council's meeting room; and, a regular** Council meeting to be held at 6:00 p.m., Tuesday, February 5, 2019, in the Council Chambers. Moved by Councilmember Walsh, seconded by Councilmember Bates, to, by minute action adjourn. Motion passed. The meeting was adjourned at 9:10 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

A.M.B.I. & SHIPPING, INC.	18-12-469 POSTAGE	\$2.45
	Subtotal for Cost Center City Manager:	\$2.45
	19-01-023 FIRST CLASS POSTAGE	\$613.57
	Subtotal for Cost Center Code Enforcement:	\$613.57
	18-12-475 POSTAGE	\$1.74
	Subtotal for Cost Center Council:	\$1.74
	18-12-472 December Mail Service	\$6.95
	Subtotal for Cost Center Fire:	\$6.95
	19-01-023 FIRST CLASS POSTAGE	\$0.16
	19-01-023 FIRST CLASS POSTAGE	\$1.55
	Subtotal for Cost Center Metropolitan Planning:	\$1.71
	19-01-023 FIRST CLASS POSTAGE	\$109.82
	Subtotal for Cost Center Planning:	\$109.82
	18-12-478 POSTAGE	\$10.44
	Subtotal for Cost Center Recreation:	\$10.44
	Vendor Subtotal:	\$746.68
ALYSSA BAEDKE	RIN0029252 TRAVEL REIMBURSEMENT	\$30.00
	Subtotal for Cost Center Police:	\$30.00
	Vendor Subtotal:	\$30.00
AMERI-TECH EQUIPMENT CO.	20036 NEW 90'S	\$29,675.12
	Subtotal for Cost Center Refuse Collection:	\$29,675.12
	Vendor Subtotal:	\$29,675.12
ANDRITZ SEPARATION INC.	8480087471 DW BLD AIR CONDITIONING UNITS	\$28,474.53
	Subtotal for Cost Center Waste Water:	\$28,474.53
	Vendor Subtotal:	\$28,474.53

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

BILL/JOAN WADE	1105020 UTILITY REFUND	\$33.91
	Subtotal for Cost Center Water:	\$33.91
	Vendor Subtotal:	\$33.91
BLACK HILLS ENERGY	AP000232011019 NATURAL GAS	\$311.82
	Subtotal for Cost Center Aquatics:	\$311.82
	AP000229011019 NATURAL GAS	\$4,501.42
	RIN0029219 LANDFILL FLARE OPERATIONS	\$16.26
	RIN0029219 LATE FEE	\$0.83
	Subtotal for Cost Center Balefill:	\$4,518.51
	AP000230011019 NATURAL GAS	\$2,892.21
	Subtotal for Cost Center Fire:	\$2,892.21
	AP000194011019 NATURAL GAS	\$3,122.16
	Subtotal for Cost Center Fleet Maintenance:	\$3,122.16
	AP000192011019 NATURAL GAS	\$1,179.71
	Subtotal for Cost Center Metro Animal:	\$1,179.71
	AP000222011019 NATURAL GAS	\$200.79
	Subtotal for Cost Center Parks:	\$200.79
	AP000228011019 NATURAL GAS	\$8,779.24
	Subtotal for Cost Center Waste Water:	\$8,779.24
	AP000231011019 NATURAL GAS	\$1,541.09
	Subtotal for Cost Center Water:	\$1,541.09
	RIN0029217 ENERGY HEAT	\$8,315.02
	Subtotal for Cost Center Water Treatment Plant:	\$8,315.02
	Vendor Subtotal:	\$30,860.55
BRENNTAG PACIFIC, INC.	BPI907563 FECL3 2400 BRYAN EVANSVILLE RD	\$9,293.66
	Subtotal for Cost Center Waste Water:	\$9,293.66
	Vendor Subtotal:	\$9,293.66

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

BROWN, WHITNEY	0032449894 UTILITY REFUND	\$8.71
	Subtotal for Cost Center Water:	\$8.71
	Vendor Subtotal:	\$8.71
CASPER AREA TRANSPORTATION COALITION	2018-1201 DECEMBER 18 FTA CATC EXPENSES	\$31,579.02
	2018-1202 DECEMBER 18 FTA BUS EXPENSES	\$30,554.49
	2018-1203 DECEMBER 18 CITY CATC EXPENSES	\$31,560.44
	2018-1204 DECEMBER 18 CITY BUS EXPENSES	\$30,544.68
	RIN0029235 2-16 PASSENGER BUSES	\$141,164.00
	Subtotal for Cost Center C.A.T.C.:	\$265,402.63
	RIN0029241 FY19 ORPHANED CAP FUNDING	\$9,637.50
	RIN0029242 FY19 ORPHANED CAP FUNDING	\$4,075.00
	Subtotal for Cost Center Capital Projects - City Manager:	\$13,712.50
	Vendor Subtotal:	\$279,115.13
CASPER DOWNTOWN DEVELOPMENT AUTHORITY	1A 2018 DDA PLANTERS	\$2,000.00
	Subtotal for Cost Center Parks:	\$2,000.00
	Vendor Subtotal:	\$2,000.00
CASPER POLICE DEPARTMENT	RIN0029193 UNDERCOVER BUY FUND REIMB	\$936.84
	Subtotal for Cost Center Police:	\$936.84
	RIN0029192 ALCOHOL STINGS BUY FUND REIMB	\$866.01
	Subtotal for Cost Center Police Grants:	\$866.01
	Vendor Subtotal:	\$1,802.85
CASPER STAR TRIBUNE - SUBSCRIPTIONS	RIN0029249 NEWSPAPER SUBSCRIPTION CMO	\$473.00
	Subtotal for Cost Center City Manager:	\$473.00
	Vendor Subtotal:	\$473.00
CDW GOVERNMENT, INC.	QSS0595 ZEBRA ZEL 4000D	\$7.24
	Subtotal for Cost Center Balefill:	\$7.24

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

QSS0595 ZEBRA ZEL 4000D	\$124.86
Subtotal for Cost Center Information Technology:	\$124.86
QSS0595 ZEBRA ZEL 4000D	\$10.86
Subtotal for Cost Center Refuse Collection:	\$10.86
QSS0595 ZEBRA ZEL 4000D	\$9.05
Subtotal for Cost Center Sewer:	\$9.05
QSS0595 ZEBRA ZEL 4000D	\$7.24
Subtotal for Cost Center Waste Water:	\$7.24
QSS0595 ZEBRA ZEL 4000D	\$21.71
Subtotal for Cost Center Water:	\$21.71
Vendor Subtotal:	<hr/> \$180.96

CENTRAL PAINT & BODY

33343 BODY SHOP REPAIRS/ INS 1830CA	\$1,268.36
33327 INS CLAIM NO. 1264CA/ 111186	\$861.00
Subtotal for Cost Center Fleet Maintenance:	\$2,129.36
Vendor Subtotal:	<hr/> \$2,129.36

CENTURYLINK

RIN0029265 PHONE USE	\$491.62
Subtotal for Cost Center Communications Center:	\$491.62
AP000143011519 VOIP	\$373.48
Subtotal for Cost Center Finance:	\$373.48
RIN0029218 PHONE USE	\$154.58
Subtotal for Cost Center Metro Animal:	\$154.58
RIN0029220 PHONE USE	\$45.77
Subtotal for Cost Center Municipal Court:	\$45.77
RIN0029233 PHONE USE	\$42.54
RIN0029257 PHONE USE	\$63.78
Subtotal for Cost Center Sewer:	\$106.32
Vendor Subtotal:	<hr/> \$1,171.77

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

CH2M HILL, INC.	701068CH002 WWTP MCC REPLACEMENT PROJ	\$15,375.09
	Subtotal for Cost Center Waste Water:	\$15,375.09
	Vendor Subtotal:	\$15,375.09
CHECK FREE PAY	88136076 ACCT#2650307658 PYMT RTRN	\$224.69
	Subtotal for Cost Center General Fund Revenue:	\$224.69
	Vendor Subtotal:	\$224.69
CHRIS MILLER	96420664 REIMBURSE DAMAGED EYE GLASSES	\$242.20
	Subtotal for Cost Center Police:	\$242.20
	Vendor Subtotal:	\$242.20
CIGNA HEALTH & LIFE INSURANCE COMPANY	2403213 BENEFITS PAYABLE	\$11,626.03
	Subtotal for Cost Center Health Insurance:	\$11,626.03
	Vendor Subtotal:	\$11,626.03
CITY OF CASPER	1343/169214 YEARLY ALARM LICENSE FEE	\$10.00
	Subtotal for Cost Center Fleet Maintenance:	\$10.00
	5128/171215 JANUARY 19 MONTHLY MPO GIS FEE	\$581.98
	5128/171215 JANUARY 19 MONTHLY MPO GIS FEE	\$5,537.64
	5128/171309 OCT-DEC ADVANC GIS SUPPORT-MPO	\$38.07
	5128/171309 OCT-DEC ADVANC GIS SUPPORT-MPO	\$362.28
	Subtotal for Cost Center Metropolitan Planning:	\$6,519.97
	Vendor Subtotal:	\$6,529.97
CITY OF CASPER - BALEFILL	525/171256 SANITATION	\$15.19
	525/171385 SANITATION	\$19.60
	Subtotal for Cost Center Hogadon:	\$34.79
	2772/171276 SANITATION	\$5,507.60
	2772/171258 SANITATION	\$5,636.96
	2772/171191 SANITATION	\$5,355.70
	2772/171301 SANITATION	\$4,699.89

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

2772/171421 SANITATION	\$4,858.35
2772/171477 SANITATION	\$4,910.29
2772/171548 SANITATION	\$5,286.12
2772/171343 SANITATION	\$5,053.37
2772/171157-170 SANITATION	\$5,791.31
2772/171404 SANITATION	\$6,032.39
2772/171352-387 SANITATION	\$5,956.93
2772/171571 SANITATION	\$5,190.08

Subtotal for Cost Center Refuse Collection: **\$64,278.99**

1276/171255 SANITATION	\$116.62
1276/171547 SANITATION	\$90.16
1276/171340 SANITATION	\$114.66
1276/171155 SANITATION	\$146.51
1276/171403 SANITATION	\$142.59

Subtotal for Cost Center Waste Water: **\$610.54**

Vendor Subtotal: **\$64,924.32**

COMMUNICATION TECHNOLOGIES, INC.

84924 REPAIR TO UNIT 233	\$51.50
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Subtotal for Cost Center Police: **\$51.50**

Vendor Subtotal: **\$51.50**

COMTRONIX, INC.

49716 TELEPHONES FROM LOBBY TO PE	\$200.40
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Subtotal for Cost Center Police: **\$200.40**

Vendor Subtotal: **\$200.40**

COURT APPOINTED SPECIAL ADVOCATES OF NATRONA

RIN0029240 ORPHANED CAP FUNDING	\$3,351.43
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Subtotal for Cost Center Capital Projects - City Manager: **\$3,351.43**

Vendor Subtotal: **\$3,351.43**

CRIME SCENE INFORMATION

157-12-080 CRIME STOPPERS LINE NOV	\$86.25
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157-12-083 CRIME STOPPERS LINE	\$109.87
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Subtotal for Cost Center Police: **\$196.12**

Vendor Subtotal: **\$196.12**

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

CVIC INC.	3474 STAIRWELL RAIL OSHA SAFETY	\$5,018.00
	Subtotal for Cost Center Water Treatment Plant:	\$5,018.00
	Vendor Subtotal:	\$5,018.00
DAN HART PATROL SERVICE, LLC	7 BALEFILL CLOSURE - EARTHWORKS	\$27,397.47
	7 BALEFILL CLOSURE - EARTHWORKS	\$88,119.50
	7 RETAINAGE 17-039	-\$5,775.84
	7R RETAINAGE 17-039 EARTHWORKS	\$5,775.84
	Subtotal for Cost Center Balefill:	\$115,516.97
	Vendor Subtotal:	\$115,516.97
DAN TANNER	RIN0029215 CLOTHING ALLOWANCE	\$79.73
	Subtotal for Cost Center Water Treatment Plant:	\$79.73
	Vendor Subtotal:	\$79.73
DAVID FERGUSON	RIN0029232 STEEL TOE BOOTS, PER POLICY	\$80.00
	Subtotal for Cost Center Sewer:	\$80.00
	Vendor Subtotal:	\$80.00
DAVIDSON MECHANICAL, INC.	RIN0029216 RFND BID BOND 18-087	\$2,210.85
	Subtotal for Cost Center General - Engineering:	\$2,210.85
	Vendor Subtotal:	\$2,210.85
DEJONG, GARRETT/GEORGANN	0032449896 UTILITY REFUND	\$52.54
	Subtotal for Cost Center Water:	\$52.54
	Vendor Subtotal:	\$52.54
DELL MARKETING LP	10292476173 ACROBAT	\$126.37
	Subtotal for Cost Center Police:	\$126.37
	10290088003 Software for Safety programs	\$126.37

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

Subtotal for Cost Center	Property & Liability Insurance:	\$126.37
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Vendor Subtotal:	\$252.74
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DESERT MTN. CORP.

18-64329 ICE SLICER	\$5,266.47
18-64330 ICE SLICER	\$5,383.41
18-64331 ICE SLICER	\$5,422.85
18-64332 ICE SLICER	\$5,286.87
18-64328 ICE SLICER	\$5,356.21
18-64263 ICE SLICER	\$5,410.61
18-64327 ICE SLICER	\$5,397.01

Subtotal for Cost Center	Streets:	\$37,523.43
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Vendor Subtotal:	\$37,523.43
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ECONOMIC DEVELOPMENT JOINT POWERS BOARD

FY2019-3 FY19 3RD QTR AGENCY FUNDING	\$106,121.00
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Subtotal for Cost Center	Social Community Services:	\$106,121.00
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Vendor Subtotal:	\$106,121.00
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ELIZABETH KLOKE

0000008 GRAPHIC DESIGN	\$450.00
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Subtotal for Cost Center	City Manager:	\$450.00
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Vendor Subtotal:	\$450.00
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FIRST DATA MERCHANT SVCS CORP.

REMI1373213 CREDIT CARD FEES	\$230.92
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Subtotal for Cost Center	Code Enforcement:	\$230.92
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REMI1373214 CREDIT CARD FEES	\$83.74
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Subtotal for Cost Center	Engineering:	\$83.74
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REMI1373205 CREDIT CARD FEES	\$1,485.87
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Subtotal for Cost Center	Finance:	\$1,485.87
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REML1373209 CREDIT CARD SERVICES	\$39.59
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Subtotal for Cost Center	Metro Animal:	\$39.59
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REMI1373212 CREDIT CARD MACHINE FEE	\$50.12
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Subtotal for Cost Center	Police:	\$50.12
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Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

Vendor Subtotal:	\$1,890.24
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FIRST INTERSTATE BANK

RIN0029259 SECURE DEPOSIT BAGS	\$37.40
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Subtotal for Cost Center Code Enforcement:	\$37.40
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RIN0029231 GIFT CARDS CWC	\$180.00
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Subtotal for Cost Center Human Resources:	\$180.00
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Vendor Subtotal:	\$217.40
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FIRST INTERSTATE BANK - PETTY CASH

RIN0029250 PETTY CASH - POLICE	\$182.40
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Subtotal for Cost Center Police:	\$182.40
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Vendor Subtotal:	\$182.40
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GEOSYNTEC CONSULTANTS INC

33363307 CRL ANNUAL MONITORING/REPORTIN	\$1,125.40
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Subtotal for Cost Center Balefill:	\$1,125.40
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Vendor Subtotal:	\$1,125.40
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GLOBAL SPECTRUM L.P.

0000995-IN FEBRUARY 2019 NOL FUNDS	\$82,909.91
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84b4cd4b65 ATM WITHDRAW DEC 18 FUNDS	\$2,660.00
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84b4cd4b65-2 ORDER FEE INCOME DEC 18 FNDS	\$4,405.00
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14e48c3907 COC BABY BOOMER COMEDY SHOW	\$2,768.59
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Subtotal for Cost Center Casper Events Center:	\$92,743.50
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0000263-IN CATERING EMPLOYEE MEETING	\$208.00
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Subtotal for Cost Center City Manager:	\$208.00
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0000982-IN LEGISLATIVE DINNER	\$1,488.00
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Subtotal for Cost Center Council:	\$1,488.00
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0000980-IN CATERING EMPLOYEE BREAKFAST	\$3,500.00
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Subtotal for Cost Center Human Resources:	\$3,500.00
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Vendor Subtotal:	\$97,939.50
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GOLDER ASSOCIATES

534315 BALEFILL EMP&ACM UPDATES18-043	\$2,610.05
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RIN0029254 ACM MEETING SUPPORT	\$2,002.50
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Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

535096 5-YEAR AIR EMISSIONS MON/REPOR	\$3,541.00
Subtotal for Cost Center Balefill:	\$8,153.55

Vendor Subtotal:	\$8,153.55
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GREATER WYOMING BIG BROTHERS, BIG SISTERS

2015-32 FY19 1%#15 ONE CENT FUNDING	\$11,413.58
Subtotal for Cost Center Capital Projects - City Manager:	\$11,413.58

Vendor Subtotal:	\$11,413.58
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GREINER MOTOR CO - CASPER

100662 101225 PTU CRACKED/ WIRING	\$2,321.25
Subtotal for Cost Center Fleet Maintenance:	\$2,321.25

Vendor Subtotal:	\$2,321.25
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GREY, STUART

0032449890 UTILITY REFUND	\$22.72
Subtotal for Cost Center Water:	\$22.72

Vendor Subtotal:	\$22.72
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GSG ARCHITECTURE

17604 DESIGN & CONST ADMIN FOR FIRE	\$18,516.64
Subtotal for Cost Center Fire:	\$18,516.64

Vendor Subtotal:	\$18,516.64
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HDR ENGINEERING, INC.

1200133304 WATER RIGHTS & SUPPLY ANALYSIS	\$379.79
Subtotal for Cost Center Water:	\$379.79

Vendor Subtotal:	\$379.79
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HITEK COMMUNICATIONS

2544 PATCH CORDS FOR NETWORK PROJ	\$681.56
Subtotal for Cost Center Information Technology:	\$681.56

Vendor Subtotal:	\$681.56
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INTERFAITH OF NATRONA COUNTY INC

RIN0029245 1ST QTR ORPHANED CAP FUNDING	\$14,750.00
RIN0029246 2ND QTR ORPHANED CAP FUNDING	\$14,750.00

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

SCOTT, INC.	Subtotal for Cost Center Capital Projects - City Manager:	\$29,500.00
	Vendor Subtotal:	<u>\$29,500.00</u>
ISC, INC/VENTURE TECHNOLOGIES	SIN028164 REPLACE EV PHONE IN LOBBY	\$164.82
	Subtotal for Cost Center Police:	\$164.82
	Vendor Subtotal:	<u>\$164.82</u>
ITC ELECTRICAL TECHNOLOGIES	RIN0029263 EMERGENCY GENERATOR FY17301P11	\$297,597.55
	RIN0029263 RETAINAGE 11-074	-\$29,759.76
	RIN0029264 RETAINAGE 11-074	\$29,759.76
	Subtotal for Cost Center Waste Water:	\$297,597.55
	Vendor Subtotal:	<u>\$297,597.55</u>
IZA HILL	RIN0029062 TRAVEL EXPENSES	\$22.25
	Subtotal for Cost Center Police Grants:	\$22.25
	Vendor Subtotal:	<u>\$22.25</u>
JASON SPEISER	RIN0029199 Jason Speiser Tuition Reimb	\$467.31
	RIN0029200 Jason Speiser Tuition Reimb	\$477.20
	Subtotal for Cost Center Fire:	\$944.51
	Vendor Subtotal:	<u>\$944.51</u>
JKC ENGINEERING	RIN0029223 #18-079 2019 CRL SURVEY	\$1,925.00
	Subtotal for Cost Center Balefill:	\$1,925.00
	Vendor Subtotal:	<u>\$1,925.00</u>
JOHNSON, BETH	0032449891 UTILITY REFUND	\$55.73
	Subtotal for Cost Center Water:	\$55.73
	Vendor Subtotal:	<u>\$55.73</u>

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

KNIFE RIVER/JTL	186441 COVER MATERIALS	\$433.29
	Subtotal for Cost Center Balefill:	\$433.29
	Vendor Subtotal:	\$433.29
KROHNE INC	S01 / 84857 FLOWMETER, CONVERTER, FREIGHT	\$4,362.39
	S01 / 84859 FLOWMETER, CONVERTER, FREIGHT	\$4,362.39
	Subtotal for Cost Center Water:	\$8,724.78
	Vendor Subtotal:	\$8,724.78
KUBWATER RESOURCES, INC	08252 ZETAG 7593 DRY POLYMER	\$5,398.90
	Subtotal for Cost Center Waste Water:	\$5,398.90
	Vendor Subtotal:	\$5,398.90
LAWRY, KATHERINE	0032449892 UTILITY REFUND	\$57.32
	Subtotal for Cost Center Water:	\$57.32
	Vendor Subtotal:	\$57.32
LINCOLN NATL. LIFE INS. CO.	RIN0029238 BENEFITS PAYABLE	\$277.20
	Subtotal for Cost Center Health Insurance:	\$277.20
	Vendor Subtotal:	\$277.20
LISA N HUBBARD	18-012 CONSULTING FOR NEW STATION	\$1,725.00
	Subtotal for Cost Center Police:	\$1,725.00
	Vendor Subtotal:	\$1,725.00
LOWER & CO.	17-066-1 #17-066 10 MILLION GAL POTABLE	\$12,028.75
	Subtotal for Cost Center Water:	\$12,028.75
	Vendor Subtotal:	\$12,028.75
MANLEY BROS. OF	0360218-IN BULK SAND	\$8,145.00

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

INDIANA, INC.	Subtotal for Cost Center Water Treatment Plant:	\$8,145.00
	Vendor Subtotal:	<hr/> \$8,145.00
MARTINEZ, MARTIN	0032449893 UTILITY REFUND	\$42.03
	Subtotal for Cost Center Water:	\$42.03
	Vendor Subtotal:	<hr/> \$42.03
MASON, BROOKE	0032449889 UTILITY REFUND	\$46.15
	Subtotal for Cost Center Water:	\$46.15
	Vendor Subtotal:	<hr/> \$46.15
MATTHEW SUTTON	RIN0029076 WORK BOOT REIMBURSEMENT	\$75.00
	Subtotal for Cost Center Streets:	\$75.00
	Vendor Subtotal:	<hr/> \$75.00
MOTHER SETON HOUSING, INC.	RIN0029244 FY19 ORPHANED CAP FUNDING	\$6,068.30
	RIN0029243 FY19 ORPHANED CAP FUNDING	\$5,661.44
	Subtotal for Cost Center Capital Projects - City Manager:	\$11,729.74
	Vendor Subtotal:	<hr/> \$11,729.74
MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS	AR-65 RENEW DOMAIN	\$119.97
	Subtotal for Cost Center Police:	\$119.97
	Vendor Subtotal:	<hr/> \$119.97
NAHHAS, SILVA	0032449888 UTILITY REFUND	\$46.15
	Subtotal for Cost Center Water:	\$46.15
	Vendor Subtotal:	<hr/> \$46.15
NALCO CHEMICAL CO.	67524581 FECL2 12/26/18 NPSSI-CCF	\$15,945.84
	67530629 FECL2 12/12/18 NPSSI-CCF	\$17,884.80

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

Subtotal for Cost Center Waste Water: **\$33,830.64**

Vendor Subtotal: **\$33,830.64**

NATRONA COUNTY - SHERIFFS' OFFICE

3405 ADULT PRISONER CARE NOV 18 \$78,832.00

3411 ADULT PRISONER CARE DECEMBER \$107,279.12

Subtotal for Cost Center Police: **\$186,111.12**

Vendor Subtotal: **\$186,111.12**

OLSON AUTOBODY & COLLISION CENTER

9237 INS CLAIM NO 1817CA/ 101289 \$2,961.79

Subtotal for Cost Center Fleet Maintenance: **\$2,961.79**

Vendor Subtotal: **\$2,961.79**

P-CARD VENDORS

00083209 BAILEYS ACE HDWE - Purchase \$17.98

00083227 BARGREEN WYOMING 25 - Purchase \$92.10

00083284 AMAZON.COM MB4KK03U1 A - Purch \$79.98

Subtotal for Cost Center Aquatics: **\$190.06**

00083399 SUTHERLANDS 2219 - Purchase \$47.98

00083407 DIAMOND VOGEL PAINT #7 - Purch \$43.86

00083514 BEARING BELTCHAIN00244 - Purch \$16.96

00083515 CASPER CONTRACTORS SUP - Purch \$1,515.65

00083518 GRAINGER - Purchase \$71.35

00083528 TIRE PROFESSIONALS INC - Purch \$1,541.00

00083530 HOSE & RUBBER SUPPLY C - Purch \$215.08

00083531 GRAINGER - Purchase \$45.10

00083533 AmeriGas - Purchase \$59.85

00082381 THE HOME DEPOT 6001 - Purchase \$314.78

00082671 HOWARD SUPPLY COMPANY - Purcha \$372.00

00083136 CRESCENT ELECTRIC 103 - Purcha \$12.20

00083313 NATIONALTOOLWAREHOU - Purchase \$891.45

00083322 HARBOR FREIGHT TOOLS 3 - Purch \$84.83

00083331 WAL-MART #1617 - Purchase \$99.88

00083332 AIRGAS CENTRAL - Purchase \$187.53

00083342 IMLSS COLORADO - Purchase \$617.10

00083345 HARBOR FREIGHT TOOLS 3 - Purch \$225.81

00083390 MENARDS CASPER WY - Purchase \$88.73

00083397 A&H ABRASIVES - Purchase \$140.34

00083403 WEAR PARTS INC - Purchase \$56.00

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

00083409 MENARDS CASPER WY - Purchase	\$138.04
00083423 CONOCO - HOMAX OIL SAL - Purch	\$369.60
00083425 BAILEYS ACE HDWE - Purchase	\$52.94
00083435 OREILLY AUTO #2746 - Purchase	\$49.41
00083444 OREILLY AUTO #2746 - Purchase	\$36.39
00083453 AmeriGas - Purchase	\$1,333.53
00083467 HOSE & RUBBER SUPPLY C - Purch	\$78.18
00083494 BAILEYS ACE HDWE - Purchase	\$426.48
00083462 SHERWIN WILLIAMS 70343 - Purch	\$144.95
00083230 BARGREEN WYOMING 25 - Purchase	\$33.20
00083598 CASPER STAR TRIBUNE - Purchase	\$504.84
Subtotal for Cost Center Balefill:	\$9,815.04

00083363 WAL-MART #1617 - Purchase	\$60.39
00083367 BARGREEN WYOMING 25 - Purchase	\$74.80
00083381 SAMSCLUB #6425 - Purchase	\$89.42
00083406 NORCO INC - Purchase	\$29.50
00083500 Prairie Pella - Wyomin - Purch	\$1,635.00
00083501 DENNIS SUPPLY COMPANY - Purcha	\$7,449.60
00083502 Prairie Pella - Wyomin - Purch	\$294.00
00083539 CASPER WINNELSON CO - Purchase	\$48.88
00082530 LOW HUMIDITY SYSTEMS I - Purch	\$174.84
00082640 CASPER WINNELSON CO - Purchase	\$8.16
00083297 CASPER WINNELSON CO - Purchase	\$2,090.00
00083314 IMLSS COLORADO - Purchase	\$303.17
00083317 LONG BLDG. TECHNOLOGIE - Purch	\$118.00
00083324 IMLSS COLORADO - Purchase	\$303.17
00083341 GRAINGER - Purchase	\$19.89
00083347 MENARDS CASPER WY - Purchase	\$31.41
00083350 CASPER WINNELSON CO - Purchase	\$88.28
00083379 CRESCENT ELECTRIC 103 - Purcha	\$67.71
00083420 GRAINGER - Purchase	\$46.43
00083481 CASPER WINNELSON CO - Purchase	\$43.65
00083483 Prairie Pella - Wyomin - Purch	\$294.00
00083484 CASPER WINNELSON CO - Purchase	\$113.30
00083499 GRAINGER - Purchase	\$57.00
00083272 BLOEDORN LUMBER CASPER - Purch	\$16.18
00083288 BLOEDORN LUMBER CASPER - Credi	-\$359.99
00083291 BLOEDORN LUMBER CASPER - Purch	\$21.96
00083239 BLOEDORN LUMBER CASPER - Purch	\$359.99
00083267 ANIXTER INC - UPS - Purchase	\$30.00
00083271 HENSLEY BATTERY&ELEC - Purchas	\$18.20
Subtotal for Cost Center Buildings & Structures:	\$13,526.94

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

00083217 CASPER STAR TRIBUNE - Purchase	\$172.00
00083217 CASPER STAR TRIBUNE - Purchase	\$172.00
00083238 CASPER STAR TRIBUNE - Purchase	\$46.06
00083238 CASPER STAR TRIBUNE - Purchase	\$46.06
Subtotal for Cost Center C.A.T.C.:	\$436.12
00083535 VZWRLSS IVR VB - Purchase	\$40.01
Subtotal for Cost Center Cemetery:	\$40.01
00083785 THOMSON WEST TCD - Purchase	\$140.43
00083806 THOMSON WEST TCD - Purchase	\$1,294.85
00083589 IMLA - Purchase	\$695.00
00083275 ATLAS OFFICE PRODUCTS - Purcha	\$32.76
00083400 INT IN POWDER RIVER S - Purch	\$72.50
00083522 INT IN POWDER RIVER S - Purch	\$72.50
Subtotal for Cost Center City Attorney:	\$2,308.04
00083874 ARBYS 5439 - Purchase	\$8.03
00083883 EXXONMOBIL 47737275 - Purch	\$32.58
00082650 SMK SURVEYMONKEY.COM - Purchas	\$12.33
00083164 ADOBE CREATIVE CLOUD - Purcha	\$55.64
00081547 SMK SURVEYMONKEY.COM - Purchas	\$12.33
00082232 ADOBE CREATIVE CLOUD - Purcha	\$55.64
Subtotal for Cost Center City Manager:	\$176.55
00083037 NETWORK FLEET. INC. - Purchase	\$227.40
00083193 INT'L CODE COUNCIL INC - Purch	\$1,313.35
00083383 COLORADO CHAPTER OF TH - Purch	\$504.70
00083747 VZWRLSS IVR VB - Purchase	\$54.24
Subtotal for Cost Center Code Enforcement:	\$2,099.69
00083187 MERBACK AWARDS COMPANY - Purch	\$740.29
00081547 SMK SURVEYMONKEY.COM - Purchas	\$12.34
00082775 QDOBA 2895 - Purchase	\$93.80
00082796 STARBUCKS STORE 11862 - Purcha	\$33.90
00082807 DONELLS CANDIES INC - Purchase	\$13.00
00082650 SMK SURVEYMONKEY.COM - Purchas	\$12.34
00082738 3OH7 HOSPITALITY LLC - Purchas	\$92.59
00082746 EGGINGTONS - Purchase	\$118.08
Subtotal for Cost Center Council:	\$1,116.34
00083137 ATLAS - CARTRIDGE PURCHASES	\$24.45
00083137 ATLAS - CARTRIDGE PURCHASES	\$90.05
00083305 XEROX CORPORATION/RBO - Purcha	\$35.42

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

00083384 XEROX CORPORATION/RBO - Purcha	\$168.79
00083642 CASPER CONTRACTORS SUP - Purch	\$124.64
Subtotal for Cost Center Engineering:	\$443.35
00083756 CPU IIT - two computers	\$2,027.98
00083756 CPU IIT - six computers	\$6,252.94
00083294 WAL-MART #1617 - Purchase	\$26.39
00083380 MENARDS CASPER WY - Purchase	\$31.57
Subtotal for Cost Center Finance:	\$8,338.88
00082852 AWARD COM AWARD COM - Purchase	\$32.90
00083132 HOBBY-LOBBY #0233 - Purchase	\$18.89
00083148 INT IN CASPER SAFETY - Purcha	\$453.00
00083213 THE HOME DEPOT #6001 - Purchas	\$47.16
00083290 BEST BUY 00015271 - Credi	-\$99.99
00083337 STAPLES 00114181 - Purch	\$143.25
00082593 AWARD COM - Purchase	\$118.25
00083516 STAPLES 00114181 - Purch	\$67.70
00083563 DIY AWARDS - Purchase	\$303.96
00083449 EXXONMOBIL 47789409 - Purch	\$33.65
00082058 EXXONMOBIL 47626544 - Purch	\$44.42
00082238 BARGREEN WYOMING 25 - Purchase	\$54.40
00082307 EXXONMOBIL 47626544 - Purch	\$54.33
00082310 COWBOY AUTO SPA - Credit	-\$0.48
00082330 COWBOY AUTO SPA - Purchase	\$10.00
00082334 EXXONMOBIL 47626544 - Purch	\$70.59
00082436 LA COSTA MEXICAN RESTA - Purch	\$100.49
00082549 EXXONMOBIL 47626544 - Purch	\$34.82
00082618 AMZN Mktp US M28155LM2 - Purch	\$11.99
00082636 GRAINGER - Purchase	\$30.42
00082638 AMZN Mktp US M263W7AE2 - Purch	\$12.50
00082669 HOBBY-LOBBY #0233 - Purchase	\$17.49
00082689 Amazon.com M230JOAH2 - Purchas	\$49.02
00082733 WPSG, INC - Purchase	\$19.97
00082760 HOBBY-LOBBY #0233 - Purchase	\$59.98
00082857 VULCAN STRENGTH TRAINI - Purch	\$821.28
00082859 ROGUE FITNESS - Purchase	\$2,320.29
00082955 EXXONMOBIL 47626544 - Purch	\$44.62
00082964 AUTOZONE #1294 - Purchase	\$209.99
00082979 ADVANCE AUTO PARTS #74 - Purch	\$17.42
00083002 VZWRLSS MY VZ VB P - Purchase	\$120.03
00083003 SLUMBERLAND FURNITURE - Purcha	\$1,877.88
00083005 ENTENMANN-ROVIN COMPAN - Purch	\$572.50
00083008 FIRE CAM - Purchase	\$79.90

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

00083025 KIMS FINE FURNITURE IN - Purch	\$2,628.00
00083026 VZWRLSS MY VZ VB P - Purchase	\$1,903.80
00083030 STAPLES 00114181 - Purch	\$20.98
00083051 YELLOWSTONE GARAGE - Purchase	\$61.41
00083054 WM SUPERCENTER #3778 - Purchas	\$178.86
00083060 CASPER FIRE EXTINGUISH - Purch	\$293.25
00083072 HARBOR FREIGHT TOOLS 3 - Purch	\$45.19
00083088 ALPINE MOTOR SPORTS - Purchase	\$17.98
00083100 RODOLPH BROTHERS INC - Purchas	\$279.00
00083161 EXXONMOBIL 47626544 - Purch	\$40.63
00083165 KINSCO - Purchase	\$7,261.24
00083188 COMM TECH ROCK SPRIN - Purchas	\$1,159.75
00083210 CPU IIT - Purchase	\$140.00
00083231 BIG LOTS STORES - #444 - Purch	\$14.18
00083247 STAPLES 00114181 - Purch	\$26.24
00083587 INT IN EMERGENCY REPO - Purch	\$200.00
00083593 ATLAS OFFICE PRODUCTS - Purcha	\$18.95
00083641 LAMPS PLUS - 52 - Purchase	\$239.96
00083643 SQU SQ THE FLOUR BIN - Purcha	\$18.40
00083760 RIDLEY'S 1132 - Purchase	\$28.65
Subtotal for Cost Center Fire:	\$22,329.09
00082925 DECKER AUTO GLASS - Purchase	\$285.82
00083037 NETWORK FLEET. INC. - Purchase	\$18.95
00083566 GRAINGER - Purchase	\$51.48
00082938 DECKER AUTO GLASS - Purchase	\$188.08
00082957 DECKER AUTO GLASS - Purchase	\$65.00
00082967 CASPER TIRE 0000705 - Purchase	\$120.00
00082974 CASPER TIRE 0000705 - Purchase	\$20.00
00082984 GRAINGER - Purchase	\$9.72
00082999 ALSCO INC. - Purchase	\$594.78
00083023 SQU SQ MAD TRANSPORTA - Purch	\$232.50
00083059 HONNEN EQUIPMENT 04 - Purchase	\$953.11
00083211 CMI-TECO - Purchase	\$175.95
00083229 CMI-TECO - Purchase	\$51.73
00083236 NORCO INC SCRUBBS COM - Purcha	\$119.59
00083246 NORCO INC SCRUBBS COM - Purcha	\$112.53
00083334 SAFETY KLEEN SYSTEMS B - Purch	\$800.16
00083507 MOUNTAIN STATES LITHOG - Purch	\$46.40
00083616 COMMUNICATION TECH-M - Purchas	\$103.00
Subtotal for Cost Center Fleet Maintenance:	\$3,948.80
00083454 MENARDS CASPER WY - Purchase	\$14.99
00083465 ATLAS OFFICE PRODUCTS - Purcha	\$93.74

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

00083065 ATLAS OFFICE PRODUCTS - Purcha	\$9.03
00083377 CNCIA PARKING - Purchase	\$10.00
Subtotal for Cost Center Fort Caspar:	\$127.76
00083442 THE TORO COMPANY - Purchase	\$7,074.00
Subtotal for Cost Center Golf Course:	\$7,074.00
00083433 WMC HEALTH AND WELLNES - Purch	\$525.00
00083175 USPS PO 5715580945 - Purchase	\$5.64
Subtotal for Cost Center Health Insurance:	\$530.64
00083081 INT IN PRECISION WIND - Purch	\$550.00
00083086 SQ SQ ATLANTIC ELECT - Purch	\$1,520.00
00083098 DION LABEL PRINTING, I - Purch	\$180.67
00083114 MOUNTAIN WEST TECH - Purchase	\$99.90
00083129 STAPLES 00114181 - Purch	\$31.39
00083134 SQ SQ ATLANTIC ELECT - Purch	\$150.00
00083159 ENVIROAQUA CONSULTANTS - Purch	\$195.88
00083273 THE HOME DEPOT #6001 - Purchas	\$15.97
00083325 GRAINGER - Purchase	\$181.28
00083418 THE HOME DEPOT #6001 - Purchas	\$64.15
00083553 MENARDS CASPER WY - Purchase	\$20.95
00083610 THE HOME DEPOT #6001 - Purchas	\$16.74
00083627 THE HOME DEPOT #6001 - Purchas	\$318.00
Subtotal for Cost Center Hogadon:	\$3,344.93
00083045 INTERNATL SOCIETY - Purchase	\$285.00
00083558 TARGET 00001644 - Purch	\$271.99
00083579 PARTY AMERICA CASPER # - Purch	\$13.13
00083584 DICK'S SPORTING GOODS - Purcha	\$44.98
00083590 AMZN MKTP US AMZN.COM/ - Credi	-\$22.81
00083623 HOBBY-LOBBY #0233 - Purchase	\$10.27
00083640 PARTY AMERICA CASPER # - Purch	\$60.50
00083447 AMZN Mktp US MB1PV2AD1 - Purch	\$75.63
00083507 MOUNTAIN STATES LITHOG - Purch	\$23.19
00083285 TARGET 00001644 - Purch	\$743.96
00083309 DOUGH ENTERPRISES LLC - Purcha	\$6.00
00083333 STERLING BACKCHECK - Purchase	\$671.03
00083343 ATLAS OFFICE PRODUCTS - Purcha	\$14.75
00083357 AMBI MAIL AND MARKETIN - Purch	\$50.25
00083372 ACT CITY OF CASPER - Purchase	\$387.75
00083393 SPORTSMANS WAREHOUSE 1 - Purch	\$131.49
00083424 AMZN MKTP US MB39K5ENO - Purch	\$110.00
00083445 AMZN Mktp US MB1YT9E61 - Purch	\$29.10

Bills & Claims

City of Casper

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00083463 ATLAS OFFICE PRODUCTS - Purcha	\$31.73
00083245 ATLAS OFFICE PRODUCTS - Purcha	\$99.72
00083270 BEST BUY 00015271 - Purch	\$100.00
00083655 ALBERTSONS #0060 - Purchase	\$47.94
00083665 ATLAS OFFICE PRODUCTS - Purcha	\$23.10
00083693 SAMS CLUB #6425 - Purchase	\$61.74
00083724 ATLAS OFFICE PRODUCTS - Purcha	\$57.03
Subtotal for Cost Center Human Resources:	\$3,327.47

00083287 SNOW CREST CHEMICALS - Purchas	\$360.00
00083293 SAMSCLUB.COM - Purchase	\$196.74
00083308 GC BUILDING SUPPLY INC - Purch	\$517.84
00083338 PLAYITAGAINSP #11690 - Purchas	\$528.20
00083369 PLAYITAGAINSP #11690 - Purchas	\$640.00
00083387 PLAYITAGAINSP #11690 - Purchas	\$783.18
00083401 FARMER BROTHERS COFFEE - Purch	\$351.36
00083419 ALBERTSONS #0062 - Purchase	\$5.00
00083446 ADOBE PRODUCTS - Credit	-\$5.99
00083448 SAMS CLUB #6425 - Purchase	\$15.38
00083466 SAMS CLUB #6425 - Purchase	\$110.22
00083495 VISTAR ROCKY MOUNTAIN - Purcha	\$138.15
00083509 SQUARE SQ PAPA JOHNS - Purch	\$366.46
Subtotal for Cost Center Ice Arena:	\$4,006.54

00083489 AIRBNB HMSZKNYQ8D - Purchase	\$336.44
00083214 ATLAS OFFICE PRODUCTS - Purcha	\$485.40
Subtotal for Cost Center Information Services:	\$821.84

00083468 CPU IIT - Purchase	\$119.12
Subtotal for Cost Center Information Technology:	\$119.12

00083037 NETWORK FLEET. INC. - Purchase	\$151.60
00083374 UNIFORM ADVANTAGE - Purchase	\$197.52
00083428 UNIFORM ADVANTAGE - Purchase	\$202.46
00083461 UNIFORM ADVANTAGE - Purchase	\$198.37
00083745 CPU IIT - Purchase	\$1,469.00
00083764 NOLAND FEED - Purchase	\$301.60
00083794 ANIMAL CARE EQUIPMENT - Purcha	\$486.20
00083838 WM SUPERCENTER #3778 - Purchas	\$27.72
Subtotal for Cost Center Metro Animal:	\$3,034.47

00083244 WAV WYOMING GEOSPATIA - Purcha	\$22.62
00083244 WAV WYOMING GEOSPATIA - Purcha	\$2.38
00083250 ASSN. OF METRO PLANNIN - Purch	\$350.46

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

00083250 ASSN. OF METRO PLANNIN - Purch	\$36.83
Subtotal for Cost Center Metropolitan Planning:	\$412.29
00083037 NETWORK FLEET. INC. - Purchase	\$126.80
00083552 CASPER CONTRACTORS SUP - Purch	\$38.00
00083575 CASPER CONTRACTORS SUP - Purch	\$37.94
00083265 GEMPLER'S - Purchase	\$253.07
00083320 BLOEDORN LUMBER CASPER - Purch	\$17.52
00083326 PROGREEN EXPO19 - Purchase	\$450.00
00083392 THE HOME DEPOT #6001 - Purchas	\$27.28
00083405 BAILEYS ACE HDWE - Purchase	\$36.74
00083430 PROGREEN EXPO19 - Credit	-\$105.05
00083464 THE HOME DEPOT #6001 - Purchas	\$27.17
00083478 MIRACLE RECREATION - Purchase	\$5,247.00
00083480 BAILEYS ACE HDWE - Purchase	\$7.56
00083813 INT IN ROTARY CLUB OF - Purch	\$241.00
Subtotal for Cost Center Parks:	\$6,405.03
00081547 SMK SURVEYMONKEY.COM - Purchas	\$12.33
00082650 SMK SURVEYMONKEY.COM - Purchas	\$12.33
00083708 PAYPAL PLATTERIVER - Purchase	\$60.00
Subtotal for Cost Center Planning:	\$84.66
00083648 JOZANNAS CASUAL ITALIA - Purch	\$31.73
00083652 CNCIA PARKING - Purchase	\$20.00
00083654 SWEET CAROLINA BARBECU - Purch	\$10.13
00083657 MARKET STREET GRIL SLC - Purch	\$15.73
00083659 SWEET CAROLINA BARBECU - Purch	\$12.26
00083663 CAHOOT'S - Purchase	\$12.55
00083667 LITTLE CAESARS 1989 00 - Purch	\$12.58
00083669 RICOH USA, INC - Purchase	\$44.57
00083670 HEIDIS BROOKLYN DELI - Purchas	\$14.20
00083674 WM SUPERCENTER #5350 - Purchas	\$20.54
00083675 FEDEX 91519304 - Purchase	\$69.17
00083678 PARK DELI TOO - Purchase	\$3.98
00083679 PARK DELI TOO - Purchase	\$6.62
00083681 YELP-GRUBHUBCHOPFUKUS - Purcha	\$21.58
00083685 CAHOOT'S - Purchase	\$15.60
00083687 WAL-MART #1617 - Purchase	\$11.34
00083691 PARK DELI TOO - Purchase	\$4.63
00083692 THRIFTY CAR RENTAL - Purchase	\$200.72
00083697 E&F HOLDING CO. - Purchase	\$135.00
00083707 SOYS SUSHI BAR & GRILL - Purch	\$23.01
00083716 HEIDIS BROOKLYN DELI - Purchas	\$19.85

Bills & Claims

City of Casper

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00083722 PARK DELI TOO - Purchase	\$10.88
00083725 HIGH POINT COFFEE - Purchase	\$2.97
00083735 RESIDENCE INN MURRAY - Purchas	\$340.11
00083750 SOURCE OFFICE - VITAL - Purcha	\$248.92
00083753 PARADIES #9801 SLC - Purchase	\$2.15
00083769 SQ SQ SELF - Purcha	\$155.00
00083773 FLT GEOSYSTEMS - Purchase	\$109.70
00083774 YPS HOMEAWAY HA-SDJN95 - Purch	\$2,677.50
00083786 SAMS CLUB #6425 - Purchase	\$59.12
00083822 PAYPAL NACRJ - Purchase	\$435.00
00083825 SOUTHWES 5262430601511 - Purc	\$381.96
00083829 FBI LEEDA INC - Purchase	\$695.00
00083832 SOUTHWES 5262430617213 - Purc	\$283.96
00083877 INST. OF POLICE TECH & - Purch	\$595.00
00083878 B & B RUBBER STAMP SHO - Purch	\$151.70
00083890 UNITED 01624352706686 - Pur	\$706.10
00083897 LIFE SAVERS CONFERENCE - Purch	\$350.00
00083899 UNITED 01624352565776 - Pur	\$578.10
00083913 SMK SURVEYMONKEY.COM - Purchas	\$384.00
00083915 UNITED 01624352124360 - Pur	\$656.60
00083921 ACFE - Purchase	\$1,425.00
00083386 MURDOCHS RANCH &HOME # - Purch	\$19.99
00083436 FBI NATIONAL ACADEMY A - Purch	\$100.00
00082400 OREILLY AUTO #2746 - Purchase	\$27.29
00082390 BAJA CAFE - Purchase	\$17.88
00082426 POUR LA FRANCE B - Purchase	\$10.75
00082442 S & G CONVENIENCE STOR - Purch	\$7.57
00082452 BISTRO ST MICHAEL - Purchase	\$34.37
00082486 HOTELS.COM154172480604 - Purch	\$359.00
00082488 PAPA MURPHY'S AZ031 - Purchase	\$31.00
00082494 CARIBOU COFFEE - Purchase	\$6.16
00082507 PRESCOTT BREWING CO - Purchase	\$36.53
00082512 CREATIVE FOOD GROUP TU - Purch	\$5.89
00082542 CNCIA PARKING - Purchase	\$25.00
00082546 QT 1490 91014902 - Purch	\$10.59
00082566 DELTA 00623513382450 - Pur	\$933.90
00082567 CHICK-FIL-A - Purchase	\$8.75
00082665 AMZN MKTP US M20NL41M0 - Purch	\$329.10
00083125 BUDGET RENT ACAR TOLLS - Purch	\$4.00
00083170 FIVE GUYS BURGERS & FR - Purch	\$54.80
00083196 GUADALAJARA MEXICAN RE - Purch	\$57.65
00083289 WPY GRACIE UNIVERSITY - Purcha	\$1,790.00
00083300 DUNKIN DONUTS MAIN - Purchase	\$7.94
00083301 MAVERIK #426 - Purchase	\$17.00

Bills & Claims

City of Casper

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00083306 UNIFORMS 2 GEAR - Purchase	\$1,349.61
00083315 BUDGET RENT-A-CAR - Purchase	\$268.48
00083323 R & R REST STOPS - Purchase	\$156.92
00083340 CIRCLE K 01672 - Purchase	\$20.33
00083349 DRURY INNS - Purchase	\$448.94
00083352 CHICK-FIL-A #03335 - Purchase	\$10.00
00083353 ARK ANIMAL HOSPITAL CA - Purch	\$225.50
00083354 DRURY INNS - Purchase	\$614.24
00083356 GALLS - Purchase	\$576.85
00083368 BONEFISH GRILL #8611 - Purchas	\$15.10
00083312 CNCIA PARKING - Purchase	\$20.00
00083362 CITY WOK - Purchase	\$13.72
00083544 LAW ENFORCEMENT SEMINA - Purch	\$350.00
00083569 LAW ENFORCEMENT SEMINA - Purch	\$350.00
00083599 CPU IIT - Purchase	\$265.20
00083599 CPU IIT - Purchase	\$380.00
00083601 EMBASSY SUITES BY HILT - Purch	\$16.80
00083604 CHIPOTLE 2532 - Purchase	\$13.43
00083605 MOUNTAIN STATES LITHOG - Purch	\$230.12
00083609 Uniforms 2 Gear - Purchase	\$134.34
00083613 MOUNTAIN STATES LITHOG - Purch	\$412.75
00083614 JOZANNAS CASUAL ITALIA - Purch	\$24.33
00083615 CHICK-FIL-A - Purchase	\$8.75
00083617 COTTAGE CAFE - Purchase	\$164.80
00083621 UNITED 01626070068221 - Pur	\$30.00
00083625 Uniforms 2 Gear - Purchase	\$507.70
00083632 EMBASSY SUITES BY HILT - Purch	\$15.73
00083636 BBDINER AFORK#194 - Purchase	\$13.00
00083637 MOUNTAIN STATES LITHOG - Purch	\$73.16
00083646 CHICK-FIL-A - Purchase	\$9.34
00083647 MAVERIK #541 - Purchase	\$4.00
00083373 PP WASCOP - Purchase	\$500.00
00083376 UNITED 01626066198842 - Pur	\$30.00
00083382 SPORTSMANS WAREHOUSE 1 - Purch	\$79.99
00083385 CIRCLE K 01672 - Purchase	\$3.80
00083389 UNITED 01624330581871 - Pur	\$446.10
00083413 HOG SADDLE - Purchase	\$910.24
00083426 CIT INTERNATIONAL - Purchase	\$500.00
00083432 AMZN Mktp US MB5I04AJ1 - Purch	\$29.99
00083452 AMZN Mktp US MB4H53A70 - Purch	\$416.90
00083470 POLICEONE - Purchase	\$325.00
00083474 UNITED 01624333447100 - Pur	\$446.10
00083487 UNITED GLASS - Purchase	\$135.00
00083299 VZWRLSS IVR VB - Purchase	\$622.55

Bills & Claims

City of Casper

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00083504 FBI LEEDA INC - Purchase	\$695.00
00083521 STAPLES 00114181 - Purch	\$166.95
00083554 TRAFFIC SAFETY STORE I - Purch	\$493.73
Subtotal for Cost Center Police:	\$27,374.21
00083729 INT IN S.T.A.T. MEDIC - Purch	\$499.32
00083784 BAYMONT INN&SUITES - Purchase	\$79.00
00083930 PIZZA RANCH CASPER - Purchase	\$72.93
Subtotal for Cost Center Police Grants:	\$651.25
00083507 MOUNTAIN STATES LITHOG - Purch	\$46.40
00083661 URGENT CARE OF CASPER - Purcha	\$611.00
Subtotal for Cost Center Property & Liability Insurance:	\$657.40
00083534 THE HOME DEPOT #6001 - Purchas	\$167.17
00083547 THE HOME DEPOT #6001 - Purchas	\$115.96
00083243 MIDLAND IMPLEMENT CO - Purchas	\$343.07
00083410 AMZN Mktp US MB9FA0032 - Purch	\$229.99
00083415 AMZN MKTP US MB22T6OQ2 - Purch	\$69.99
00083439 AMZN Mktp US MB0IG8EP0 - Purch	\$5.00
00083496 PP MDFURNITURE - Purchase	\$125.00
00083437 THE HOME DEPOT #6001 - Purchas	\$18.79
00083457 THE HOME DEPOT 6001 - Purchase	\$89.05
00082990 BSN SPORTS LLC - Purchase	\$1,120.00
00083019 E 470 EXPRESS TOLLS - Purchase	\$36.00
00083329 AMZN Mktp US MB1ST0CZ2 - Purch	\$124.98
00083591 AUTOZONE #1294 - Purchase	\$34.74
00083600 HOBBY-LOBBY #0233 - Purchase	\$32.16
00083715 MOUNTAIN STATES LITHOG - Purch	\$65.70
Subtotal for Cost Center Recreation:	\$2,577.60
00083037 NETWORK FLEET. INC. - Purchase	\$623.40
00083506 MENARDS CASPER WY - Purchase	\$42.92
00082592 AMERI-TECH EQUIPMENT C - Purch	\$999.99
00082614 AMERI-TECH EQUIPMENT C - Purch	\$999.99
00083092 AMERI-TECH EQUIPMENT C - Purch	\$999.99
00083167 AMERI-TECH EQUIPMENT C - Purch	\$838.74
00083189 AMERI-TECH EQUIPMENT C - Purch	\$321.13
00083241 AMERI-TECH EQUIPMENT C - Purch	\$824.00
00083296 SAMS CLUB #6425 - Purchase	\$61.26
00083311 NORCO INC - Purchase	\$436.72
00083316 BAILEYS ACE HDWE - Purchase	\$20.48
00083365 CMI-TECO - Purchase	\$2,343.69
00083375 CMI-TECO - Purchase	\$194.41

Bills & Claims

City of Casper

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00083398 MICHAELSFENCE&SUPPLYIN - Purch	\$43.48
00083402 BAILEYS ACE HDWE - Purchase	\$43.48
00083411 WYOMING STEEL, RECYC - Purchas	\$4,743.30
00083455 CONTAINER COMPONENTS - - Purch	\$1,756.86
00083469 HOSE & RUBBER SUPPLY C - Purch	\$40.74
00083473 CONTAINER COMPONENTS - - Purch	\$459.79
00083493 CMI-TECO - Purchase	\$51.24

Subtotal for Cost Center Refuse Collection:	\$15,845.61
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00083037 NETWORK FLEET. INC. - Purchase	\$56.85
00083355 TOWNSQ MEDIA CASPER - Purchase	\$310.50
00083366 CASPER STAR TRIBUNE - Purchase	\$199.71
00083536 BEARING BELTCHAIN00244 - Purch	\$46.49
00083571 BAILEYS ACE HDWE - Purchase	\$7.17
00083574 NORCO INC - Purchase	\$87.27
00083303 MURDOCHS RANCH &HOME # - Purch	\$119.99
00083327 GEOTEC INDUSTRIAL SUPP - Purch	\$389.60
00083336 BAILEYS ACE HDWE - Purchase	\$16.99
00083440 WYOMING STEEL, RECYC - Purchas	\$32.50
00083456 HOSE & RUBBER SUPPLY C - Purch	\$4.68
00083624 SMITH RV SALES AND SER - Purch	\$27.00
00083629 THE UPS STORE 2200 - Purchase	\$74.01
00083671 MENARDS CASPER WY - Purchase	\$7.96

Subtotal for Cost Center Sewer:	\$1,380.72
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00083037 NETWORK FLEET. INC. - Purchase	\$511.65
00083257 NORCO INC - Purchase	\$120.76
00083582 BLOEDORN LUMBER CASPER - Purch	\$13.48
00083202 TOP OFFICE PRODUCTS IN - Purch	\$63.64
00083513 MENARDS CASPER WY - Purchase	\$88.72
00083360 LYLE SIGNS - Purchase	\$144.20
00083416 ADVANCED TRAFFIC PRODU - Purch	\$450.00
00083486 VZWRLSS IVR VB - Purchase	\$40.01

Subtotal for Cost Center Streets:	\$1,432.46
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00083355 TOWNSQ MEDIA CASPER - Purchase	\$310.50
00083366 CASPER STAR TRIBUNE - Purchase	\$199.71
00083545 BAILEYS ACE HDWE - Purchase	\$61.93
00083557 CRUM ELECTRIC SUPPLY C - Purch	\$50.16
00083564 NORCO INC - Purchase	\$156.35
00083328 INTERSTATE ALL BATTERY - Purch	\$119.60
00083348 AIRGAS CENTRAL - Purchase	\$94.40
00083361 HAJOCA KEENAN SUPP 25 - Purcha	\$47.89
00083395 TFS FISHER SCI HUS - Purchase	\$28.71

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

00083404 TFS FISHER SCI HUS - Purchase	\$123.98
00083438 GRAINGER - Purchase	\$69.36
00083491 GRAINGER - Purchase	\$47.73
00083520 GRAINGER - Purchase	\$94.54
00083537 GRAINGER - Purchase	\$69.80
00083585 GRAINGER - Purchase	\$72.00
00083606 71 SOIL AND STONE - Purchase	\$353.02
00083607 71 SOIL AND STONE - Purchase	\$504.83
00083611 PURVIS INDUSTRIES 67 - Purchas	\$178.67
00083620 MOTION INDUSTRIES WY54 - Purch	\$368.90
00083749 FALCON ENVIRONMENTAL C - Purch	\$1,467.75
00083765 WESTERN STATES FIRE PR - Purch	\$491.50
00083767 PURVIS INDUSTRIES 67 - Purchas	\$4.42
00083789 WEAR PARTS INC - Purchase	\$20.50
Subtotal for Cost Center Waste Water:	\$4,936.25
00083037 NETWORK FLEET. INC. - Purchase	\$170.55
00083549 AMZN MKTP US MB0F60XH1 - Purch	\$23.99
00083578 USPS PO 5715580945 - Purchase	\$6.70
00083279 ENERGY LABORATORIES, I - Purch	\$374.00
00083344 HOWARD SUPPLY COMPANY - Purcha	\$42.51
00083364 RMI WYOMING INC - Purchase	\$188.65
00083408 MENARDS CASPER WY - Purchase	\$291.30
00083422 THE HOME DEPOT #6001 - Purchas	\$39.00
00083431 MENARDS CASPER WY - Purchase	\$18.58
00083460 NACE INTERNATIONAL - Purchase	\$265.00
00083492 ENERGY LABORATORIES, I - Purch	\$22.00
00083512 SIX ROBBLEES NO 19 - Purchase	\$142.60
00083519 BEARING BELTCHAIN00244 - Purch	\$26.58
00083523 SQU SQ WYOMING UNDERG - Purch	\$144.00
00083526 BEARING BELTCHAIN00244 - Purch	\$24.23
00083532 DANA KEPNER CO. - Purchase	\$222.60
00083568 ENERGY LABORATORIES, I - Purch	\$352.00
00083572 SAMSCLUB #6425 - Purchase	\$32.84
00083580 URGENT CARE OF CASPER - Purcha	\$260.00
00083608 RMI WYOMING INC - Purchase	\$144.90
00083619 CASPER STAR TRIBUNE - Purchase	\$152.08
00083633 MENARDS CASPER WY - Purchase	\$101.66
00083634 THE HOME DEPOT #6001 - Purchas	\$126.18
00083649 CRUM ELECTRIC SUPPLY C - Purch	\$241.92
00083656 INBERG-MILLER ENGINEER - Purch	\$540.00
00083682 71 SOIL AND STONE - Purchase	\$458.40
00083701 AIRGAS CENTRAL - Purchase	\$145.31
00083705 DANA KEPNER CO. - Purchase	\$73.83

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

00083711 MENARDS CASPER WY - Purchase	\$1.19
00083714 MENARDS CASPER WY - Purchase	\$20.98
00083744 ENERGY LABORATORIES, I - Purch	\$352.00
00083762 ENERGY LABORATORIES, I - Purch	\$660.00
00083768 71 SOIL AND STONE - Purchase	\$1,326.90
00083779 WATERWORKS IND 2697 - Purchase	\$94.60
00083791 71 SOIL AND STONE - Purchase	\$918.10
Subtotal for Cost Center Water:	\$8,005.18

00083550 PIZZA HUT #240 - Purchase	\$79.70
00083573 ENERGY LABORATORIES - Purchase	\$22.00
00083391 ENERGY LABORATORIES - Purchase	\$268.00
00083477 ENERGY LABORATORIES - Purchase	\$231.00
00083497 WATERWORKS IND 2697 - Purchase	\$16.31
00083388 SUTHERLANDS 2219 - Purchase	\$96.76
00083427 WEAR PARTS INC - Purchase	\$13.40
00083510 SUTHERLANDS 2219 - Credit	-\$96.76
00083525 SUTHERLANDS 2219 - Purchase	\$92.15
00083529 FERGUSON ENT #3069 - Purchase	\$399.48
00083538 CASPER STAR TRIBUNE - Purchase	\$43.54
Subtotal for Cost Center Water Treatment Plant:	\$1,165.58

Vendor Subtotal:	\$158,083.92
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POSTAL PROS SOUTHWEST INC

5756 UTILITY BILLING FEES	\$2,992.10
5594 UTILITY BILLING FEES	\$352.34
5736 UTILITY BILLING FEES	\$2,464.55
50757 WEB POSTING	\$2,217.55
Subtotal for Cost Center Finance:	\$8,026.54

50757 WEB POSTING	\$681.00
Subtotal for Cost Center Water:	\$681.00

Vendor Subtotal:	\$8,707.54
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PUBLIC SAFETY COMMUNICATIONS CENTER

734/171208 PSCC MONTHLY USER FEE	\$5,090.90
Subtotal for Cost Center Metro Animal:	\$5,090.90

1276/171209 PSCC MONTHLY USER FEE	\$533.60
Subtotal for Cost Center Water:	\$533.60

Vendor Subtotal:	\$5,624.50
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Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

RESOURCE MGMT. CO, INC.	2111 TIRE DISPOSALS	\$1,141.00
	Subtotal for Cost Center Fleet Maintenance:	\$1,141.00
	Vendor Subtotal:	\$1,141.00
ROBERT WEANT	SC3812240 DISTRIBUTION EXAM REIMB.	\$100.00
	Subtotal for Cost Center Water:	\$100.00
	Vendor Subtotal:	\$100.00
ROCKY MOUNTAIN POWER	AP000167010919 ELECTRICITY	\$14,358.00
	Subtotal for Cost Center Balefill:	\$14,358.00
	AP000168011419 ELECTRICITY	\$146.40
	Subtotal for Cost Center Buildings & Structures:	\$146.40
	AP000236011119 ELECTRICITY	\$58.89
	AP000181010919 ELECTRICITY	\$3,017.15
	AP000161010919 ELECTRICITY	\$2,364.31
	Subtotal for Cost Center Parks:	\$5,440.35
	AP000164010319 ELECTRICITY	\$47,383.65
	AP000170010819 ELECTRICITY	\$239.93
	Subtotal for Cost Center Streets:	\$47,623.58
	AP000242012219 ELECTRICITY	\$211.14
	Subtotal for Cost Center Waste Water:	\$211.14
	AP000243010919 ELECTRICITY	\$773.84
	AP000165010919 ELECTRICITY	\$21,882.17
	Subtotal for Cost Center Water:	\$22,656.01
	Vendor Subtotal:	\$90,435.48
SELF HELP CENTER, INC.	RIN0029247 FY19 ORPHANED CAP FUNDING	\$7,700.00
	Subtotal for Cost Center Capital Projects - City Manager:	\$7,700.00
	Vendor Subtotal:	\$7,700.00

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

SENIOR PATIENT ADVOCATES	2019-0002 RETIREE HEALTH INSURANCE	\$450.00
	Subtotal for Cost Center Health Insurance:	\$450.00
	Vendor Subtotal:	\$450.00
SKYLINE RANCHES	RIN0029236 201 SEWER	\$960.51
	RIN0029236 201 SEWER	-\$96.05
	RIN0029256 201 SEWER	\$960.51
	RIN0029256 201 SEWER	-\$96.05
	Subtotal for Cost Center Sewer:	\$1,728.92
	RIN0029236 201 SEWER	-\$501.11
	RIN0029256 201 SEWER	-\$501.11
	Subtotal for Cost Center Waste Water:	-\$1,002.22
	Vendor Subtotal:	\$726.70
STATELINE NO 7 ARCHITECTS	1777 EMAILS FOR CONCRETE FLOORS UPR	\$385.00
	Subtotal for Cost Center Perpetual Care:	\$385.00
	Vendor Subtotal:	\$385.00
STEALTH PARTNER GROUP	RIN0029251 BENEFITS PAYABLE	\$49,991.98
	Subtotal for Cost Center Health Insurance:	\$49,991.98
	Vendor Subtotal:	\$49,991.98
STELLAR PROGRAMMING & CONSULTING	2469 PROGRAMMING SOLID WASTE CR	\$1,093.75
	Subtotal for Cost Center Refuse Collection:	\$1,093.75
	Vendor Subtotal:	\$1,093.75
SUPERIOR INDUSTRIAL SUPPLY & EQUIPMENT INC	7925 ANNUAL LIFT AND CRANE INSPECT	\$4,080.00
	7874 CYL TO REPAIR IN GROUND HOIST	\$188.15
	Subtotal for Cost Center Fleet Maintenance:	\$4,268.15
	Vendor Subtotal:	\$4,268.15

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

TRETO CONST.	FMII-005 RETAINAGE RELEASE 17-091	\$18,385.00
	Subtotal for Cost Center Capital Projects - Engineering:	\$18,385.00
	Vendor Subtotal:	\$18,385.00
TRIHYRO CORP.	0137643 EPA BROWNFIELDS HAZARDOUS	\$1,020.95
	0137644 EPA BROWNFIELDS HAZARDOUS	\$481.75
	Subtotal for Cost Center Planning:	\$1,502.70
	Vendor Subtotal:	\$1,502.70
URGENT CARE OF CASPER LLC.	5499 PRE HIRE MEDICAL TESTS	\$670.00
	Subtotal for Cost Center Police:	\$670.00
	Vendor Subtotal:	\$670.00
WASTE WATER TREATMENT	1276/171509 201 SEWER	\$341,774.98
	Subtotal for Cost Center Sewer:	\$341,774.98
	Vendor Subtotal:	\$341,774.98
WELLBORN SULLIVAN MECK & TOOLEY PC	88305 PROPERTY & LIABILITY LEGAL FEE	\$560.00
	Subtotal for Cost Center Property & Liability Insurance:	\$560.00
	Vendor Subtotal:	\$560.00
WESTERN WATER CONSULTANTS, INC.	181090007 MIDWEST AVE RECONST - DAVID TO	\$23.78
	160580031 K STREET IMPROVEMENTS - PHASE	\$149.36
	Subtotal for Cost Center Sewer:	\$173.14
	181090007 MIDWEST AVE RECONST - DAVID TO	\$1,079.82
	160580031 K STREET IMPROVEMENTS - PHASE	\$1,394.07
	160580031 K STREET IMPROVEMENTS - PHASE	\$1,659.60
	182200003 #18-068 GEORGE TANI PARKING	\$5,780.05
	Subtotal for Cost Center Streets:	\$9,913.54
	181090007 MIDWEST AVE RECONST - DAVID TO	\$148.70
	160580031 K STREET IMPROVEMENTS - PHASE	\$116.17

Bills & Claims

City of Casper

01/23/2019 to 02/05/2019

Subtotal for Cost Center Water:	\$264.87
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Vendor Subtotal:	<hr/> \$10,351.55
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WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0029237 201 SEWER	\$3,427.00
RIN0029237 201 SEWER	-\$342.70
RIN0029255 201 SEWER	\$3,387.00
RIN0029255 201 SEWER	-\$338.70

Subtotal for Cost Center Sewer:	\$6,132.60
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RIN0029237 201 SEWER	-\$1,468.54
RIN0029255 201 SEWER	-\$1,468.54

Subtotal for Cost Center Waste Water:	-\$2,937.08
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Vendor Subtotal:	<hr/> \$3,195.52
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WH LLC

5190 #18-011 CONSULTING/ENG CRL	\$1,313.62
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Subtotal for Cost Center Balefill:	\$1,313.62
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Vendor Subtotal:	<hr/> \$1,313.62
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WILLIAM INSULATION CO INC

8301-1 INSULATION FOR LEACH PIPE	\$970.00
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Subtotal for Cost Center Balefill:	\$970.00
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Vendor Subtotal:	<hr/> \$970.00
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WILLIAM O BOHMAN JR.

RIN0029213 Bill Bohman Tuition Reimb	\$442.80
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Subtotal for Cost Center Fire:	\$442.80
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Vendor Subtotal:	<hr/> \$442.80
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WLC ENGINEERING - SURVEYING - PLANNING

2018-11328 WEST CASPER ZONE II WATER SYST	\$1,829.22
2018-11328 WEST CASPER ZONE II WATER SYST	\$900.96

Subtotal for Cost Center Water:	\$2,730.18
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Vendor Subtotal:	<hr/> \$2,730.18
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WOLD BROS INC

RIN0029261 FACADE GRANT-MINERAL RESOURCES	\$10,000.00
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01/23/2019 to 02/05/2019

Subtotal for Cost Center CDBG:

\$10,000.00

Vendor Subtotal:

\$10,000.00

WY. LAW ENFORCEMENT ACADEMY

S-10881 COMM BASIC TRAINING

\$1,100.00

Subtotal for Cost Center Communications Center:

\$1,100.00

S-010894 INSTRUCTOR DEVELOPMENT

\$570.00

Subtotal for Cost Center Police:

\$570.00

Vendor Subtotal:

\$1,670.00

WYLIE, CHARITY

0032449895 UTILITY REFUND

\$57.05

Subtotal for Cost Center Water:

\$57.05

Vendor Subtotal:

\$57.05

WYOMING OFFICE PRODUCTS

365 RETAIN REL 17-077

\$28,591.55

Subtotal for Cost Center Capital Projects - Engineering:

\$28,591.55

Vendor Subtotal:

\$28,591.55

Grand Total

\$2,251,754.23

Approved By

On

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
02/05/19

Payroll Disbursements

1/23/19	FIRE PAYROLL	\$	164,815.00
1/23/19	BENEFITS & DEDUCTIONS	\$	28,961.81
1/24/19	CITY PAYROLL	\$	1,031,252.74
1/24/19	BENEFITS & DEDUCTIONS	\$	181,446.88

Total Payroll	\$	<u>1,406,476.43</u>
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Additional Fees

Total Fees	\$	<u>-</u>
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Additional Accounts Payable

1/17/19	Prewrits - utility refunds/software support/petty cash		
	Nancy Blomstrom	\$	55.45
	Casper Cobras	\$	42.84
	Decade Inc	\$	35.00
	Eades Construction	\$	35.00
	First Interstate Bank - Petty Cash	\$	182.40
	First Interstate Bank - Petty Cash	\$	570.00
	First Interstate Bank - Petty Cash	\$	135.00
	Haass Construction	\$	50.00
	Journal Technologies	\$	10,828.00
	Kiley Cecil	\$	30.61
	Mike Gaylord	\$	249.88
	Randy Rieker	\$	61.40
	Stormy Woodall	\$	55.03
2/5/19	Tyler Technologies	\$	6,536.45
	Tyler Technologies	\$	6,580.70

Total Additional AP	\$	<u>25,447.76</u>
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January 22, 2019

MEMO TO: His Honor the Mayor and Members of City Council
Carter Napier, City Manager *SN*

FROM: Will Chambers, Deputy City Attorney

SUBJECT: Abandoned Vehicle Ordinance Revision

Meeting Type and Date:
Regular Council Meeting
February 5, 2019

Action Type:
Establish Public Hearing
Minute Action

Recommendation:
That Council establish by minute action February 19, 2019 as the date and time of the public hearing and first reading of an Ordinance amending Chapter 10.60 of the Casper Municipal Code relating to abandoned vehicles.

Summary:
Current Casper Municipal Code Section 10.60, regarding abandoned vehicles, while generally mirroring Wyoming State Statutes, contains some archaic, inapplicable, and cumbersome language. The proposed ordinance change addresses some of these in an attempt to streamline and simplify the removal of abandoned vehicles from City streets. These changes do not address junk vehicles on private property, as those are covered by other Code sections and handled by the Code Enforcement Department.



References to “impounding” a vehicle have been changed to “removing” a vehicle since they will be towed to wrecker company storage lots, not a secure police impound. Similarly references to storing them in the City garage have been removed since such a storage facility no longer exists.

The criteria for determining whether a vehicle is abandoned have been clarified in proposed section 10.60.080A by adding language that reinforces the concept that factors beyond a vehicle being inoperative and unlicensed enter into a presumption of abandonment. These include obvious signs of inoperability, the fact that a vehicle has not been moved for a significant time, and other factors that may be observed by a City officer.

Financial Considerations:
None

Oversight/Project Responsibility:
Keith McPheeters, Police Chief
Will Chambers, Deputy City Attorney

January 4, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Andrew Beamer, Public Services Director 
SUBJECT: An Ordinance Amending Section 10.24.010 of the Casper Municipal Code

Meeting Type & Date:
Regular Council Meeting
January 22, 2019

Action Type
Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish February 5, 2019 as the Public Hearing date and 1st Reading for an amendment to Section 10.24.010 of the Casper Municipal Code.

Summary

Wyoming State Statutes specify maximum speed limits on roadways, limiting speeds to 30-mph in residential areas and 20-mph in appropriately signed school zones. The City of Casper has adopted the 30-mph speed limit as the default speed limit for all locations unless posted otherwise. Statutes also allow local authorities to establish speed limits in their jurisdiction that differ from the statutes as long as they are consistent with national practices. Underlying all speed limits is the requirement that drivers operate their vehicles at a speed that is reasonable and prudent for conditions.

The Wyoming Medical Center is Casper's only nonprofit, full-service acute care hospital, and serves people from all over Wyoming. Their main campus is located off East 2nd Street and is bordered to the east by Conwell Street, to the south by East 3rd Street, and to the west by South Jackson Street. As with much of Casper, the default speed limit around the campus is 30-mph. An advisory speed limit sign of 20-mph is posted on Conwell Street for north-bound traffic.

A speed study was conducted around the Wyoming Medical Center campus to determine if data supported a proposal to lower the speed limit from 30-mph to 20-mph. Taking into consideration roadway geometry and traffic characteristics, crash history, and observed and measured vehicle speeds, a speed limit is generally established at the speed at which 85 percent of traffic is travelling at or below. Studies have shown that establishing the speed at this threshold yields the lowest crash risk. Establishing speeds at this limit also reflect the judgment of the majority of the drivers as to what is reasonable and prudent given traffic and roadway conditions.

On the basis of the reported crash history and the prevalent pedestrian activity and ambulance traffic on Conwell Street around the hospital, the speed study supports the proposal to lower the speed limit around the Wyoming Medical Center campus from 30-mph to 20-mph. As such, the Casper Municipal Code is proposed to be amended as follows:

“C” of Ordinance 10.24.010 is created to read as follows:

- C. South Conwell Street from East 1st Street to East 5th Street;
East 2nd Street from South McKinley Street to South Conwell Street;
East 5th Street from South McKinley Street to South Conwell Street;
and all streets between South McKinley Street and South Conwell Street & East 2nd Street and East 5th Street.

Financial Considerations

Change in signage – anticipate \$800.00 – approximation

Attachments

Ordinance

Existing Code Section 10.24.010

Oversight/Project Responsibility

Andrew Beamer, Public Services Director

Chapter 10.24 - SPEED LIMITS AND SPEED ZONES

10.24.010 - Twenty mile per hour speed zones.

The following areas shall be designated as twenty mile per hour speed zones:

- A. Beginning at the point of intersection of "E" Street with Center Street, which is the northwesterly corner of the area described, thence easterly along the northern border of "E" Street extended in an easterly direction to the imaginary intersection of Park Street, thence southerly along the eastern border of Park Street to 3rd Street, thence westerly along the southern border of 3rd Street to Collins Drive; thence westerly along the southern border of Collins Drive to Durbin Street; thence southerly along the eastern border of Durbin Street to 6th Street, thence westerly along the southern border of 6th Street to Ash Street, thence northerly along the western border of Ash Street to Midwest Avenue, thence westerly to the west edge of Spruce Street, thence to the extended projection of the intersection of Spruce Street with West "C" Street and West 1st, thence northerly along the west side of West "C" Street to West "BC" Street to the extended intersection of West "BC" Street with Center Street, thence northerly along the western border of Center Street to the point of beginning;
- B. Columbine from Daffodil to Honeysuckle.

(Ord. 12-00 § 1, 2000; Ord. 2-88 (part); Ord. 88-87, 1987; prior code § 24-30)

(Ord. No. 22-09, § 1, 11-3-2009)

10.24.015 - Twenty-five mile per hour speed zones.

The following area shall be designated as a twenty-five mile per hour speed zone:

- A. Beginning at the point of intersection of Mariposa and Ridgecrest Drive, traveling northwest on Ridgecrest Drive to the point of intersection with West 25th Street, and traveling on West 25th Street to the point of intersection with O'dell Avenue.

(Ord. 27-99 § 1, 1999)

10.24.020 - Forty mile per hour speed zones.

The following areas shall be designated as forty mile per hour speed zones:

- A. Bryan Stock Trail from K Street to Amoco Road.

(Ord. 2-88 (part), 1988: prior code § 24-30(1))

10.24.030 - Regulation of speed limits and zones for alleys.

The posted speed limit for alleys shall be fifteen miles per hour. "Alleys" shall be defined as a minor private or public thoroughfare, other than a dedicated half street, which is less than thirty feet wide which the rear of land or building lots generally abut, and which affords a secondary means of vehicular access to the land, building or lots.

(Ord. 14-94 § 1, 1994)

ORDINANCE NO. 3-19

AN ORDINANCE AMENDING SECTION 10.24.010 OF THE
CASPER MUNICIPAL CODE PERTAINING TO THIRTY MILE
PER HOUR SPEED ZONES NEAR THE WYOMING MEDICAL
CENTER

WHEREAS, a traffic warrant study indicated that there as a higher occurrence of collisions at the intersection near the Wyoming Medical Center (Hospital); and,

WHEREAS, the speed limit for the public streets adjacent to the Hospital have a 30 miles per hour speed limit; and,

WHEREAS, the warrant study supports a slower speed limit near the Hospital.

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

That Section 10.24.010 of Chapter 10.24 of the Casper Municipal Code is hereby amended to add an additional paragraph "C" which reads as follows:

- C. South Conwell Street from East 1st Street to East 5th Street;
East 2nd Street from South McKinley Street to South Conwell Street;
East 5th Street from South McKinley Street to South Conwell Street;
and all streets between South McKinley Street and South Conwell Street &
East 2nd Street and East 5th Street.

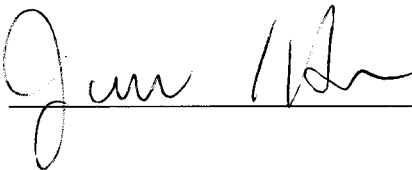
This Ordinance shall become in full force and effect upon passage on third reading and publication.

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

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

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING


ATTEST:


A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

January 23, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Public Hearing for Consideration of an Ordinance approving a rezone of Lots 4-6, Block 19, Wyoming Industrial Park Addition, from PUD (Planned Unit Development) to M-1 (Limited Industrial).

Meeting Type & Date:

Regular Council Meeting, February 5, 2019.

Action Type:

Public Hearing and first reading on an Ordinance.

Recommendation:

The Planning and Zoning Commission recommendation is that Council, by Ordinance, approve a zone change of Lots 4-6, Block 19, Wyoming Industrial Park Addition from PUD (Planned Unit Development) to M-1 (Limited Industrial).

Summary:

Advanced Wall Systems has requested a zone change of their properties, Lots 4-6, Block 19, Wyoming Industrial Park Addition, from PUD (Planned Unit Development) to M-1 (Limited Industrial). The properties being rezoned are located directly south of the intersection of Foster Road and Salt Creek Highway. Surrounding zoning is a mix of PUD (Planned Unit Development) and M-1 (Limited Industrial), and land uses in the immediate area are primarily industrial, with the exception of the Natrona County Detention Facility, located directly to the north. In researching the history of the PUD (Planned Unit Development) zoning of the area, staff found that the subject property, along with the surrounding area, was annexed into the City in 1981 as a platted, and semi-developed subdivision that was previously created in the County. The annexation ordinance did not establish City zoning for the properties, as would always happen with an annexation today; therefore, it is assumed that the property was most likely zoned PUD (Planned Unit Development) by Natrona County, and that zoning classification was automatically adopted by the City.

Under City requirements, when a property is zoned PUD (Planned Unit Development), a development/site plan is required to be submitted and approved concurrently. It is odd to have a property in the City that is zoned PUD (Planned Unit Development) with no approved development plan associated with it, that establishes development guidelines and allowable land uses. The applicants plan to develop the vacant portion of their property in the near future. In order to do so, under the current PUD (Planned Unit Development) zoning, they would be required to seek approval of a development plan from both the Planning and Zoning Commission and the City Council. In discussions with the applicant, staff suggested that the PUD (Planned Unit Development) zoning of the property is unnecessary and burdensome, and that the property would

be more appropriately zoned M-1 (Limited Industrial), as much of the surrounding area is currently zoned.

Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported by the document. The Comprehensive Land Use Plan is the City's land use and development policy document that describes the values and ideals expressed by the community for its future during an exhaustive public input process. As was the case with the 2000 Comprehensive Land Use Plan, the Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The subject properties are in an area designated by the FLU as a "Community Center." In that the entire industrial park is designated as such, with no differing land use designations shown, a zone change to M-1 (Limited Industrial) would be considered to be appropriate in this case.

The Planning and Zoning Commission voted to unanimously support the rezone after a public hearing on December 13, 2018. No public comments were received. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing zone change proposals.

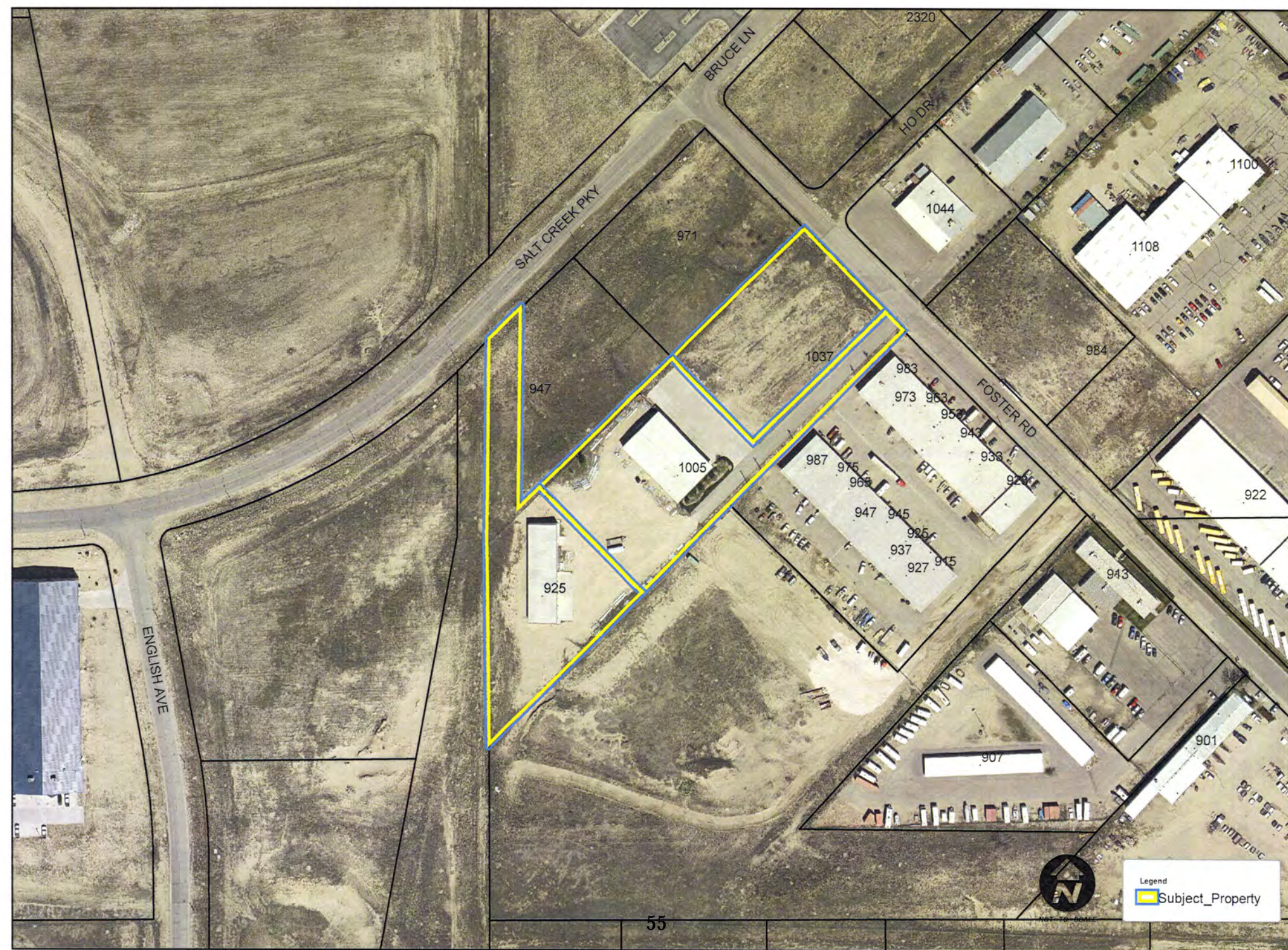
Attachments:

Ordinance

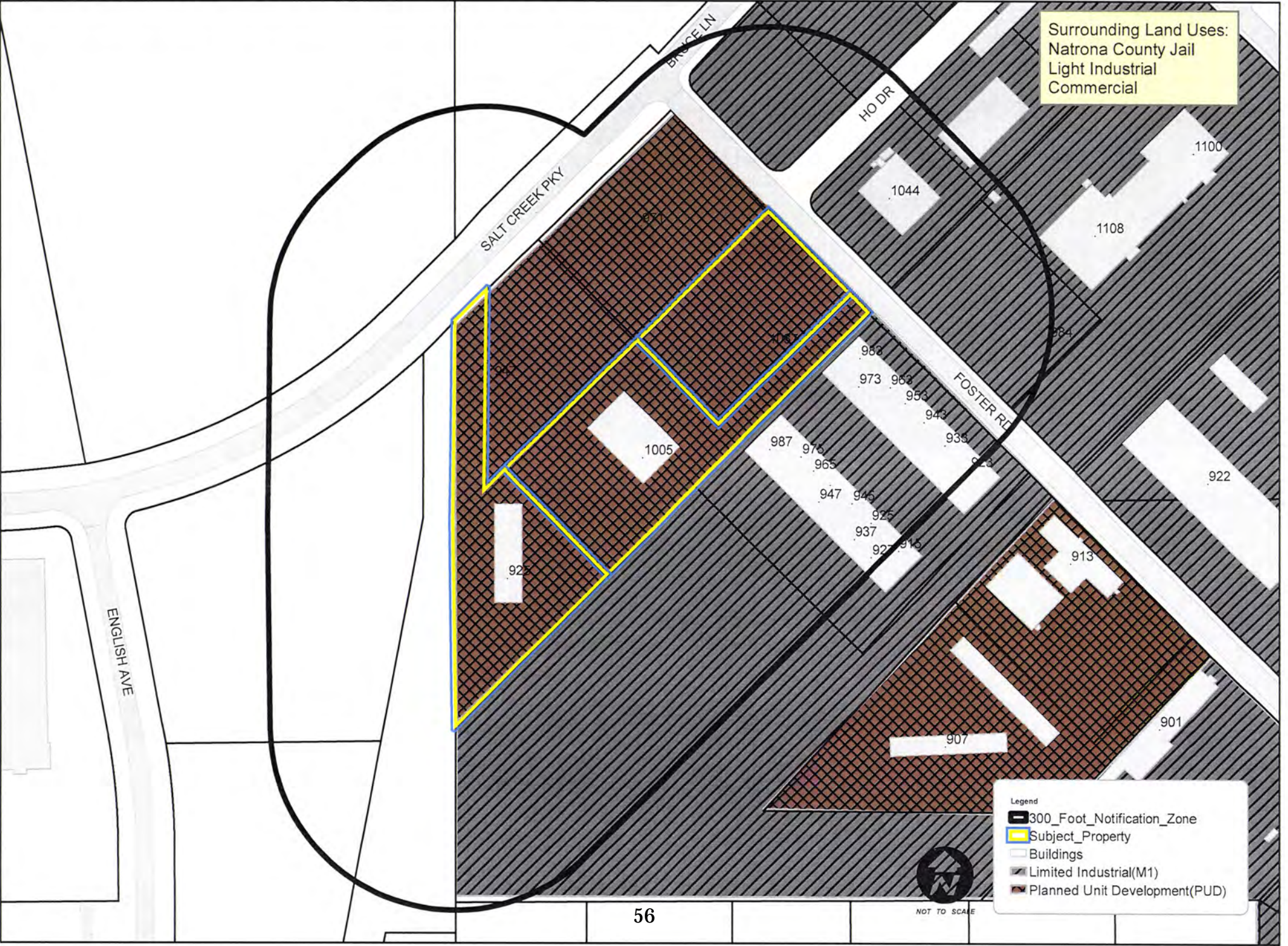
Location Map

Zoning Map.

Zone Change for Advanced Wall Systems



Zone Change for Advanced Wall Systems



ORDINANCE NO. 4-19

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 4, 5 AND 6, BLOCK 19, WYOMING INDUSTRIAL PARK ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classification PUD (Planned Unit Development) to M-1 (Limited Industrial); and,

WHEREAS, after a public hearing on December 13, 2018, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change should be approved.

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

SECTION 1:

Lots 4, 5 and 6, Block 19, Wyoming Industrial Park Addition, more commonly known as 1037 and 1005 Foster Road, and 925 Salt Creek Parkway, are hereby rezoned from zoning classification, PUD (Planned Unit Development) to M-1 (Limited Industrial).

SECTION 2:

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

PASSED on 1st reading the ____ day of _____, 201__.

PASSED on 2nd reading the ____ day of _____, 201__.

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

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

January 10, 2019

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

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

SUBJECT: Public Hearing for a New Resort Liquor License No. 7 for Avana Casper, LLC
d/b/a Ramada Plaza Riverside Hotel & Convention Center Casper, Located at
300 West F Street.

Meeting Type & Date
Regular Council Meeting
February 5, 2019

Action type
Public Hearing
Minute Action

Recommendation
That Council, by minute action, approve a new Resort Liquor License No. 7 for Avana Casper, LLC,
d/b/a Ramada Plaza Riverside Hotel & Convention Center Casper, located at 300 West F Street.

Summary
The current liquor license for the Ramada Plaza Riverside Hotel & Convention Center Casper was issued in the name of Avana Fund I, LLC, who was the lender on the loan to Western States, the previous owner. Avana Fund I, LLC foreclosed on the property and on September 5, 2018 the ownership of the property was transferred to Avana Fund I, LLC through the issuance of a Sheriff's Deed. On September 6, 2018, Avana Fund I, LLC quit claimed the property to Avana Casper, LLC, the entity created to hold the real estate commonly referred as the Ramada Plaza Riverside Hotel & Convention Center Casper.

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

Financial Considerations
None

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
Copy of Application
Affidavit of Website Publication

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer: Initials

Date

Agent:

Chief:

To be completed by City/County Clerk

License Fees Annual Fee: \$ 1500.00
 Prorated Fee: \$ _____
 Transfer Fee: \$ 100.00
 Publishing Fee: \$ _____

Local License #: 205017 #7Date filed with clerk: 1-7-2019

Advertising Dates: (2 Weeks)

Jan 24th - Jan 27th

Hearing Date: 02-02-2019Publishing Fee Direct Billed to Applicant: ☒License Term: 02 Month1 Day01 YearThrough 03 Month1 Day31 Day2019 Year

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

Applicant: AVANA CASPER, LLCTrade/Business Name (dba): Ramada Plaza Riverside Hotel & Convention Center CasperBuilding to be licensed/Building Address: 300 W F STREET

Casper

City

WY

State

82601

Zip

Natrona

County

Mailing Address: 300 W F Street

Casper

City

WY

State

82601

Zip

Business Telephone Number: (307) 235-2531Fax Number: (623) 321-6171

E-Mail Address: _____

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

Parcel #33790420100100 located within SE1/4NW1/4, Section 4 Township 33 north Range 79 west of the 6th P.M. Natrona County, Wyoming

FILING FOR☒ NEW LICENSE☐ TRANSFER OF LOCATION**FILING IN (CHOOSE ONLY ONE)**☒ CITY OF: Casper☐ COUNTY OF: _____☒ TRANSFER OWNERSHIP☐ ASSIGNMENT LETTER ATTACHEDFORMERLY HELD BY: AVANA FUND I, LLC**FILING AS (CHOOSE ONLY ONE)**☐ INDIVIDUAL☐ PARTNERSHIP☐ LP/LLP☒ LLC☐ CORPORATION☐ LTD PARTNERSHIP☐ ORGANIZATION☐ OTHER _____**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)☐ OFF-PREMISE ONLY (PACKAGE STORE)☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)☐ RESTAURANT LIQUOR LICENSE☒ RESORT LIQUOR LICENSE☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB☐ FRATERNAL CLUB☐ GOLF CLUB☐ SOCIAL CLUB☐ MICROBREWERY☐ WINERY☐ DISTILLERY SATELLITE☐ WINERY SATELLITE☐ COUNTY RETAIL or SPECIAL

MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY☐ CIVIC CENTER/EVENT CENTER/

PUBLIC AUDITORIUM

☐ GOLF CLUB☐ GUEST RANCH☐ RESORTTo Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**☒ FULL TIME (e.g. Jan through Dec)☐ SEASONAL/PART-TIME☐ NON-OPERATIONAL/PARKED

(specify months of operation)

DAYS OF WEEK (e.g. Mon through Sat)

HOURS OF OPERATION (e.g. 10a - 2a)

from _____ to _____

from _____ to _____

from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

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

(1) OWN the licensed building?

☒ YES (own)

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

☐ YES (lease)

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

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

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

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:
-
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b) ☐ YES ☒ NO
- If "YES", explain: _____
5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102 (a) (ii) & (iii)
- Each individual, partner or club officer must complete the box below.

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Sanat Patel						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Jagruti Patel						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Sundip Patel						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Tanya Mansour						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

☐ YES ☐ NO**8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): _____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)

☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)

☐ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

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

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☒ YES ☐ NO(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?
W.S. 12-4-401(b)(iii)☒ YES ☐ NO(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)?
W.S. 12-4-401(b)(iv)☐ YES ☒ NO

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

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☒ NO**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division)☐ YES ☐ NO(c) Do you distribute your products through an existing malt beverage wholesaler?
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)☐ YES ☐ NO**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States?

☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

☐ YES ☐ NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members?

☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?

☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?

☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)

☐ YES ☐ NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):**

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

- ☐ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- ☐ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- ☐ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

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

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

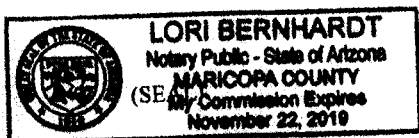
STATE OF ~~WYOMING~~ ARIZONA)
) SS.
COUNTY OF Maricopa)

Signed and sworn to before me on this 11th day of October,
2018 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	Sanat Patel (Printed Name)	Manager Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

[Signature]
Signature of Notary Public



My commission expires: November 22, 2019



City Clerk's Office
City of Casper

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

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

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 01/23/2019 and ended on 02/06/2019 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

By: Carla Mills-Hartoch

Date: 1/10/2019

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

10th day of January, 2019

Christa R. Wiggs



Provide to City of Casper Central Records

Avana Casper, LLC

Notice is hereby given that on the 7th day of January, 2019, Avana Casper, LLC d/b/a Ramada Plaza applied for a new Resort Liquor License No. 7 in the office of the Clerk of the City of Casper, Wyoming for the following described place 300 West F street, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 5th day of February, 2019 in the City Council Chambers at 200 North David.

Dated: 1/7/2019

January 10, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *FT*
Carla Mills-Laatsch, Licensing Specialist *CMJ*
SUBJECT: Public Hearing for a transfer of ownership for Retail Liquor License No. 36,
owned by Urban Market Wines, LLC d/b/a Urban Bottle Wine & Spirits,
Located at 410 South Ash Street.

Meeting Type & Date
Regular Council Meeting
February 5, 2019

Action type
Public Hearing
Minute Action

Recommendation
That Council, by minute action, consider the application for a transfer of ownership for Retail Liquor License No. 36, owned by Urban Market Wines, LLC d/b/a Urban Bottle Wine & Spirits, Located at 410 South Ash Street

Summary
Currently, Retail Liquor License is owned by Art and Lynette Boatright, and John and Lauren Griffith, all having 25% of membership interest. During the renewal process it was discovered that on April 1, 2018, 33 1/3 % of the membership interest was sold to Jennifer A. True, leaving the remaining members with 16 2/3% each. Municipal Code 5.08.050 states that whenever an interest of more than ten percent of the whole interest in any corporation, association or organization holding a retail liquor license is sought to be sold, assigned or otherwise transferred a new application shall first be filed with the city clerk and no such sale, assignment or transfer shall be made without the prior approval of the city council. Since more than 10% was sold a transfer application would be necessary.

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

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
Copy of Application
Affidavit of Website Publication

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer:

Initials

Date

Agent:

Chief:

License Fees Annual Fee: \$ 1500.00
 Prorated Fee: \$ 100.00
 Transfer Fee: \$ 100.00
 Publishing Fee: \$ 00.00

Local License #: Robit 36
 Date filed with clerk: 01, 07, 19
 Advertising Dates: (2 Weeks) 1/24/2019 & 1/27/2019
 Hearing Date: 02, 05, 2019

Publishing Fee Direct Billed to Applicant: ☐

License Term: 02, 10, 2019 Through 03, 31, 2019
 Month Day Year Month Day Year

Applicant: URBAN MARKET WINES LLC
 Trade/Business Name (dba): URBAN BOTTLE WINE & SPIRITS
 Building to be licensed/Building Address: 410 S. ASH ST.
 Number & Street
CASPER WY 82601 Nathana
 City State Zip County
 Mailing Address: Same
 Number & Street or P.O. Box
 City State Zip

Business Telephone Number: 307, 333-6424 Fax Number: () n/a
 E-Mail Address: lynette@urbanbottlewines.com
 Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
S.E. Corner of ASH ST + MIDWEST AVE. Zoned commercial

FILING FOR

- ☐ NEW LICENSE
☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

- ☒ CITY OF: Casper
☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

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

☒ TRANSFER OWNERSHIP☐ ASSIGNMENT LETTER ATTACHEDFORMERLY HELD BY: Art & Lynette Bortright, John & Lauren Griffith

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

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

LIMITED RETAIL (CLUB)

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

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

☐ SPECIAL DESIGNATIONS
☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/
 PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT
To Assist the Liquor Division with scheduling inspections: WHEN DO YOU OPERATE?☒ FULL TIME (e.g. Jan through Dec)
(specify months of operation)from Jan to Dec☐ SEASONAL/PART-TIME

DAYS OF WEEK (e.g. Mon through Sat)

from _____ to _____

☐ NON-OPERATIONAL/PARKED

HOURS OF OPERATION (e.g. 10a - 2a)

from _____ to _____

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

(1) OWN the licensed building?

☒ YES (own)

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

☐ YES (lease)

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

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

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

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-801 (b) ☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:

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

If "YES", explain: _____

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Arthur Dale Boatright II						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Lynette Boatright						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
John Oliver Griffith						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Lauren Griffith						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Jennifer A. TRUE						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

☐ YES ☐ NO**8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): _____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)

☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)

☐ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)

☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY☐ YES ☐ NO(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division)

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)

☐ YES ☐ NO**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)**(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):**

(a) Does the Veteran's organization hold a charter by the Congress of the United States?

☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

☐ YES ☐ NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):**

(a) Do you have more than fifty (50) bona fide members?

☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?

☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?

☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)

☐ YES ☐ NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO

16. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):**

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

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

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

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

☒ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-801 (b).

OATH OR VERIFICATION

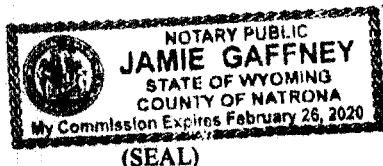
(Requires signatures by **ALL** individuals, **ALL** Partners, **ONE** (1) LLC Member, or **TWO** (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE** (1) individual then that individual may sign and verify the application upon his oath, or **TWO** (2)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

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

STATE OF WYOMING)
) SS.
COUNTY OF Natrona)

Signed and sworn to before me on this 3rd day of January, 2019 that the facts alleged in the foregoing instrument are true by the following:

1) <u><i>Lynette Boatright</i></u> (Signature)	<u>Lynette Boatright</u> (Printed Name)	<u>Owner</u> Title
2) <u><i>Valen Boatright</i></u> (Signature)	<u>Valen Boatright</u> (Printed Name)	<u>Owner</u> Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title



Witness my hand and official seal:

Jamie Gaffney
Signature of Notary Public

70 My commission expires: 2-26-20



City Clerk's Office
City of Casper

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

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

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 01/23/2019 and ended on 02/06/2019 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

By: Carla Mills-Haatch Date: 1/10/2019

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

10th day of January, 2019

Christa K. Wiggs



Provide to City of Casper Central Records

Urban Market Wines, LLC

Notice is hereby given that on the 7th day of January, 2019, Urban Market Wines, LLC applied for a transfer of ownership for Retail Liquor License No. 36 in the office of the Clerk of the City of Casper, Wyoming for the following described place, 410 South Ash, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 5th day of February, 2019 in the City Council Chambers at 200 North David.

Dated: 1/10/2019

ELKHORN VILLAGE ADDITION SUBDIVISION AGREEMENT

This Subdivision Agreement ("Agreement") is made and entered into this _____ day of _____, 2018, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Blackmore Homes, Inc., 441 Landmark Drive, Suite 100, Casper, Wyoming 82609 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Betty Luker Parkway Campus #2 and a portion of Elkhorn Valley No. 5, Lot 1, to create Elkhorn Village Addition to the City of Casper.
- C. A plat of Elkhorn Village Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

Upon written demand of the Council or the City Manager, the Owner, its heirs, successors, grantees or assigns, at their sole cost and expense, shall do, or cause to be done, the following:

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and

sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

2.16 Other Requirements:

- a. Vehicular access to all double-frontage lots on Newport Drive, East 12th Street and Elkhorn Valley Drive, is prohibited along said streets, and all vehicular access, curb cuts, driveways and garages shall be accessed solely from internal (local) streets.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Blackmore Homes, Inc.
441 Landmark Drive
Suite 100
Casper, WY 82609

City of Casper
Attn: Community Development Director
200 North David
Casper, WY 82601
Fax: 307-235-8362

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation


Fleur D. Tremel
City Clerk

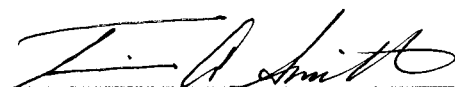
Charles Powell
Mayor

WITNESS:

OWNER

Blackmore Homes, Inc.

By: 

By: 

Printed Name: BRANDON DAIGLE

Printed Name: Tim A. Smith

Title: ARCHITECT

Title: C.O.O.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

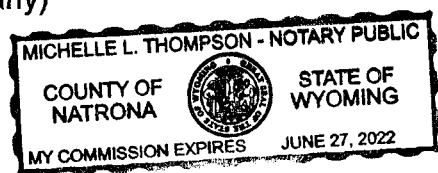
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 12th day of December, 2018, by Tina A. Smith as the authorized representative of Blackmore Homes, Inc.

(Seal, if any)



Michelle L. Thompson
(Signature of notarial officer)

Notary Public
Title (and Rank)

[My Commission Expires: 6/27/2022]

ORDINANCE NO.25-18

AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE ELKHORN VILLAGE ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to vacate and replat Betty Luker Parkway Campus #2 and a portion of Elkhorn Valley No. 5, Lot 1, as Elkhorn Village Addition Subdivision of the City of Casper, Wyoming; and,

WHEREAS, an application has been made to rezone all of the above described property from PUD (Planned Unit Development), AG (Urban Agriculture), and R-2 (One Unit Residential) to entirely R-2 (One Unit Residential); and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the replat upon third reading of this ordinance; and,

WHEREAS, this vacation, platting and rezoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation, replat, and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above described vacation, replat and zone change should be approved, as well as the Elkhorn Village Addition Subdivision Agreement.

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

SECTION 1:

That the above described zone change is hereby approved.

SECTION 2:

The vacation, replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

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

PASSED on 1st reading the 8th day of January, 2019.

PASSED on 2nd reading the 27th day of January, 2019.

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

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

ORDINANCE NO. 1-19 Amended

AN ORDINANCE REPEALING AND REPLACING CHAPTER 6.04 –
ANIMAL CARE AND CONTROL OF THE CASPER MUNICIPAL CODE

WHEREAS, the current Casper Municipal Code addressing animal care and control needs significant modifications to provide for greater protection for animals and also to better protect humans and their pets and their property; and,

WHEREAS, the City is authorized to regulate and take measures to prevent conduct which disturbs or jeopardizes the public health, safety, and peace; and,

WHEREAS, it is in the citizens of Casper's best interest and the City's best interest to promote the responsible care and control of animals.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the existing Chapter 6.04 of the Casper Municipal Code is hereby repealed and replaced as follows:

Chapter 6.04 - ANIMAL CARE AND CONTROL

Sections:

6.04.001 Purpose and Intent

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

6.04.010 - Definitions.

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

1. "Abandon" means a person leaves an animal on public or private property without permission to ensure proper care and supervision. An animal that is left in the Metro Animal Shelter for seven (7) working days, shall be deemed abandoned.
2. "Altered" means neutered; spayed or castrated.
3. "Animal" means any live vertebrate creature, domestic or wild.
4. "Animal control district" means the City of Casper, Wyoming.

- 44 5. "Animal protection officer" means any person designated by the director as a special
45 municipal officer who is qualified to perform such duties under this chapter and the
46 laws of this state.
47
- 48 6. "Animal services shelter" means any facility operated by a municipal agency, or its
49 authorized agents for the purpose of housing, impounding or caring for animals held
50 under the authority of this chapter or state law.
51
- 52 7. "At large."
53
- 54 a. The definition of "at large" in this Chapter, is subject to and subservient to
55 Sections 6.04.301 to 6.04.303 of this Chapter addressing dangerous or vicious animals.
56 For dangerous or vicious animals, any violation of Sections 6.04.301 to 6.04.303 are
57 violations also of the "at large" provisions of this Chapter.
58
- 59 b.i. A non-vicious, non-dangerous animal is deemed "at large:"
60
- 61 (a) If it is off the owner's property and not leashed or in an enclosed carrier;
62 or
63
- 64 (b) If it is on the owner's property, and not confined to the extent that the
65 animal cannot leave the boundaries of the property; examples of confinement
66 are by use of fencing or other secure enclosures or by tethering.
67
- 68 b.ii. A non-dangerous or non-vicious animal shall not be considered "at large"
69 when held and controlled by a person by means of a leash or chain of proper
70 strength and length to control the action of the animal, or while confined
71 within a vehicle. If the animal within a parked vehicle can extend its entire
72 head outside the enclosed cabin compartment of the vehicle or beyond the side
73 of a truck bed, that animal shall be deemed at large.
74
- 75 b.iii. A non-dangerous or non-vicious dog is not considered to be at large if within
76 the interior of designated areas which permit dogs to be off leash, as
77 established by the City of Casper.
78
- 79 b.iv. Under any circumstance, on a City-owned Golf Course.
80
- 81 8. "Attack" means an aggressive or violent action against a person or animal.
82
- 83 9. "Cage and aviary birds" means those exotic captive reared birds, such as parrots, exotic
84 finches, and canaries, which are adapted to live and breed in a cage. For the purpose of
85 this chapter the monk parakeet (*myiopsitta monachus*) is not a cage and aviary bird.
86
- 87 10. "Chicken" a domestic fowl kept for its production of eggs and meat.
88
- 89 11. "Circus" means any nonresident variety show which features animal acts.

- 90
- 91 12. "City-county health officer" means a representative of the Natrona County-City of
- 92 Casper Health Department, or a health official designated by the Casper City Manager.
- 93
- 94 13. "Commercial animal establishment" means any pet store, grooming shop, auction, riding
- 95 school or stable, circus performing animal exhibition, kennel or other establishment in
- 96 which animals are used for commercial purposes.
- 97
- 98 14. "Commercial purpose" means the keeping of animals for the purpose of profit.
- 99
- 100 15. "Control" means an animal which:
- 101 a. is under a physical restraint so as to not be allowed to engage a passerby or other
- 102 animal; such as a leash or in an enclosed carrier.
- 103
- 104 16. "Dangerous animal" means any animal under the totality of circumstances, which poses
- 105 an unacceptable risk of injuring a human, a pet or property. Indicia of a dangerous
- 106 animal shall include, but not be limited to, aggressive lunging, growling, snarling,
- 107 nipping, bearing teeth.
- 108
- 109 17. "Director" means the City Manager or his/her designee.
- 110
- 111 18. "Domesticated animals" means those individual animals which have been made
- 112 tractable or tame.
- 113
- 114 19. "Isolation facility" means any place specified by the Director or his/her designee which
- 115 is equipped with a pen or cage which isolates an animal from contact with other
- 116 animals.
- 117
- 118 20. "Kennel" or "cattery" means any premises wherein any person engages in the business
- 119 of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats,
- 120 or any residence or property on which is maintained more than three dogs and three cats
- 121 more than six months of age. It is illegal to maintain a kennel or cattery contrary to the
- 122 terms of this code, in a zone or location in which a kennel or cattery is not permitted.
- 123
- 124 21. "License" means permission issued by the Director, or his/her designee, authorizing the
- 125 holder to keep a dog or cat. An identification tag shall be issued for each animal
- 126 licensed. A valid rabies vaccination is required to obtain a license.
- 127
- 128 22. "License Tag" means a tag of a design prescribed by the Director, or his/her designee,
- 129 which bears the corresponding number of the dog or cat's license.
- 130
- 131 23. "Licensing authority" means Metro Animal Services (MAS)
- 132
- 133 24. "MAS" means Metro Animal Services
- 134

- 135 25. "Microchip" means an identifying integrated circuit which is placed under the skin of an
136 animal.
137
- 138 26. "Owner" includes a person who owns, harbors, keeps, maintains or exercises control
139 over an animal. Proof that a person is in control of a premise where an animal is
140 usually kept, harbored or maintained shall establish a prima facie presumption that such
141 person is the owner of such animal.
142
- 143 27. "Proper shelter" means a structure with three (3) sides, a top and a bottom or a
144 commercially manufactured structure, which includes an igloo styled house, designed
145 and marketed to protect animals from outside elements. The shelter must have adequate
146 ventilation and drainage which allows the animal to enter, stand, turn around and lie
147 down in a natural manner. It shall be placed on the owner's premises to effectively
148 protect the animal from outside elements.
149
- 150 28. "Public nuisance" means any animal is considered a public nuisance if it:
151
152 a. trespasses on school grounds, or
153
154 b. damages private or public property, or
155
156 c. interferes with passersby or a passing vehicle, to include bicycles, or
157
158 d. has bitten, scratched or attacked a person while at large, or
159
160 e. while not on the owner's premises, attacks another animal, or,
161
162 f. either individually or in concert, barks, whines, howls or otherwise makes noise in an
163 excessive, continuous or untimely fashion.
164
165 g. interferes with the delivery of U.S. Mail or other delivery services.
166
- 167 29. "Cat" A member of the feline family and shall not include exotic wild cats, wild species
168 of this family or hybrids thereof.
169
- 170 30. "Dog" A member of the canine family, but shall not include wild species of this family,
171 or any hybrid thereof.
172
- 173 31. "Facilities for keeping" The pens, stalls, stables, corrals, feeding area, sheds and
174 facilities of every kind where fowl, livestock or pets are penned, fed and/or protected
175 from the weather. This shall not be interpreted to include a grazing area.
176
- 177 32. Fowl" includes feathered animals regardless of age, excluding parrots and chickens.
178
- 179 33. "Grooming shop" A commercial establishment where animals are bathed, clipped, or
180 otherwise groomed.

- 181
182 34. "High Risk Rabies Vector" means raccoon, skunk, fox, coyote and bat
183
184 35. "Impound" means to place an animal in the Metro Animal Shelter, or the taking into
185 custody of an animal.
186
187 36. "Licensed Veterinarian" A practitioner of veterinary medicine who holds a valid license
188 to practice their profession in the state in which they practice.
189
190 37. "Livestock" Includes any species of equine, bovine, ovine, swine, caprine or any hybrid
191 thereof, regardless of age, sex, breed, size or purpose; inclusive of all ungulates.
192
193 38. "Local Rabies Control Authority" The Metro Animal Protection Supervisor , as
194 appointed by the Casper Chief of Police.
195
196 39. "Parrot" Any of numerous tropical and semi-tropical birds of the order of Psittaciformes,
197 characterized by short hooked bills, brightly colored plumage and in some species the
198 ability to mimic human speech.
199
200 40. "Pen or corral" An enclosure in which livestock are kept.
201
202 41. "Performing animal exhibition" Any spectacle, display, act or event other than circuses,
203 in which performing animals are used.
204
205 42. "Pet" Any animal normally kept for pleasure rather than utility, excluding those defined
206 as fowl, livestock or wild by this code.
207
208 43. "Pet shop" Any person, partnership or corporation, whether operated separately or in
209 connection with another business enterprise that buys, sells or boards any species of
210 pets.
211
212 44. "Premises" A parcel of land (one or more contiguous lots) owned, leased or controlled
213 by one or more persons.
214
215 45. "Quarantine" To detain and isolate due to suspected zoonosis or other communicable
216 disease or in the interest of public health and safety.
217
218 46. "Rabies certificate" means a certificate signed by a licensed veterinarian verifying that
219 an animal is vaccinated against rabies, and which includes the date of immunization, the
220 date that the immunization expires, and the type of vaccine used.
221
222 47. "Tether or tethering" means to restrain a dog by tying the dog to any object or structure,
223 including, but not limited to, a house, tree, fence, post, pole, garage, or shed or similar
224 structure or object, by any means, including, but not limited to, a chain, rope, cord,
225 leash, or running line. "Tethering" shall not include using a leash to walk a dog.
226

48. "Riding school or stable" Any place, which has available for hire, boarding and/or riding instruction, any horse, donkey or mule.
49. "Sanitary" Any condition of good order and cleanliness.
50. "Service Animal" means as defined in 28 C.F.R.35.104 and 28 C.F.R. 36.104, including a domesticated trained dog, that is owned in order to assist an individual with a disability. Examples of service animals are dogs that are individually trained to do work or perform tasks for the benefit of an individual with a disability, including physical, sensory, psychiatric, intellectual, or other mental disability. Tasks performed can include, among other things, pulling a wheelchair, retrieving dropped items, alerting a person to a sound, reminding a person to take medication, or pressing an elevator button. Emotional support animals and comfort animals are not service animals. The work or tasks performed by a service animal must be directly related to the individual's disability. To be a service animal, there is no requirement for certified documentation of training or designation; it is the task for which the animal provides disability assistance which is determinative of whether an animal is a "service animal". Conversely a doctor's letter does not turn an animal into a service animal.
51. "Veterinary hospital" means any establishment maintained and operated by a licensed veterinarian for surgery, wellness program, boarding, diagnosis and treatment of diseased and injured animals.
52. A "vicious animal" means any animal or animals that constitute a physical threat to human beings or other animals. Proof of the fact that an animal has bitten or attacked a person or other animal at any place where that attacked or bitten person or animal is legally entitled to be, shall be prima facie evidence that an animal is vicious and there is a rebuttable presumption that the attacking animal is a vicious animal.
53. "Wild animal" or "exotic pet" means any live monkey (non-human primate), raccoon, skunk, fox, snake, leopard, panther, tiger, lion, lynx, coyote, wolf, crocodilian, any monitor exceeding three (3) feet in overall length or any animal which can normally be found in the wild state or any hybrid thereof. Venomous and poisonous animals shall be prohibited in the city limits of Casper, regardless of species or purpose.
54. "Working day" means a day that the Metro Animal Services Shelter is open to the public.
55. "Ungulate" means a hoofed mammal.
56. "Zoological garden" means any facility, other than a pet shop or kennel, displaying or exhibiting one or more of non-domesticated animal(s) by a person, partnership, corporation or government agency.
- 6.04.020 - Dog and cat licensing requirements.

273
274 A. It is unlawful for any person owning, keeping, harboring or having custody of any
275 dog or cat over six months of age, within the City of Casper, not to obtain a license as
276 provided for in this chapter for the dog or cat. This requirement will not apply to a non-
277 resident keeping a dog or cat within the City limits for a period of less than sixty (60) days.
278 The requirement does not apply to service animals.

279
280 B. Dogs and cats must wear valid license tags at all times when off the premises of the
281 owner.

282
283 C. Application for licenses shall be made to the licensing authority, which shall include
284 name and address of the applicant, description of the animal, the appropriate fee, and a
285 certificate to verify that the animal has been vaccinated against rabies by a licensed
286 veterinarian, to include a description of the vaccine used, the date administered and the
287 expiration date of the vaccine.

288
289 D. The license shall be valid for one (1) year from the date of issuance, the license fee
290 must be paid upon issue or renewal and is not transferrable.

291
292 E. Upon acceptance of the license application and fee, the licensing authority shall issue
293 a durable tag, stamped with an identifying number and the calendar year of issuance.

294
295 F. A license shall be issued after payment of a license fee as established by resolution of
296 the City Council.

297
298 G. A duplicate tag may be obtained upon payment in accordance with the fee resolution.

299
300 H. No person shall use any license for any dog or cat other than the dog or cat for which
301 it is issued.

302
303 6.04.035 - Dog exhibition, show and training permit.

304
305 A. Any responsible individual may apply in writing for a dog exhibition, show and/or
306 training permit, to at the Recreation Division office. Subject to the conditions provided in
307 this section, such permit authorizes the holder and those under his or her control and
308 supervision, to utilize those city parks which are otherwise off-limits to dogs not under
309 physical restraint, for the purpose of exhibiting, showing and/or training dog(s) without
310 physical restraint. The issuance of any such permit is conditioned upon the following:

311
312 1. The applicant assumes responsibility for all handlers and dogs which are present
313 in the park pursuant to the authority of the permit;

314
315 2. To be effective, a permit shall be kept on the person of the applicant and the
316 applicant shall remain in the park at all times during which dogs are present pursuant to the
317 authority of the permit;

319 3. An applicant shall submit with the permit application, an administrative fee of
320 Five Dollars (\$5.00) for each event for which the permit is to be effective, with a maximum of
321 Twenty-five Dollars (\$25.00) per year, together with a cleaning and damage deposit of Fifty
322 Dollars (\$50.00) per event. An "event" is defined as an activity lasting not more than three (3)
323 consecutive days. The cleaning and damage deposit shall be refunded to the applicant only if the
324 area used pursuant to the authority of the permit is cleaned as provided in subdivision (5)(iii),
325 and not damaged as provided in subdivision (5)(ii);
326

327 4. The applicant's recognition that such a permit does not entitle the holder to the
328 exclusive use of the park or any portion thereof;
329

330 5. The applicant's agreement:
331

332 i. Not to allow any dog which is unrestrained under authority of the permit, to
333 harass or molest any other animal or person using or present in the park,
334

335 ii. Not to allow any dog which is present under the authority of the permit, to
336 damage or destroy any public or private property located in the park, or
337 the park itself,
338

339 iii. To clean up and properly dispose of any waste deposited in the park by the
340 dogs which are present pursuant to the authority of the permit, prior to leaving the
341 park,
342

343 iv. To personally indemnify and hold the City harmless for any damage or
344 destruction caused by dogs which are present in the park pursuant to the
345 authority of the permit,
346

347 v. To maintain or ensure control over all dogs which are present in the park
348 pursuant to the authority of the permit;
349

350 6. The absence of any violations of this code section by the applicant during the
351 twelve-month period immediately preceding the date of application;
352

353 7. The absence of any previously scheduled event in the park which could be
354 incompatible with the use applied for by the applicant.
355

356 B. An applicant's failure to abide by any permit condition, or the making of any false
357 statement by an applicant on an application, is a violation of this section and upon
358 conviction is punishable by a fine of up to Seven Hundred Fifty Dollars (\$750.00) and/or
359 incarceration for up to six (6) months.
360

361 C. Exhibitions, shows, and training events sponsored by the city shall not require a permit
362 as provided in this section.
363

364 D. Permit applications shall be in substantially the following form:
365

Dog Exhibition, Show, and/or
Training Permit Application

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

1. Date of application; and
2. Name and street address of applicant; and
- 3a. Date(s) for which permit is sought; and
- 3b. Park for which permit is sought;
4. Approximate number of dogs expected at event;
5. Month and year of any violation of Section 6.04.035 by the applicant.

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

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

(A) Number permitted.

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

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

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

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

(B) Fencing Requirements.

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

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

6.04.050 – Beekeeping.

- A. Definitions. The following words, terms and phrases, when used in this section, shall have the following meanings ascribed to them.
1. "Apiary" shall mean a place where bee colonies are kept.
 2. "Bee" shall mean any stage of the common domestic honey bee, *Apis Mellifera* species.
 3. "Colony" shall mean a hive and its equipment and appurtenances, including bees, comb, honey, pollen, and brood.
 4. "Hive" shall mean a structure intended for the housing of a bee colony.
- B. Hives. All bee colonies shall be kept in inspectable-type hives with removable combs, which shall be kept in sound and usable condition as described in Wyoming Statutes, Title 11.
- C. The applicant shall comply with State Regulations regarding the keeping of bees.
- D. Setback. All hives shall be located at least ten feet from any adjoining property with the back of the hive facing the nearest abutting private property lines. Hives may be located on the property line abutting alleyways.
- E. Fencing of Flyways. In each instance in which any colony is situated within twenty-five feet of a developed public or private property line of the tract upon which the apiary is stated, as measured from the nearest point on the hive to the property line. The beekeeper shall establish and maintain a flyway barrier at least six feet in height, consisting of a solid wall or fence parallel to the property line, and extending ten feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least six feet above ground level over the property in the vicinity of the apiary.
- F. Water. Each beekeeper shall ensure that a convenient source of water is available at all times to the bees, so that the bees will not congregate at swimming pools, bib cocks, pet water bowls, birdbaths or other water sources where they may cause human, bird, or domestic pet contact. The water shall be maintained so as not to become stagnant.

G. Any bee colony not residing in a hive structure intended for beekeeping, or any swarm of bees, or any colony residing in a standard or homemade hive which, by virtue of its condition, has obviously been abandoned by the beekeeper, is unlawful and may be summarily destroyed or removed from the city by the city manager or his designee.

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

6.04.070 - Animals for commercial purposes—Inspection.

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

6.04.080 - Fees—Disposition and use.

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

6.04.090 - Animal waste—Owner responsibility.

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

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

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

6.04.100 - Animals at Large—Prohibited and Impoundment

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

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

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

C. No person may capture, restrain, harbor or take possession of an animal not owned by such person, unless the person shall notify or deliver the animal to the Metro Animal Services within twenty-four (24) hours. Metro Animal Services will make every attempt to identify and notify an owner and either impound the animal or complete a found report. This does not apply to persons who take possession of an animal at the owner's request.

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

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

6.04.120 - Animal Services Shelter duties and records.

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

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

6.04.130 - Animals surrendered for adoption—Holding period.

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

6.04.140 - Impounded animals—Time for reclaiming.

548
549 A. In the event the owner does not claim an animal within the time period prescribed in
550 this section and Sections 6.04.100, 6.04.130 and 6.04.150, the owner abandons all rights of
551 ownership to such animal.

552
553 B. Any animal not reclaimed by its owner within the time period prescribed in the
554 sections cited above shall be deemed abandoned, and shall be placed for adoption, or
555 humanely euthanized.

556
557 C. No animal surrendered to a municipal animal shelter will be released for research
558 purposes.

559
560 6.04.150 - Impounded animals—Release conditions.

561
562 A. The owner of an impounded animal shall pay the Metro Animal Services reclaim fee,
563 as established by resolution of the city council.

564
565 B. Metro Animal Services may release an impounded animal to its owner if:

- 566
567 1. The owner presents a valid form of identification;
568
569 2. The owner presents evidence that the dog or cat is licensed. If the animal is not
570 licensed, the owner must purchase a license;
571
572 3. The owner pays the fees associated with the impoundment, as set forth by
573 resolution.
574
575 4. The owner may designate a representative to reclaim their animal when:
576
577 1. the representative presents a valid form of identification.
578
579 2. the representative pays the fees associated with the impoundment, as set forth
580 by resolution.
581
582 3. the representative may have written authorization from the owner of the
583 animal granting permission to the representative to reclaim the animal on behalf of the
584 owner, or the owner may contact MAS , or an APO if the owner is out of town or
585 incapacitated and give verbal authorization.

586
587 C. Metro Animal Services may release an animal to a person other than the owner or
588 humanely euthanize such animal if:

- 589
590 1. The owner does not claim an impounded animal within the time periods prescribed in
591 this section and Sections 6.04.100, 6.04.130, 6.04.140, 6.04.210 and 6.04.250.
592

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

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

6.04.160 - Animals at large—Citation of violation when.

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

6.04.170 - Vaccination and rabies control—Animal bites.

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

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

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

or she has reason to believe the animal has been exposed to or in physical contact with a high risk rabies vector animal, and he or she has reason to believe the animal has been in physical contact with humans.

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

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

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

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

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

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

6.04.180 - Cruelty to animals—Unlawful acts designated.

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

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

687
688 B. No person shall cruelly beat, mutilate or kill an animal unless specifically authorized
689 by law.

690
691 C. No person shall cause, instigate, be a spectator at or permit a dogfight, cockfight,
692 bullfight (bloodless or otherwise), or other combat involving animals.

693
694 D. No person shall abandon any animal, but may relinquish the animal and ownership
695 rights in the animal to an animal shelter or other qualified caretaker.

696
697 E. No person shall fail to provide his/her animal with sufficient good and wholesome
698 food and clean water, proper shelter to protect it from the weather (including sunlight),
699 veterinary care when needed to prevent suffering, and with humane care and treatment.

700
701 F. It is unlawful to annoy, bait, harass, torment or tease any confined or chained animal.

702
703 G. Unless specifically authorized by law, no person shall willfully maim or disfigure any
704 domestic or wild animal, or administer poison, or cause to be ingested any foreign object to
705 any such animal, or expose any poisonous substance with the intent that it shall be taken by
706 any animal, except pests of public health concern. The provisions of this section and
707 Sections 6.04.190, 6.04.200, subsections B and C of Section 6.04.210 and Sections 6.04.220
708 and 6.04.250 do not in any way limit the right of a police officer or animal protection officer
709 to humanly euthanize any wild or domestic animal if such officer determines that there is a
710 reasonable danger to the public safety or if the animal is sick or injured to an extent that
711 humanly euthanizing the animal is the appropriate action to take.

712
713 H. No person shall tether a dog while the dog is outdoors, or within any structure that is
714 not the dog owner's home, except when all of the following conditions are met:

715
716 1. The dog is in visual range of a responsible party.

717
718 2. The tether is connected to the dog by a well fitted, buckle-type collar or a body
719 harness made of nylon or leather, not less than one-inch in width.

720
721 3. The dog is tethered in such a manner as to prevent injury, strangulation, or
722 entanglement.

723
724 4. The tether shall confine the dog to the owner's property.

725
726 5. The dog has access to water, shelter, and dry ground.

727
728 6. The dog is at least six months of age. Puppies shall not be tethered.

729
730 7. No dog shall be tethered for more than 2 hours in any 24-hour period.

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

6.04.190 - Baby animals and fowl.

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

6.04.200 - Animals as commercial incentives.

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

6.04.210 - Animals in motor vehicles—Unlawful acts.

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

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

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

6.04.220 - Accidents injuring animals.

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

6.04.230 - Removal of deceased animals.

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

780
781 B. It shall be the duty of the owner to dispose of his/her own deceased animals from
782 his/her private property.

783
784 6.04.240 - Trapping restrictions for dogs and cats.

785
786 A. No traps shall be used for the capture of an animal by any person within the City of
787 Casper, other than humane live box traps. Also, no traps shall be set when trap temperatures
788 exceed ninety (90) degrees Fahrenheit or fall below thirty-two (32) degrees Fahrenheit.

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

791
792 C. Traps must be checked every four (4) hours unless they are set in such a manner as to
793 provide proper shelter once the animal is confined.

794
795 D. Animal control protection officers may go onto private property, exclusive of
796 buildings, to remove a trapped animal.

797
798 6.04.250 - Cruelty to animals—Intervention authorized.

799
800 A. In addition to the prosecution of violations in this Chapter, an animal protection
801 officer may lawfully interfere to prevent the perpetration of any act of cruelty upon any
802 animal in his/her presence.

803
804 B. A law enforcement officer or an animal protection officer may remove, shelter and
805 care for any animal found to be cruelly exposed to the weather, starved or denied adequate
806 water, neglected, abandoned or otherwise treated in a cruel manner, and shall deliver such
807 animal to MAS for proper care and placement. In all cases, the owner, if known, shall
808 immediately be notified if the owner or custodian is unknown and cannot, with reasonable
809 effort, be ascertained, or does not, within seven (7) days after impoundment of the animal, it
810 may be treated as abandoned and dealt with as provided in Sections 6.04.100 through
811 6.04.160, and subsection B of Section 6.04.210.

812
813 C. Whenever, in the opinion of any law enforcement officer, animal control protection
814 officer or county health officer (officers), any animal is suffering from distemper, parvo
815 virus or other serious disease, or is severely maimed and suffering from injury, it shall be
816 lawful for such officer to humanely euthanize such animal after consulting with a licensed
817 veterinarian. If the animal is licensed, an attempt to notify its owner shall be made before the
818 animal is euthanized. The above-mentioned officers or designees may humanely euthanize
819 an animal without consulting with a licensed veterinarian or an owner if it is considered an
820 emergency situation, to relieve the animal from undue suffering. The owner thereof shall not

recover damages for such animal unless he/she shall prove that euthanasia was unwarranted without reason under the circumstances known to the officers.

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

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

6.04.270 - Chicken hens – Enclosure and other limitations.

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

1. The maximum number of chicken hens permitted shall be six (6).
2. No roosters shall be permitted, with the exception that roosters shall be permitted in the AG (urban agriculture) zoning district.
3. Only chicken hens shall be permitted. Chicken hens may be any breed or crossbreed of chicken. No hybrids will be allowed unless properly zoned, or a conditional use permit has been approved by the Planning and Zoning Commission.
4. Chicken hens shall be provided with a covered, fully enclosed and predator-resistant coop which is adequately ventilated, designed for easy access for cleaning, and shall consist of an enclosed area (may include the pen) of at least five (5) square feet per chicken hen. Chicken hens shall be protected from predators by being enclosed in the coop from dusk until dawn.
5. During daylight hours, the chicken hens shall have access to the coop/pen at all times. If the chicken hens are permitted outside of the coop/pen, then the area which they have access to must be secured, with a minimum of a six foot high privacy fence, and if necessary, wing feathers shall be clipped to prevent the birds from flying and escaping.
6. The coop/pen shall be cleaned and maintained so as not to cause excessive smells or odors, dust, or attract excessive insects or vermin. The frequency of cleaning shall depend on the number of chicken hens, the type of litter, the area of the coop, and the weather. Section 6.04.090 shall apply to the enforcement of chicken waste, to include unharvested eggs, and the owner's responsibilities.
7. No butchering of chickens is permitted within the city limits.
8. Coops and pens shall be constructed a minimum of six (6) feet from side and rear property lines, and are only permitted in the rear yard of a home. If an alley is located adjacent to the property, the minimum setback for the coop/pen shall be three (3) feet from the alley.

867
868 9. It is unlawful for chicken hens to be at large, as defined in Section 6.04.010. Any
869 chicken hen found to be at large may be taken into possession and impounded by Metro
870 Animal Services, and shall be adopted, rehomed or euthanized if not reclaimed within five
871 (5) working days.

872
873 10. Chicken hens shall be provided with access to adequate and fresh water at all times,
874 and in a manner to prevent the water from freezing.

875
876 11. No coop shall exceed a footprint of sixty (60) square feet, or shall exceed a height of
877 seven (7) feet at the highest point of the roof.

878
879 12. Chicken feed shall be stored in an airtight, metal container to discourage attracting
880 mice, rats, and other vermin.

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

883
884 14. The requirements of this section are minimum requirements and do not affect any
885 private controls, including any more stringent regulations or prohibitions on the keeping of
886 chicken hens contained in private covenants. Nothing in this chapter shall affect the
887 authority of any owners' association to adopt and enforce more stringent standards for the
888 keeping of chicken hens, or to prohibit outright the keeping of chicken hens on any property
889 within the jurisdiction of such association.

890
891 6.04.280 - Livestock restrictions.

892
893 Livestock may be kept and maintained within the Animal Control District only in areas
894 properly zoned for such use provided. However, that for the purpose of loading and shipping
895 any such animal or animals, it shall not be unlawful to keep the same in loading pens,
896 provided that no such animal shall be kept in such pens within the Animal Control District
897 for a period of no more than twelve (12) hours.

898
899 6.04.290 – Poisonous/venomous prohibited.

900
901 It is unlawful for any person to own or possess any poisonous and/or venomous snake,
902 reptile, or spider. In addition to the penalties provided, the venomous snake, reptile or
903 spider shall be humanely euthanized, unless the court permits an alternative option that will
904 protect the public.

905
906 6.04.300 – Vicious animals - indicia.

907
908 Indicia of vicious animals includes, but is not limited to, animals that:

909
910 a. Have bitten, attacked, endangered or inflicted injury on a human being on public or
911 private property;

b. Have injured or killed a domestic animal;

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

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

6.04.301 – Vicious and Dangerous Animals – Limitations and Prohibitions.

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

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

6.04.302 Public Safety Measures

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

(b) If the court under this subsection does not order an animal destroyed, the owner of the animal shall, within ten (10) days, provide proof to the court that such animal has been permanently marked with an implanted microchip. The microchip shall be implanted under the skin behind the neck, between the shoulder blades and the number registered with Metro Animal Services. Any expenses incurred in connection with microchipping shall be borne by the pet owner or his/her agent. Microchipping shall be done by either a licensed veterinarian or a Metro Animal Services officer.

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

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

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

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

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

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

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

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

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

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

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

6.04.303 – Continuation of Dangerous or Vicious Animal Declaration.

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

6.04.305 – Reckless Animal Owner.

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

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

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

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

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

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

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

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

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

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

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

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

6.04.310 - Public nuisance.

1095
1096 A. No owner or person in charge of any dog or cat, or group of dogs and/or cats shall fail
1097 to exercise proper care and control of such animal or animals to prevent them from
1098 becoming a public nuisance, as defined in Section 6.04.010.
1099

1100 B. For the purposes of this section or a conviction hereunder, it shall not be necessary to
1101 demonstrate which animal in a group of animals has created a public nuisance as defined in
1102 Section 6.04.010.
1103

1104 6.04.320 - Breaking into animal services shelter prohibited.
1105

1106 It is unlawful for any person to break into the animal services shelter, or vehicle, or turn
1107 loose or otherwise release any animal impounded therein, or hinder, destruct or prevent the
1108 animal control protection officer from impounding any animal liable to be impounded.
1109

1110 6.04.325 - Police canine exclusions, exemptions.
1111

1112 Police canines working on duty with law enforcement personnel are excluded from Sections
1113 6.04.010(7), 6.04.010(19) and 6.04.010(23); and are exempted from Sections 6.04.170(C)
1114 through (G) and (I) and (J), and 6.04.300.
1115

1116 6.04.330 - Enforcement—Police department authority.
1117

1118 The provisions of this chapter shall be enforced by sworn officers of the city police
1119 department and/or animal protection officers. It is unlawful, and a violation of this chapter,
1120 to interfere with an animal protection officer in the performance of his/her duties, or to fail
1121 to obey the lawful order of an animal protection officer.
1122

1123 6.04.340 - Violation—Citation and notice to appear.
1124

1125 Whenever an animal protection officer observes or has reasonable cause to believe that a
1126 person has violated one or more provisions of this chapter, such officer is authorized to
1127 prepare one or more written citations containing a notice to appear in municipal court. The
1128 citations, at a minimum, shall be written on a form which notifies the person of the offense
1129 with which he is charged, and the time and place where the person must appear to answer to
1130 the charge.
1131

1132 6.04.350 - Citation—Deemed complaint when—Disposition.
1133

1134 Every animal protection officer, upon issuing a citation herein authorized, shall deposit the
1135 original of the citation with the municipal court, and shall issue a copy of the same to the
1136 person against whom the violation is charged. Upon deposit of the original citation with the
1137 court, the citation may be disposed of only by trial in court or other official action by the
1138 judge of the court, which may include forfeiture of the bail, or by the deposit of sufficient
1139 bail with, or payment of a fine to the municipal court by the person to whom the citation was
1140 issued by the animal protection officer. When the citation is sworn to, as required under the

1141 general laws of the state in respect to a complaint charging a commission of the offense
1142 alleged in the citation to have been committed, then the citation, when filed with the
1143 municipal court, shall be deemed a lawful complaint for the purpose of prosecution under
1144 this chapter.

1145
1146 6.04.360 - Violation—Penalty.

1147
1148 A. For the purpose of this section, a "conviction" means a finding of guilt by the court
1149 after trial, or a plea of guilty or *nolo contendere* to the offense charged.

1150
1151 B. Any person who violates any of the provisions of this chapter, except 6.04.301,
1152 6.04.302, 6.04.303, shall be deemed guilty of a misdemeanor, and upon conviction may be
1153 punished by a fine of up to Seven Hundred and Fifty Dollars. (\$750.00).

1154
1155 C. Any person who violates any of the provisions of Sections 6.04.301, 6.04.302 and
1156 6.04.303, shall be deemed guilty of a misdemeanor, and upon conviction may be punished
1157 by a fine of up to Seven Hundred Fifty Dollars (\$750.00) or six months in jail or both.

1158
1159
1160 NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF
1161 THE CITY OF CASPER, WYOMING:

1162
1163
1164 That the Casper City Council, having determined that the Animal Care and
1165 Control Ordinance within the Casper Municipal Code, Chapter 6.04 shall be further defined and
1166 that the Chapter be repealed and replaced with the above.

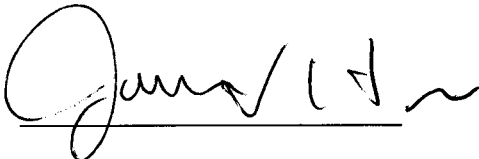
1167
1168
1169 This Ordinance shall become effective on _____, 2019.

1170
1171 PASSED on 1st reading the 22nd day of January, 2019.

1172
1173 PASSED on 2nd reading the ____ day of _____, 2019.

1174
1175 PASSED, APPROVED AND ADOPTED ON 3rd and final reading the ____ day
1176 of _____, 2019.

1178
1179 APPROVED AS TO FORM:

1180
1181
1182
1183 
1184

1185 ATTEST:

1186
1187
1188
1189
1190 Fleur D. Tremel
1191 City Clerk

CITY OF CASPER
A municipal corporation

Charles Powell
Mayor

ORDINANCE NO. 2-19

AN ORDINANCE AMENDING CHAPTER 5.08
OF THE CASPER MUNICIPAL CODE

WHEREAS, the current Casper Municipal Code regarding alcoholic beverages requires updating to remain consistent with Wyoming State Statutes as they have been amended; and,

WHEREAS, the State Statutes provide for local oversight of local licenses and permits; and,

WHEREAS, The city is authorized to regulate and take measures to prevent conduct which disturbs or jeopardizes the public health, safety, and peace; and,

WHEREAS, it is in the citizens of Casper's best interest and the City's best interest to promote the responsible use of alcoholic beverages.

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

5.08.010 - Definitions.

As used in this chapter:

1. "Alcoholic liquor" means any spirituous or fermented fluid, substance or compound other than malt beverage, intended for beverage purposes, which contains more than one-half of one percent of alcohol by volume.
2. "Bar and grill liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.
3. "Barrel" is a unit of liquid measure equal to thirty-one U.S. gallons.
4. "Building" means a roofed and walled structure built or set in place for permanent use.
5. "Club" means any of the following organizations:
 - a. A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state;
 - b. A chapter, lodge or other local unit of an American national fraternal organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subdivision, an American fraternal organization means an organization actively operating in not less than thirty-six

- states or having been in active continuous existence for not less than twenty years, but does not mean a college fraternity;
- c. A hall or building association of a local unit specified in subdivisions a and b of this subsection, of which all of the capital stock is owned by the local unit or its members, operating clubroom facilities for the local unit;
 - d. A golf club having more than fifty bona fide members and owning, maintaining or operating a bona fide golf course together with a clubhouse;
 - e. A social club with more than one hundred bona fide members who are residents of the county in which it is located, owning, maintaining or operating club quarters, incorporated and operating solely as a nonprofit corporation under the laws of this state and qualified as a tax exempt organization under the Internal Revenue Service Code and having been continuously operating for a period of not less than one year. The club shall have had during this one-year period a bona fide membership paying dues of at least twenty-five dollars per year as recorded by the secretary of the club, quarterly meetings, and an actively engaged membership carrying out the objects of the club. A social club shall, upon applying for a license, file with the licensing authority and the commission a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the commission a detailed statement of its activities during the preceding year which were undertaken or furthered in pursuit of the objects of the club together with an itemized statement of amounts expended for such activities. Club members, at the time of application for a limited retail liquor license pursuant to this chapter, shall be in good standing by having paid at least one full year in dues;
 - f. Club does not mean college fraternities or labor unions.
- 6. "Conviction" ~~for the purpose of computing demerit points against a liquor license holder~~ shall mean a finding of guilty, the entry of a guilty or no contest plea, or the entry of a guilty or no contest plea as part of a deferred sentence in any court. ~~to any demerit point violation as set forth in Section 5.08.190.~~
 - 7. "~~Commission~~" "Division" means the Wyoming Liquor Division.
 - 8. "Drugstore" means space in a building maintained, advertised and held out to the public as a place where drugs and medicines are sold and prescriptions compounded and where a registered pharmacist is regularly employed.
 - 9. "Industry representative" means and includes all wholesalers, manufacturers, rectifiers, distillers and breweries dealing in alcoholic liquor or malt beverage, and proscriptions under their conduct includes conduct by a subsidiary, affiliate, officer, director, employee, agent, broker or any firm member of such entity.
 - 10. "Intoxicating liquor," "alcoholic liquor," "alcoholic beverage" and "spirituous liquor" are construed as synonymous in meaning and definition.
 - 11. "Licensee" means a person holding a:
 - a. Retail liquor license;
 - b. Limited retail liquor license;

- c. Resort liquor license;
 - d. Malt beverage permit;
 - e. Restaurant liquor license;
 - f. Catering permit;
 - g. Special malt beverage permit; or
 - h. Bar and grill liquor license;
 - i. Manufacturer's license-granted by the Wyoming Liquor Division and a City issued satellite manufacturer's permit.
12. "Limited retail liquor license" means a license issued as hereinafter provided to a bona fide fraternal club.
13. "Malt beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substitute therefor, containing at least one-half of one percent of alcohol by volume.
14. "Malt beverage permit" means the authority under which the licensee is permitted to sell malt beverages only.
15. "Manufacture" or "manufactures" means distilling or rectifying and bottling or packaging any spirituous fluid, substance or compound intended for beverage purposes which contains at least one-half of one percent (.5%) alcohol by volume;
16. "Microbrewery" is a commercial enterprise as defined by Wyoming Statute Section 12-1-101(a)(ixx).
17. "Operational" means offering for sale to the general public alcoholic liquor and malt beverages as authorized under a license or permit issued under this title for not less than three consecutive months during any calendar year.
18. "Original package" means any receptacle or container used or labeled by the manufacturer of the substance, containing any alcoholic liquors or malt beverages.
19. "Person" includes an individual person, partnership, corporation, limited liability company or association.
20. "Resident" means a domiciled resident and citizen of Wyoming for a period of not less than one year who has not claimed residency elsewhere for any purpose within a one-year period immediately preceding the date of application for any license or permit authorized under this chapter.
21. "Restaurant" means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. The building shall have a dining room or rooms, a kitchen and the number and kinds of employees necessary for the preparing, cooking and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full-service restaurant. The

service of only fry orders or such food and victuals as sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section.

22. "Restaurant liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor and malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.

23. "Retail liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for use or consumption, but not for resale.

24. "Room" means an enclosed and partitioned space within a building, large enough for a person. Partitions may contain windows and doorways, but any partition shall extend from floor to ceiling.

25. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivery, or dispensing and pouring for value, exchanging for goods, services or patronage, or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.

26. "Special malt beverage permit" means the authority under which a licensee is permitted to sell malt beverages at public auditoriums, civic centers or events centers, meeting the qualifications hereinafter provided.

27. "Wholesaler" means any person, except the commission, who sells any alcoholic or malt beverage to a retailer for resale.

28. "Winery" means a commercial enterprise manufacturing wine at a single location in Wyoming in quantities not to exceed ten thousand gallons per year.

(Ord. 33-06 §§ 1, 2, 2006; Ord. 24-96 § 1, 1996; Ord. 22-93 § 1, 1993; Ord. 8-88 § 1, 1988; Ord. 25-86 (part), 1986; prior code § 3-1)

(Ord. No. 34-15, § 1, 12-15-2015)

5.08.020 - Authorization—Rules and regulations.

A. The City of Casper may issue liquor licenses of the types, and in the manner, and subject to fees and regulations allowed by the State Liquor Code, Wyoming State Statutes 12-1-101 et seq. as these statutes may be amended from time to time.

B. The city council is authorized to license, regulate and prohibit the retail sale of alcoholic liquors and malt beverages under this chapter. The city council may, from time to time, make rules and regulations as it deems necessary to carry out the provisions of this chapter; provided that said rules and regulations are consistent with the provisions contained in this chapter and the applicable state statutes.

(Ord. 25-86 (part), 1986; prior code § 3-45)

~~5.08.015~~ **5.08.030** - Compliance with Requirements.

All liquor license applicants and holders and their employees and agents shall comply with all relevant provisions of Wyoming State Statutes 12-1-101 et. seq. and any applicable City of Casper ordinances, resolutions, rules, and regulations as they may be amended from time to time.

Any violation of this chapter occurring on a licensed premise or in relation to any other license or permit shall be attributable to the license or permit holder for purposes of licensure oversight and the public health and safety and peace. The acts or omissions of employees or agents of the licensee or permit holder are the responsibility of the licensee or permit holder.

~~5.08.030~~ **5.08.040** - License—Required.

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

(Ord. 22-93 § 2, 1993: Ord. 25-86 (part), 1986: prior code § 3-9)

5.08.050 - License application—Contents and fees.

Any person desiring a license or permit, including a satellite manufacturer's permit, under the provisions of this chapter, if alcoholic beverage sales thereunder are to take place within the city, shall apply to the city council for the same upon a form of application prepared by the attorney general of the state and furnished to the city. It shall be sworn to by the applicant, filed in the office of the city clerk and be accompanied by the sum of fifteen dollars in the event that it is submitted as an application for annual renewal to become effective on the annual renewal date of April 1st, and in the sum of thirty dollars for an application submitted at any other time or for any other purpose. The set amount is intended to defray the expense of publishing notice of such application as required by law. Such application shall contain the following information:

A. The location and description of the licensed building in which the applicant will sell under the license, if the building is in existence at the time of application. If the building is not in existence, the location and an architect's drawing or suitable plan of the licensed building and premises to be licensed;

B. The age and residence of the applicant, and of each applicant or partner if the application is made by more than one individual or by a partnership;

C. A disclosure of any criminal record of the applicant or any partner equal to a felony conviction under Wyoming law and any conviction for a violation of Wyoming law relating to the sale or manufacture of alcoholic or malt beverages within ten years prior to the filing of the application;

193 D. If the applicant is a corporation:

194 1. The name, age and residence of each officer, director and stockholder
195 holding, either jointly or severally, ten percent or more of the outstanding and issued
196 capital stock of the corporation, and

197 2. Whether any officer, director or stockholder with ten percent or more
198 ownership has been convicted of a violation of law as provided in subsection C of this
199 section;

200 E. A statement indicating the financial condition and financial stability of a new
201 applicant;

202 F. The site and the zoning of the site where the applicant will sell under the license;

203 G. If the applicant is a limited liability company:

204 1. The name, age and residence of each officer, manager and member holding,
205 either jointly or severally, ten percent or more of the outstanding ownership of the limited
206 liability company, and

207 2. If any officer, manager or member with ten percent or more ownership has
208 been convicted of a violation of law as provided under subsection C of this section;

209 H. No person or partner shall have any interest, directly or indirectly, in a license or
210 permit unless he signs and verifies the application for the license or permit. No corporation shall
211 be granted a license or permit unless two or more of the officers or directors sign and verify the
212 application on behalf of the corporation and also verify upon their oath as individuals that the
213 statements and provisions contained therein are true, except that if all the stock of the corporation
214 is owned by one individual then that individual may sign and verify the application and verify
215 upon his oath that the statements and provisions contained therein are true. No limited liability
216 company shall be granted a license or permit unless at least one of the officers, managers, or if
217 there are no officers or managers, at least one of the members who is duly authorized to act on
218 behalf of the limited liability company signs and verifies the application on behalf of the
219 company and also verifies upon his oath that the statements and provisions contained therein are
220 true.

221 (Ord. No. 9-17, § 2, 6-20-2017; Ord. 40-07 § 1, 2007; Ord. 24-96 § 4, 1996; Ord. 26-89, 1989;
222 Ord. 2-87 § 1, 1987; Ord. 25-86 (part), 1986; prior code § 3-10)

223 ~~5.08.050~~ **5.08.060** - License application—Change of ownership and other information.

224 A. Corporate and limited liability company licensees and permittees shall advise the
225 city council within thirty days in writing of any change in the information in any application

required under this chapter. The city shall provide the commission a copy of a notification of change.

B. Whenever an interest of more than ten percent of the whole interest in any corporation, association or organization holding a retail liquor license is sought to be sold, assigned or otherwise transferred, a new application shall first be filed with the city clerk and no such sale, assignment or transfer shall be made without the prior approval of the city council.

C. Whenever ownership of a license or permit is proposed to be transferred, or a retail or limited retail liquor license moved to a different location, or a licensed or permitted facility is proposed to be expanded, a new application shall first be filed with the city clerk, and no such transfer, move or expansion shall be made without the prior approval of the city council as set forth herein.

(Ord. 24-96 § 5, 1996; Ord. 25-86 (part), 1986: prior code § 3-13)

~~5.08.060~~ **5.08.070** - License application—Affidavits required.

In addition to the application form, each applicant shall furnish the city an affidavit in duplicate, setting forth the names and addresses of all stockholders and their respective stockholdings if the applicant is a corporation, and the names and addresses of all members if the applicant is an association or organization. Such affidavit shall also state whether or not any relative by blood or marriage of an individual applicant, partner, stockholder of a corporation or a member of an association or organization making application has any interest in any retail liquor license issued by the city and, if so, the name and address of each such person; such affidavit shall also state whether or not any person, other than the applicant, has any interest, whether direct or indirect, in the license and, if so, the nature of the interest.

(Ord. 2-87 § 2, 1987: Ord. 25-86 (part), 1986: prior code § 3-14)

~~5.08.070~~ **5.08.080** - License application—Notice, hearing and appeals procedure.

A. When an application for a license, special malt beverage permit, satellite manufacturer's permit, or renewal, or a transfer of location or ownership thereof has been filed with the city clerk, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale, and publish the notice in a newspaper of local circulation once a week for two consecutive weeks. The notice shall state that a named applicant has applied for a license, special malt beverage permit, renewal, expansion or transfer thereof, and that protests against the issuance, renewal, expansion or transfer of the license or special malt beverage permit will be heard at a designated meeting of the city council. Each applicant shall, at the time of filing his application, pay the clerk an amount sufficient to cover the costs of publishing notice. Notices may be substantially in the following form:

261 NOTICE OF APPLICATION FOR A _____

262 Notice is hereby given that on the _____ day of _____, 19 _____,
263 (name of applicant) filed an application for a _____ license (permit), in the office of the
264 Clerk of the City of Casper for the following building (insert address) and protests, if any there
265 be, against the issuance (transfer or renewal) of the license (permit) will be heard at the hour of
266 _____ .m. on the _____ day of _____, 19 _____
267 , in the (meeting place of the governing body).

268 _____

269 Dated _____

270 Signed
271 City Clerk
272

273 B. Any license or other permit authorized under this chapter shall not be issued,
274 renewed, expanded or transferred until on or after the date set in the notice for hearing protests.
275 If a renewal or transfer hearing, the hearing shall be held no later than thirty days preceding the
276 expiration date of the license or special malt beverage permit. A license or special malt beverage
277 permit shall not be issued, renewed, expanded or transferred if the city council finds from
278 evidence presented at the hearing:

279 1. The welfare of the people residing in the vicinity of the proposed license or
280 permit premises is adversely and seriously affected;

281 2. The purpose of this chapter shall not be carried out by the issuance, renewal,
282 expansion or transfer of the license or permit;

283 3. The number, type and location of existing licenses or special malt beverage
284 permits meet the needs of the vicinity under consideration;

285 4. The desires of the residents of the city will not be met or satisfied by the
286 issuance, renewal or transfer of the license or special malt beverage permit; or

287 5. Any other reasonable restrictions or standards which may be imposed by the
288 city council shall not be carried out by the issuance, renewal, expansion or transfer of the
289 license or permit.

290 ~~C. The owner and holder of an expired liquor license or permit or one due for~~
291 ~~expiration has a preference right to a new license for the same location. After the required notice~~
292 ~~and a public hearing, each application claiming renewal preference shall be promptly considered~~
293 ~~and acted upon by the city council.~~

294 **DC.** When any application is filed with the city council, the city clerk shall
295 immediately forward a copy of the application to the division. The city council shall not approve
296 or deny an application until the division has certified the application is complete pursuant to this
297 subsection. All applications shall be deemed to be certified unless objection is made by the
298 division within ten working days after receipt of the application. Upon approval or denial of an
299 application, the city council shall promptly notify the division.

300 **ED.** An applicant for a renewal license or special malt beverage permit may appeal to
301 the district court from an adverse decision by the city council. No applicant for a new license or
302 permit shall have a right of appeal from the decision of the city council denying an application.

303 **FE.** Upon an appeal, the person applying for a license and claiming renewal preference
304 shall be named as plaintiff, with the city council named as defendant. During the pendency of an
305 appeal, a renewal license denied by the city council shall not be granted to any other applicant.
306 Upon notice of appeal the city clerk shall transmit to the clerk of the district court a certified
307 copy of the application, of each protest, if any, and of the minutes recording the decision
308 appealed from. The appeal shall be heard as a trial de novo with evidence taken and other
309 proceedings had as in the trial of civil actions. The court may accept and consider as part of the
310 record certified documents forwarded to the court by the city clerk. The case shall be heard
311 promptly and the procedure shall conform to the Wyoming Rules of Civil Procedure unless other
312 procedures are provided for or required.

313 **F. The date the renewal application is due to the City Clerk's office for renewal**
314 **will be set by the City Clerk. Renewal applications received after this date will be assessed**
315 **a late fee. Late fee will be One Hundred Dollars (\$100.00) and must be paid before the City**
316 **Clerk will accept the renewal application. Late applications more than 3 weeks late may**
317 **not be renewed.**

318 (Ord. No. 9-17, § 3, 6-20-2017; Ord. 24-96 §§ 6, 1996; Ord. 25-86 (part), 1986: prior code § 3-
319 15)

320 ~~5.08.035~~ **5.08.090** - Suspension of license by licensing authorities for failure to pay sales tax.

321 The city council may suspend any license issued under this title if the licensee fails to pay
322 sales taxes and the division has ceased sales of alcoholic liquor to the licensee. The licensee may
323 appeal license suspension to the district court in the manner specified under W.S. 12-4-104 and
324 the appeal proceedings shall be in accordance with the Wyoming Rules of Appellate Procedure.
325 The suspension shall remain in effect pending a decision by the appellate court.

326 (Ord. 24-96 § 3, 1996)

327 ~~5.08.025~~ **5.08.100** - Microbrewery and winery permits—Authorized—Conditions—
328 Dual permits and licenses—Fees—Satellite winery permits.

329 A. Subject to restrictions imposed under W.S. 12-4-103 excluding W.S. 12-4-
330 103(a)(vi), the city council may issue:

331 1(a). A microbrewery permit authorizing a permit holder to brew a malt
332 beverage and dispense the brewed malt beverage for on-premises and limited off-
333 premises personal consumption;

334 1(b). A satellite manufacturer's permit authorizes the permittee to sell the
335 permittee's product at the satellite location consistent with the manufacturer's license.

336 2. A winery permit authorizing a permit holder to manufacture wine and
337 dispense the manufactured wine for on-premises and limited off-premises personal
338 consumption.

339 3. Satellite winery permits, authorizing a winery permit holder to sell its
340 manufactured wine at the number of satellite locations as specified by W.S. 12-4-412(d),
341 as it may, from time to time be amended, from its licensed manufacturing site under the
342 original permit. Satellite winery permits will be issued on application to the city clerk for
343 each location following approval of the city council after a public hearing for
344 consideration of the permit application. Satellite winery permits shall be subject to the
345 applicable terms and conditions of this chapter.

346 4. Every applicant for a satellite winery permit shall file with the city clerk, at
347 the time of application for the initial permit, and any subsequent permit or renewal
348 thereof, an affidavit in a form approved by the city clerk attesting that the applicant does
349 not have more than the number of satellite locations within the state as specified by W.S.
350 12-4-412(d), as it may, from time to time be amended.

351 5. No satellite winery permit shall be eligible for renewal in the event the
352 applicant thereof has more than the number of satellite locations within the state as
353 specified by W.S. 12-4-412(d), as it may, from time to time be amended.

354 B. The city council:

355 1. May allow the sale of other malt beverages under a microbrewery permit for
356 on-premises consumption when obtained through licensed wholesale malt beverage
357 distributors;

358 2. May allow the sale of other wines under a winery permit for on-premises
359 consumption when obtained from the commission;

360 3. May approve the dual holding of a microbrewery permit or winery permit
361 and one of the following:

362 a. A retail liquor license;

- 363 b. Subject to subsection C of this section, a restaurant license;
- 364 c. A resort license;
- 365 d. A microbrewery permit;
- 366 e. A winery permit; or
- 367 f. A bar and grill liquor license. Provided, however, the provisions of
- 368 this chapter shall apply to any person holding a microbrewery or winery permit
- 369 and a bar and grill liquor license, except the dual holder:
- 370 i. May sell the brewed malt beverage or manufactured wine for
- 371 limited off-premise personal consumption.
- 372 ii. May upon cessation of full service restaurant operations serve
- 373 a limited menu and continue to serve malt beverages authorized under the
- 374 microbrewery permit or wines authorized under the winery permit.
- 375 iii. Shall not include sales of malt beverages or wines authorized
- 376 under the microbrewery or winery permit, or sales other than food service
- 377 and alcoholic beverages, in the annual gross sales report.
- 378 4. May allow the microbrewery to sell on-site its brewed product for off-
- 379 premises personal consumption, not for retail sale, in packaging of bottles, cans or packs
- 380 of an aggregate volume not to exceed two thousand ounces per sale;
- 381 a. All microbrewery products for off-premises personal consumption
- 382 shall be packaged in a sealed container prior to leaving the premises. Such seal
- 383 shall be of such a nature as to indicate whether the container has been opened
- 384 subsequent to the most recent purchase of a beverage in that container.
- 385 5. May allow the winery to sell its manufactured wine on site for off-premises
- 386 personal consumption, not for retail sale, in packaging of bottles of an aggregate volume
- 387 not to exceed two thousand twenty-eight ounces per sale;
- 388 a. All winery products for off-premises personal consumption shall be
- 389 packaged in a sealed container prior to leaving the premises. Such seal shall be of
- 390 such a nature as to indicate whether the container has been opened subsequent to
- 391 the most recent purchase of a beverage in that container.
- 392 6. Shall limit the number of microbreweries or the number of wineries to no
- 393 more than those allowed in W.S. 12-4-201(d) for each permit;

7. May allow the transfer of a microbrewery or winery permit to another location and ownership of the microbrewery or winery may be transferred upon approval by the local licensing authority; and

8. Shall assess a fee of not less than three hundred dollars nor more than five hundred dollars payable annually in advance for each microbrewery or winery permit; shall assess a fee of one hundred dollars annually for up to three satellite winery permits issued within the city to the same applicant. When dual ownership of a microbrewery or winery permit and a liquor license exists, no additional fee shall be assessed other than the retail, restaurant or resort license fee.

C. Restaurant license restrictions of this chapter shall apply to any person holding a microbrewery or winery permit and a restaurant liquor license pursuant to subsection (B)(3)(b) of this section, except the dual holder:

1. May sell the brewed malt beverage or manufactured wine for limited off-premises personal consumption pursuant to subsections (B)(4) and (5) of this section;

2. May upon cessation of full service restaurant operations, serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit or wines authorized under the winery permit; and

3. Shall not include sales of malt beverages or wines authorized under the microbrewery or winery permit, or sales other than food service and alcoholic beverages in the annual gross sales report required under this chapter.

(Ord. No. 9-17, § 1, 6-20-2017; Ord. No. 11-14, § 1, 6-3-2014; Ord. 33-06 § 3, 2006; Ord. 24-96 § 2, 1996; Ord. 22-93 § 3, 1993)

5.08.105 – Manufacturing and rectifying.

a. A holder of a manufacturer's license who is a federally licensed distiller or rectifier may dispense free of charge at the site identified on the manufacturer's license samples in quantities not to exceed one and one-half (1.5) ounces of their product manufactured at the site identified on the manufacturer's license and no more than three (3) ounces of samples per consumer per day. The dispensing of samples shall be subject to the schedule of operating hours set pursuant to W.S. 12-5-101 and the licensed building provisions provided in W.S. 12-5-201.

b. The local licensing authority may issue to the holder of a manufacturer's license granted under subsection (a) of this section who is a federally licensed distiller or rectifier, a satellite manufacturer's permit which allows the permittee to sell product manufactured at the site identified on the manufacturer's license at not more than one (1) satellite location within Wyoming separate from its manufacturing site under the original permit. All products sold at a manufacturer's satellite location shall be obtained through the division. The satellite

manufacturer's permit may be issued on application to the appropriate licensing authority. The local licensing authority may require a public hearing and the payment of an additional permit fee not to exceed one hundred dollars (\$100.00). The satellite manufacturer's permit shall be subject to the terms and conditions of W.S. 12-4-106, the schedule of operating hours set pursuant to W.S. 12-5-101 and the licensed building provisions pursuant to W.S. 12-5-201.

c. For purposes of this section:

(i) "Distiller" includes any person who:

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

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

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

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

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

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

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

~~5.08.430 5.08.110—Evidence of sale—Possession of federal tax stamp.~~

~~The possession of any alcoholic beverage, as the same is defined in Section 5.08.010, and the possession of a special tax stamp from the government of the United States authorizing the sale of any alcoholic liquor or malt beverage by a person not licensed under this chapter is prima facie evidence that the person possessing the alcoholic beverage and special tax stamp is selling the alcoholic beverage in violation of this chapter. A certified copy of such special tax stamp verified by the proper authorities shall be admitted in evidence in all respects as the original special tax stamp might be received.~~

~~5.08.440 5.08.120 - Evidence of sale—Persons and alcoholic beverages on premises.~~

The presence of any person in any unlicensed structure, room or place, other than the person maintaining the place, such person having upon any table, bench, bar or other article any

container wherein there is any alcoholic liquor or malt beverage and in near proximity to where any such person is standing or sitting is prima facie evidence that the person maintaining the premises is maintaining a nuisance.

~~5.08.080~~ **5.08.130** - Special malt beverage permit.

A. Public auditoriums, civic centers and events centers meeting the qualifications of subsection B of this section may be licensed by the city council under a special malt beverage permit.

B. To qualify for a special malt beverage permit an applicant must meet the following requirements:

1. The applicant must be a responsible person or organization;

2. The public auditorium, civic center or events center shall be an enclosed building owned by the city or the county, containing meeting rooms, kitchen facilities and at least one auditorium which has a seating capacity for no less than five thousand persons and is used for public gatherings;

3. The person or organization applying for the permit must hold a written agreement with the owner of the public auditorium, civic center or events center, giving said applicant the right to sell concessions within the building for the period for which the license will be effective.

C. No person or organization holding a special malt beverage permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverage be sold for consumption off the premises authorized by the permit. It shall be the duty and obligation of the holder of the permit to see that no sales are made to any person under the age of twenty-one years.

D. The permits authorized by this section shall be issued after a hearing on the application, and the license fee shall be one thousand five hundred dollars, payable annually in advance.

E. The permit shall be subject to such rules and regulations as are established by the city council for the following:

1. The hours and days of operation of the licensed building.

(Ord. No. 9-17, § 4, 6-20-2017; Ord. 8-88 § 3, 1988; Ord. 25-86 (part), 1986: prior code § 3-22)

~~5.08.090~~ **5.08.140** - Malt beverage and catering permits for public events.

A. A malt beverage permit, authorizing the sale of malt beverages only, may be issued by the city manager or his or her designee to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit. Privately owned or leased premises shall be subject to the restrictions set forth in subsections G and H.

- 498 B. A catering permit authorizing the sale of alcoholic liquor and malt beverages may be issued
499 by the city manager or his or her designee to any person holding a retail liquor license
500 authorizing the off-premises sale of both alcoholic and malt beverages, for sales at meetings,
501 conventions, private parties and dinners, or at other similar gatherings not capable of being
502 held within the licensee's licensed premises. No licensee holding a catering permit shall sell
503 or permit consumption of any alcoholic liquor or malt beverage off the premises described
504 in the permit.
- 505 C. The permits authorized by this section shall be issued for one twenty-four-hour period,
506 subject to the schedule of operating hours provided by this chapter. No person or
507 organization shall receive more than a total of twelve malt beverage and ~~twenty-four~~ **thirty-**
508 **six** catering permits for sales at the same premises in any one year. In no event shall more
509 than twenty-four malt beverage permits be issued for any given premises in any one year.
- 510 D. The malt beverage permit and the catering permit shall be issued on application to the city
511 manager or his or her designee without public notice or hearing. An application for a malt
512 beverage permit or catering permit under this section shall be accompanied by a designation
513 of the event for which the application is sought specifying the type of event and the name of
514 the sponsor. Any applicant applying for a permit authorized by this section and having
515 licensed premises located within a jurisdiction other than that jurisdiction to which
516 application is made shall secure the written approval of the licensing authority of that
517 jurisdiction in which the licensed premises are located prior to filing an application for a
518 permit.
- 519 E. The fee for the malt beverage permit and the catering permit shall be fifty dollars per
520 twenty-four-hour period, payable to the city.
- 521 F. Applications shall be submitted on a form approved by the city manager or his or her
522 designee.
- 523 G. Applications for malt beverage permits shall be denied due to any of the following
524 conditions:
- 525 1. Conviction of the following individuals and entities for one or more of the following
526 offenses related to a similar event or location within the preceding five years prior to the
527 date of the application as follows:
- 528 a. Applicant or applicant's entity principals, employees, agents, or representatives
529 while travelling to or from the event or at the event:
- 530 1) Driving while under the influence,
531 2) Public intoxication,
532 3) Disturbing the peace/noise offense,
533 4) Serving after hours at location,
534 5) Controlled substances offenses,
535 6) Serving to a minor,
536 7) Selling alcohol without a license,
537 8) Violation of any provision of Chapter 5.08 of the Casper Municipal Code.

- 538 2. Convictions of any patron, guest, attendee, employee, owner, applicant, or principal
539 resulting from four or more of any of the following offenses occurring at, or stemming
540 from, an event location for which a permit is being applied for, within three hundred
541 sixty-five days prior to the date of the application as follows:
- 542 a. Minor in possession,
 - 543 b. Disturbing the peace/noise offense,
 - 544 c. Selling alcohol without a license,
 - 545 d. Furnishing alcohol to minor,
 - 546 e. Driving while under the influence,
 - 547 f. Controlled substances offense.
- 548 3. Applicant's business entity is not in good standing with the State of Wyoming Secretary
549 of State.
- 550 4. Applicant lack of valid Wyoming sales tax permit.
- 551 5. Applicant nonresident of Wyoming.
- 552 6. Applicant not obtaining other required permits, including, but not limited to, open
553 container, street closure, and food service permits.

554 Any denial by the city manager or his designee may be appealed to the city council by the
555 applicant filing a written notice of appeal with the city manager within ten days of the denial.
556 The appeal will be considered within thirty days of the written notice of appeal being filed.
557 Council's decision is final.

558 Upon denial, or final denial of any malt beverage permit for any of the reasons listed in this
559 section, applicant may apply for future malt beverage permits after the expiration of three
560 hundred sixty-five days from the date of any such denial.

561 The provisions of this section shall become applicable for any license applied for or any
562 conviction of the listed offenses occurring after the effective date of this ordinance.

563 H. Any permit issued under this section may be revoked at any time on the discretion of the
564 city manager, or his or her designee, or the chief of police, or his or her designee, if the
565 event poses a risk to public safety or welfare. Upon revocation, all sales and consumption of
566 alcohol shall cease.

567 (Ord. 11-05 § 1, 2005; Ord. 30-04 §§ 1 (part), 2, 2004; Ord. 33-02 § 1, 2002; Ord. 17-02 § 1,
568 2002; Ord. 2-91, 1991; Ord. 69-87 § 1, 1987; Ord. 25-86 (part), 1986: prior code § 3-28)

569 (Ord. No. 33-11, §§ 1—3, 12-20-2011)

570 ~~5.08.100~~ **5.08.150** - License holder restrictions.

571 A. A license or permit authorized by this chapter shall not be held by, issued or transferred to:

- 572 ~~1. Any member of the city council or county commissioners;~~

- ~~2. Any person employed by the state or a city, town or county as a law enforcement officer or who holds office as a law enforcement officer through election;~~
31. Any party who does not own the licensed building or hold a written lease for a period for which the license will be effective, containing an agreement by the lessor that alcoholic liquor or malt beverages may be sold upon the leased premises, except as provided by subdivision 2 of this subsection;
42. Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within ~~two~~ **one** years after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within ~~two~~ **one** years after license issuance or transfer. Upon a showing of good cause by the licensee and for an additional period of not to exceed one year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational or open for business pursuant to this subsection. Any license or permit in violation of this subsection shall not be renewed by the city council;
53. Any licensee who does not annually purchase at least two hundred fifty dollars of alcoholic liquors or malt beverages from the commission or any authorized malt beverage wholesaler, except any licensee having a planned building not in existence or operational pursuant to subdivision 2 of this subsection;
64. A manufacturer of alcoholic beverages or wholesaler of malt beverages; provided, however, this prohibition is not intended to prevent the manufacture or sale of malt beverages under a microbrewery license issued pursuant to this chapter;
75. A person under twenty-one years of age;
86. A college fraternity or organization created by one or more college fraternities;
97. A chamber of commerce;
- ~~108.~~ A corporation or a limited liability company which has not qualified to do business in Wyoming;
- ~~149.~~ An individual who in not a resident; or
- ~~1210.~~ Any partnership or group of two or more persons unless each individual interested, directly or indirectly, is a resident.
- ~~1311.~~ Except as provided in subsection 12 of this section, a license or permit authorized by this chapter shall not be renewed if the licensee or permittee did not, during the previous one year term of the license or permit, purchase at least two hundred fifty dollars of alcoholic or malt beverages from the commission or any authorized malt beverage wholesaler. A retail liquor license shall not be renewed if the licensee did not, during the previous one year term of the license, purchase at least two thousand dollars of alcoholic beverages from the commission, excluding malt beverage purchases;
- ~~1412.~~ Subsection 11 of this section shall not apply to:
- a. Any licensee or permittee having a planned but not physically functional building pursuant to subsection 4 of this section;

613 b. Holders of special permits issued under Sections 5.08.130 and 5.08.140 of this
614 code.

615 B. No more than one license or permit shall be issued to any one person, except for malt
616 beverage or catering permits, or in conjunction with a microbrewery license as hereinafter
617 provided.

618 (Ord. No. 9-17, § 5, 6-20-2017; Ord. 24-96 § 7, 1996; Ord. 22-93 § 6, 1993; Ord. 8-88 § 2, 1988;
619 Ord. 25-86 (part), 1986: prior code § 3-12)

620 ~~5.08.110~~ **5.08.160** - License interest restrictions.

621 No person or partner shall have any interest, directly or indirectly, in a license or permit
622 unless he signs and verifies the application for the license or permit and no corporation shall be
623 granted a license or permit unless two or more of the officers or directors sign and verify the
624 application on behalf of the corporation and also verify upon their oath as individuals that the
625 statements and provisions are true.

626 (Ord. 25-86 (part), 1986: prior code § 3-11)

627 ~~5.08.120~~ **5.08.170** - Retail, resort and restaurant license fees.

628 Every person holding a retail, resort or restaurant license authorized by the provisions of this
629 chapter shall pay annually in advance, for a license hereunder, the sum of one thousand five
630 hundred dollars. The license fee shall be paid to the clerk of the city before the license is issued.

631 (Ord. 25-86 (part), 1986: prior code § 3-18)

632 ~~5.08.130~~ **5.08.180** - Fee disposition—Refunds prohibited.

633 All fees for licenses and permits issued by the city council paid under this chapter shall be
634 deposited into the city treasury. No refund of all or any part of a license or permit fee shall be
635 made at any time following issuance.

636 (Ord. 25-86 (part), 1986: prior code § 3-16)

637 ~~5.08.140~~ **5.08.190** - License and permit term.

638 A. A license or permit is considered a personal privilege to the holder and the term of the
639 license or permit is for one year unless sooner revoked, except for twenty-four-hour catering
640 and malt beverage permits. When a valid license or permit is determined to be part of the
641 estate of a deceased holder, the administrator or executor of the estate may exercise the
642 privilege of the deceased under the license or permit until the expiration of the license or
643 permit.

644 B. The term of a license or special malt beverage permit may be less than one year if specified
645 by the city council to coincide with the annual date or dates set by the authority for
646 consideration of license and permit issuance, renewals and transfers. In the event that the

city council issues a license or permit for a term less than one year, it shall prorate the fee accordingly. Any licensee not attempting to renew a newly issued prorated license or permit valid for a term of less than one year shall not be eligible for any license or permit authorized under this chapter for a period of two years after the expiration date of the prorated license or permit.

(Ord. 25-86 (part), 1986: prior code § 3-17)

~~5.08.150~~ **5.08.200**- Number of licenses allowed—Council authority.

The city council may issue less than the total number of allowable liquor licenses allowed by state statutes and may issue any license or permit authorized by this chapter.

(Ord. 25-86 (part), 1986: prior code § 3-46)

~~5.08.160~~ **5.08.210**- License—Display required.

Each licensee shall display his license in a conspicuous place in the licensed building.

(Ord. No. 9-17, § 6, 6-20-2017; Ord. 25-86 (part), 1986: prior code § 3-36)

~~5.08.170~~ **5.08.220** - License—Transfer conditions and procedures.

A. Except as otherwise provided, after public hearing and subject to the approval of the city council, a license or permit may be transferred to or renewed on different premises on the same basis as the original application or a licensed or permitted facility may be expanded. An additional license fee of not more than one hundred dollars, as specified by city council resolution, is required for the remaining term of the license or permit. A transferred license or permit shall expire on the same day as the original license or permit.

B. A licensee, or the executor or administrator of the estate of a deceased licensee, may assign or transfer the license or permit by a sale made in good faith. The assignment and transfer shall first have the approval of the city council, which consideration shall be based in part upon a public hearing and an application filed under oath by the assignee or transferee showing the person or entity to be qualified to hold a license or permit under Wyoming law. The approval of the transfer shall not be given by the city council if proceedings, including an action to collect delinquent sales tax payments pursuant to W.S. 12-2-306, are pending to suspend, revoke or otherwise penalize the original license or permit holder. A transfer of a license or permit shall require the payment of an additional license fee to the city of not more than one hundred dollars for the transfer, and upon assignment the assignee may exercise the privilege of continuing the business authorized by the license or permit.

(Ord. 24-96 § 8, 1996: Ord. 25-86 (part), 1986: prior code § 3-42)

~~5.08.180~~ **5.08.230** - Transfer, sale or attachment restrictions.

No license or permit shall be transferred or sold, or licensed or permitted facility expanded except as provided by this chapter, nor used for any place not described in the license or permit at the time of issuance, nor shall any license be subject to attachment, garnishment or execution.

(Ord. 25-86 (part), 1986: prior code § 3-43)

~~5.08.185~~ **5.08.240** - Liquor license application information.

All applicants for liquor licenses shall provide accurate information in conjunction with their applications. Providing false information is declared to be violation of law and may be penalized accordingly.

(Ord. 1-95 § 1, 1994)

~~5.08.200~~ **5.08.250** - Sales by clubs—Petition—Duties and restrictions.

A. Bona fide clubs, as defined in Section 5.08.010(5), shall be licensed under a limited retail liquor license for which they shall pay a license fee of one hundred dollars annually in advance, which license fee shall be paid to the city.

B. At least fifty-one percent of the membership of a social club as defined by Section 5.08.010(5)(e), shall sign a petition indicating a desire to secure a limited retail liquor license. The form of the petition shall be prescribed by the commission and shall include the residence address of each member signing the petition. The petition shall be submitted with the initial application for a limited retail liquor license.

C. A club holding a limited retail liquor license shall not sell alcoholic or malt beverages for consumption anywhere except within the licensed premises and for consumption by its members and their accompanied guests only. It shall be the duty and obligation of the club to check and regulate sales to members and their accompanied guests to ensure that all alcoholic or malt beverages sold are consumed within the building, space or premises.

D. Any golf club as defined by Section 5.08.010(5) which holds a club limited retail liquor license may dispense alcoholic beverages from any location within the boundaries of the golf club premises. The premises shall be a single property within a contiguous boundary upon which the golf club is located and which shall be identified in the license. Any location on the golf club premises where alcoholic beverages are dispensed as approved by the licensing authority shall comply with applicable sanitation and fire hazard requirements and other applicable laws.

(Amended during Supp. No. 26, 1-07; Ord. 9-05 § 2, 2005: Ord. 25-86 (part), 1986: prior code § 3-19)

~~5.08.240~~ **5.08.260** - Use of drive-in areas—Restrictions.

Upon approval of the city council, a drive-in area adjacent or contiguous to the licensed room may be used by the holder of a retail liquor license for taking orders, making delivery of and receiving payment for alcoholic liquors or malt beverages under the following conditions:

A. The holder of the retail liquor license shall own the area or hold a written lease for the period for which the license was issued;

B. Repealed.

C. The area shall be well lighted and subject to inspection by the city council or its designees at any and all times;

D. No walls or screens shall interfere with observing and checking the part of the area used for orders, delivery and payment;

E. No order shall be received from, nor delivery made to, a person under twenty-one years of age or an intoxicated person in the area;

F. No part of a publicly owned sidewalk, highway, street or alley shall be used for taking orders or conducting sales;

G. Alcoholic liquor or malt beverages shall be sold and delivered in the drive-in area only in the original, unopened package, and consumption of alcoholic liquor or malt beverages in the drive-in area shall not be permitted; and

H. No retail liquor license may be renewed, granted or transferred for any establishment having what is commonly known as a "drive-up" window, door or other service area intended to allow the purchase of alcohol from a motor vehicle. However, nothing in this section shall prohibit the renewal or transfer of a license for an existing establishment having a "drive-up" window in operation prior to the effective date of the ordinance codified in this section at its current location or on adjacent and abutting real property. Should the license be transferred to a new location which is not on adjacent and abutting real property, a "drive-up" window shall not be allowed.

(Ord. No. 9-17, § 7, 6-20-2017; Ord. 20-06 § 1, 2006; Ord. 8-88 § 4, 1988; Ord. 25-86 (part), 1986: prior code § 3-34)

~~5.08.220~~ **5.08.270** - Use of drive-in areas—Council authority.

The agents and officers of the city administering the liquor licenses shall determine whether traffic conditions or physical circumstances hindering law enforcement should require a decision forbidding or restricting sales or delivery in any drive-in area, recommending appropriate action to the city council. If by resolution of the city council the right of a licensee to use certain drive-in areas is forbidden or restricted, that resolution shall be complied with by the licensee.

745 (Ord. 25-86 (part), 1986: prior code § 3-35)

746 ~~5.08.230~~ **5.08.280** - Sales by drugstores.

747 All sales of alcoholic liquor or malt beverages by drugstores holding a retail liquor license under
748 the provisions of this chapter shall be made only in the container received by the druggist in the
749 original package. No such container or original package shall be opened upon the premises
750 where the same is sold, or in any room or building in connection with the drugstore. Any such
751 sale shall be made by a licensed pharmacist or by an adult clerk. The drugstore shall be limited in
752 its sales to the amount provided in this chapter that may be sold by holders of other retail
753 licenses.

754 (Ord. 25-86 (part), 1986: prior code § 3-20)

755 ~~5.08.240~~ **5.08.290** - Resort retail license.

756 The city council may issue resort retail liquor licenses to applicants who meet the requirements
757 of Wyoming Statutes Section 12-4-401. All applicants for issuance or renewal of a resort liquor
758 license shall comply with all applicable state statutes as they may be amended from time to time.

759 (Ord. 25-86 (part), 1986: prior code § 3-21)

760 (Ord. No. 17-17, § 1, 11-7-2017)

761 ~~5.08.250~~ **5.08.300** - Restaurant license issuance—Council authority.

762 A. Subject to availability, restaurants, ~~as defined by subsection 20,~~ may be licensed by the city
763 council under a restaurant liquor license. In addition to the application requirements required by
764 this chapter, the license applicant shall submit a valid food service permit issued by the state of
765 Wyoming upon application.

766 B. Any person holding a limited retail liquor license and otherwise qualified for a restaurant
767 liquor license under Sections 5.08.010 and 5.08.300 through 5.08.330, may be issued a restaurant
768 liquor license by the city council.

769 (Ord. 33-06 § 4, 2006; Ord. 25-86 (part), 1986: prior code § 3-24)

770 ~~5.08.260~~ **5.08.310** - Restaurant license—Food service requirements.

771 A. An applicant for a restaurant liquor license shall satisfy the city council that the primary
772 source of revenue from the operation of the restaurant to be licensed will be derived from food
773 services and not from the sale of alcoholic liquor or malt beverages.

774 B. When renewing a restaurant liquor license, the city council shall condition renewal upon a
775 requirement that not less than sixty percent of gross sales from the preceding twelve months'
776 operation of a licensed restaurant be derived from food services.

C. Upon application for license renewal, a license holder shall submit an annual report to the city council on the sales of the licensed restaurant. The report shall contain the annual gross sales figures of the restaurant and shall separate the gross sales figures into two categories:

1. Food service sales; and
2. Alcoholic liquor and malt beverage sales.

D. The annual report shall be submitted upon a form approved by the city council.

(Ord. 25-86 (part), 1986: prior code § 3-25)

~~5.08.270~~ **5.08.320** - Restaurant licenses—Transfer.

No restaurant liquor license shall be transferred to another location. License ownership may be transferred to a purchaser or lessee of the licensed premises with the approval of the city council.

(Ord. 33-06 § 5, 2006; Ord. 22-93 § 4, 1993; Ord. 25-86 (part), 1986: prior code § 3-26)

~~5.08.280~~ **5.08.330** - Restaurant license—Sale and consumption conditions.

A. Except as provided in subsection F of this section, restaurant liquor licensees shall not sell alcoholic liquor or malt beverages for consumption off the premises owned or leased by the licensee. Except as provided in subsections B and F of this section, alcoholic or malt beverages shall be served for on-premises consumption only, in dining areas which are adequately staffed and equipped for all food services offered by the restaurant.

B. Alcoholic liquor and malt beverages shall be dispensed and prepared for consumption in one room, and one additional room if authorized by the city council upon the licensed premises separated from the dining area in which alcoholic liquor and malt beverages may be served, and in the case of a golf course upon which a restaurant liquor license is operational, at dispensing areas on the premises of the golf course as provided by subsection E hereof. No consumption of alcoholic liquor or malt beverages shall be permitted within the dispensing room or rooms, nor shall any person other than employees who are at least eighteen years of age be permitted to enter a dispensing room. If a restaurant has a dispensing room separate from the dining area which is licensed prior to February 1, 1979, for purposes of alcoholic liquor or beverage sales and consumption, the restaurant may dispense alcoholic liquor or malt beverages in the separate dispensing room under a restaurant liquor license, and any person who is at least eighteen years of age is permitted to enter the separate dispensing room.

C. No alcoholic liquor or malt beverages shall be served to an individual person unless served in conjunction with meals served to, and eaten by, the individual person. However, nothing herein provided shall prohibit the sale of alcoholic liquor or malt beverages to any person whom the licensee, his agents or employees, reasonably believe has the intention of ordering and eating a meal.

D. All sales of alcoholic or malt beverages authorized by a restaurant liquor license shall cease at the time food sales and services cease, or at the hours specified by Section 5.08.390, if food sales and services extend beyond the hours specified therein.

E. With the approval and on the conditions imposed by the city council, any restaurant liquor licensee operating on a golf course may dispense alcoholic beverages from any location on the premises of the golf course, and such holders shall comply with all applicable sanitation and fire hazard requirements, and other applicable laws.

F. A restaurant liquor licensee may permit a patron to remove one unsealed bottle of wine for off-premises consumption provided that the patron has purchased a full course meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. For purposes of this subsection the term "full course meal" shall mean a diversified selection of food which is ordinarily consumed with the use of tableware and cannot conveniently be consumed while standing or walking. A partially consumed bottle of wine that is to be removed from the premises pursuant to this subsection shall be securely sealed by the licensee or an agent of the licensee and placed in a tamper-proof transparent bag which shall also be securely sealed prior to removal from the premises, so that it is visibly apparent that the resealed bottle of wine has not been tampered with. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine which is resealed in accordance with the provisions of this subsection shall not be deemed an open container for purposes of Section 5.08.480.

G. No restaurant liquor licensee shall promote the restaurant as a bar and/or lounge nor shall the licensee compete with a retail liquor licensee in activities other than dinner functions, including, but not limited to, dances, receptions, and other social gatherings.

(Ord. No. 9-17, § 8, 6-20-2017; Ord. 33-06 § 6, 2006; Ord. 11-05 §§ 2, 3, 2005; Ord. 9-05 § 1, 2005; Ord. 25-86 (part), 1986: prior code § 3-27)

~~5.08.285~~ **5.08.340** - Bar and grill liquor license issuance, council authority, criteria and restrictions.

A. Subject to availability, restaurants, as defined by subsection 19 of Section 5.08.010 of this chapter, may be licensed by the city council under a bar and grill liquor license. In addition to the application requirements required by this chapter, the license applicant shall submit a valid food service permit issued by the state of Wyoming upon application. Criteria that may be considered by the city council in determining to whom any such license may be issued may include, but is not limited to the following:

1. The location of the proposed business is in an area: (1) in need of redevelopment; (2) officially designated as an urban renewal area; or (3) that has been identified as being under served by food and beverage services.

2. The issuance of the license will contribute to economic development goals or purposes of the city.

3. Whether the applicant will be investing in the construction of a new structure or will otherwise be materially and substantially updating a current building.

4. If the applicant's business is a new business, the number of new jobs reasonably estimated to be created, or if an existing business, the number of new or additional jobs that will reasonably be created by use of the bar and grill liquor license.

B. Bar and grill licenses shall be subject to the provisions of Sections 5.08.310 and 5.08.330(D) of this chapter to the same extent that those provisions are applicable to restaurant liquor licenses. Bar and grill liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee except as allowed under Section 5.08.330(F) of this chapter.

C. Every person holding a bar and grill liquor license authorized by the provisions of this chapter shall pay annually, in advance, a license fee for such license the sum of ten thousand five hundred dollars for the first license year; and, three thousand dollars for each year thereafter that such license is granted, in addition to any other fees due from such person otherwise holding a microbrewery or winery permit. The license fee shall be paid to the clerk of the city before the license is issued.

D. Bar and grill liquor licenses shall not be sold, transferred, or assigned by the holder.

(Ord. 33-06 § 7, 2006)

(Ord. No. 1-09, § 1, 2-17-2009; Ord. No. 32-12, § 1, 12-4-2012)

5.08.290 5.08.350 - Location—General conditions.

A. The principal place in which alcoholic liquor and malt beverages are sold under a retail liquor license shall be located in one building upon the premises for which the retail liquor license is issued and as approved by the licensing authority.

B. Alcoholic beverages secured in the licensed building by a server may be served only in the licensed building, and in an immediately adjacent fenced or enclosed area as approved by the city council. This area shall not be in another building.

C. The retail licensee may separate the facility for the sale of alcoholic liquor and malt beverages for off-premises consumption from the facility used to serve customers for on-premises consumption.

D. A separated facility for making sales for off-premises consumption shall be separated by a glass or other suitable partition when a connection doorway exists to permit persons to pass freely between the two facilities.

E. The licensee, an employee, or a licensed operator is to be present in the licensed building used for the selling or dispensing of malt beverages or alcoholic liquors at all times during hours of operation.

F. All licensees, other than resort licensees and limited retail licensees, are required to post signage on all exits from the licensed building stating:

"No alcohol beyond this point per City of Casper Ordinance."

All licensees of limited retail or resort liquor licenses shall post signage on all driveway and pathway exits from the legal boundary of the lot or lots under the ownership or lease by the licensee stating:

"No alcohol beyond this point per City of Casper Ordinance."

G. No person under the age of twenty-one shall enter or remain in an establishment that is primarily for off-premise sales of alcoholic liquor or malt beverages unless accompanied by a parent, spouse or legal guardian who is twenty-one years of age or older.

(Ord. No. 9-17, §§ 9, 10, 6-20-2017; Ord. No. 3-14, § 1, 2-4-2014; Ord. 19-95 § 1, 1995; Ord. 25-86 (part), 1986; prior code § 3-30(A))

~~5.08.295~~ **5.08.360** - Right of entry—Inspection.

A. In addition to all other rights of inspection which the city may now or hereafter possess, the public safety director or the designee(s) of the public safety director are empowered to enter and inspect every place of business which is licensed or permitted by the city to sell malt or alcoholic beverages or where malt or alcoholic beverages are sold, stored or kept for the purpose of sale pursuant to a city liquor license or City-issued permit.

B. Entry for purposes of inspection pursuant to this section is authorized only during open business hours unless it is in the presence of the licensee or his agent, employee or representative, or unless the person making entry does so under court order, or the person making entry has reasonable grounds to believe that evidence of a violation of this chapter is within the place to be entered and emergency or exigent circumstances exist such that a warrantless search is allowed by law.

C. Reserved.

(Ord. 19-95 § 2, 1995)

(Ord. No. 9-12, § 1, 3-6-2012; Ord. No. 32-12, § 2, 12-4-2012)

~~5.08.300~~ **5.08.370** - Convention facilities.

If a licensee is engaged in a business operation with convention facilities, the licensee may maintain more than one additional dispensing room under the same license fee. For purposes of this section, a convention facility shall have and maintain all of the following:

A. Motel or hotel sleeping room accommodations;

B. Restaurant facilities; and

C. Conference facilities.

(Ord. 25-86 (part), 1986: prior code § 3-30(B))

~~5.08.320~~ **5.08.390** - Hours of sale generally—Exceptions—Designation of dates for unrestricted operation.

A. All licensees except club licensees and satellite manufacturer's permit holding liquor licenses shall be controlled by the following schedule for operating hours:

1. ~~On all days except Sunday, a~~A licensee may commence the selling, serving, or dispensing of alcoholic liquors or malt beverages at six a.m. and shall cease the sale of both alcoholic liquor and malt beverages promptly at the hour of two a.m. the following day. Any portion of any building used by the licensee for the selling, serving, dispensing, or consumption of alcoholic liquors or malt beverages shall be cleared of all persons other than employees by two-thirty a.m. The licensee shall ensure that all consumption of alcoholic liquors or malt beverages has ceased by two-thirty a.m. within all areas of the licensed building, or in the case of resort licensees, within the boundary of the lot or lots under the ownership or lease by the licensee, other than in private hotel or motel rooms;

~~2. On Sundays, licensees may commence the selling, serving, or dispensing of alcoholic liquors or malt beverages at ten a.m. and shall cease the sale of alcoholic liquors or malt beverages promptly by the hour of ten p.m. Any portion of the building used by the licensee for the selling, serving, dispensing, or consumption of alcoholic liquors or malt beverages shall be cleared of all persons other than employees by ten thirty p.m. The licensee shall ensure that all consumption of alcoholic liquors or malt beverages has ceased by two thirty a.m. Within all areas of the licensed building, or in the case of resort licensees, within the boundary of the lot or lots under the ownership or lease by the licensee, other than in private hotel or motel rooms. However, on Sundays that occur on December 31st licensees may continue to sell, serve, or dispense both alcoholic liquor and malt beverages until the hour of two a.m. on January 1st. At two thirty a.m. on January 1st, any portion of the building used by the licensee for the selling, serving, dispensing, or consumption of alcoholic liquors or malt beverages shall be cleared of all persons other than employees. The licensee shall ensure that all consumption of alcoholic liquors or malt beverages has ceased by two thirty a.m. within all areas of the licensed building, or in the case of resort licensees, within the boundary of the lot or lots under the ownership or lease by the licensee, other than in private hotel or motel rooms.~~

2. Clubs holding a limited retail liquor license may commence the selling, serving, or dispensing of alcoholic liquors or malt beverages each day at nine a.m. and shall cease sales of alcoholic liquor and malt beverages promptly at the hour of two a.m. of the following day and shall clear the licensed building of all persons other than employees by two-thirty a.m. Clubs holding a limited retail liquor license may remain open past two a.m. on the morning of January 1st.

3. The hours of operating designated in subsection A of this section may be modified on no more than four days each calendar year by a resolution of the city council, designating those dates during city or county fairs, rodeos, pageants, jubilees, special holidays or similar public gatherings when all licensees may continuously operate their licensed building, or licensed resort or club premises for a period of twenty-four hours beginning at six a.m. ~~on days other than Sunday, and beginning at ten a.m. on Sundays.~~

(Ord. No. 9-17, § 12, 6-20-2017; Ord. 43-00 § 1, 2000; Ord. 24-96 § 11, 1996; Ord. 25-86 (part), 1986: prior code § 3-29)

~~5.08.330~~ **5.08.400** - Off-premises storage prohibited—Exception.

A licensee shall not store alcoholic liquor or malt beverages outside of the licensed premises unless he files with the commission and the city council a written statement that he stores liquor or malt beverages in a place other than his place of business and states the exact location of the storage place.

(Ord. 25-86 (part), 1986: prior code § 3-31)

~~5.08.190—Demerit point values for alcoholic beverage violations—Hearings—Suspensions and revocation petition consideration—Procedure.~~

~~A.—The city council shall use an alcoholic liquor and malt beverage demerit point system to assist it in identifying licensees which repeatedly violate the provisions of this code relating to alcoholic liquor and malt beverages, and in determining when liquor licenses should be suspended or revoked as a result of such violations. Violations of this chapter by an employee or agent of a licensee, while acting in the service of the licensee, shall be imputed to the licensee for the purposes of this section. Accordingly, a licensee will acquire demerit points upon the conviction of its employees and/or agents for violations of city code Chapter 5.08 committed while acting in the service of the licensee. References to "violations by a licensee," "convictions of a licensee," "demerit points acquired by a licensee," and similar references shall be construed in a manner consistent with this intent. Upon conviction for any offense specified in subsection B of this section, the number of demerit points specified in subsection B shall be acquired by the licensee. Points shall be considered "acquired" by a licensee on the date Chapter 5.08 of this code is violated by the licensee. In attributing points to a licensee, the section number of the city code which the licensee is convicted of violating and the points ascribed to the violation by subsection B are controlling.~~

~~B.—The number of demerit points specified below will be acquired by a licensee as a result of a conviction of it, its employees or agents for violations of the corresponding sections of this chapter.~~

~~Alcoholic Liquor and Malt Beverage Demerit Points~~

CityCode Section or Chapter	Type of Violation	Point Value
5.08.050	Failure to notify city of changes in application information	25
5.08.080(C)	Special malt beverage permit violation:	
	Selling alcoholic liquor other than malt beverages	25
	Malt beverage sold for consumption off authorized premises	25
5.08.090(B)	Catering permit violation:	
	Selling or permitting consumption of alcoholic liquor or malt beverage off the authorized premises	25
5.08.160	Failure to display license	10
5.08.180	Unlawful sale or transfer of license or permit	5
5.08.180	Unlawful expansion of license or permitted facility	50
5.08.185	Providing false information on license application	50
5.08.200	Fraternal club permit violation:	
	Selling alcoholic liquor or malt beverage for consumption off the licensed premises	25
	Selling alcoholic liquor or malt beverage for consumption by other than members and their accompanied guests	25
5.08.210	Drive-in area violation	25
5.08.230	Drugstore sale violation	25
5.08.240	Resort retail license violation:	

	Improper transfer of license	50
	Selling alcoholic beverages or malt liquor for consumption off premises owned or leased by the licensee	25
5.08.280	Restaurant license sale violation	25
5.08.290(B)	Retail liquor license location violation	25
5.08.290(C)	Retail liquor license sale violation	25
5.08.290(E)	Repealed	
5.08.290(H)	Licensee, employee, or licensed operator off premises violation	50
5.08.290(I)	Signage violation	10
5.08.320	Hours of sale violation:	
	Per violation	25
5.08.330	Off-premises storage violation	25
5.08.340	On-premises violations:	
	Prostitution	50
	Public indecency	10
	Obscenity	10
5.08.290(D) — or 5.08.340	Gambling	10
	Any other violation of this chapter	25
Chapter 15.40	Violation of occupancy limit (fire code)	25
	Failure to maintain:	

	Exits and emergency escapes	25
	Fire protection and life safety systems	25
	Unauthorized use of pyrotechnic special effects material	25
5.08.350	Minor illegally on premises	
5.08.360(B)	Failure to check identification	
5.08.360(A)(B)	Sale or gift to minor	
5.08.350 to 380	First violation within 12 months	25
	Second violation within 12 months	50
	Third violation within 12 months	75

1036

1037 1. ~~Liquor licensee will be granted a one time, non-accumulation of points for first time~~
1038 ~~violations of any of the codes numbered 5.08.350 through 5.08.380, provided that the~~
1039 ~~establishment has all alcohol server staff/employees "tips" trained (training for~~
1040 ~~intervention procedures).~~

1041 2. ~~Licensee new hires will be granted a thirty day grace period to obtain their tips training~~
1042 ~~to be eligible for the non-accumulation of points described above in Section~~
1043 ~~5.08.190(B)(1).~~

1044 ~~5.08.340~~ **5.08.410** - Prostitution, public indecency, gambling and obscenity prohibited.

1045 A. No licensee or agent or employee thereof shall knowingly permit prostitution, under
1046 Section 6-4-101, Wyoming Statutes, public indecency under Section 6-4-201, Wyoming
1047 Statutes, or shall promote obscenity under Section 6-4-302, Wyoming Statutes, within any
1048 licensed building or licensed premises under this chapter.

1049 B. Any licensee, permittee or agent or employee thereof violating subsection A of this section,
1050 or aiding, abetting or inciting any violation thereof is, in addition to other penalties provided
1051 by law, subject to the suspension or revocation of his license or permit, and the violation,
1052 aiding, abetting or inciting a violation is sufficient cause for the suspension or revocation of
1053 the license or permit.

1054 (Ord. No. 9-17, § 13, 6-20-2017; Ord. 25-86 (part), 1986: prior code § 3-33)

1055 5.08.350 - Repealed.

1056 ~~5.08.360~~ **5.08.420** - Sale or gift to minors prohibited.

1057 A. It is declared to be illegal and a violation of this chapter for any person to sell, furnish, give
1058 or cause to be sold, furnished or given, any alcoholic liquor or malt beverage to any person
1059 under the age of twenty-one years, unless such person is his or her legal ward, medical
1060 patient or member of his or her own immediate family.

1061 B. For the purpose of establishing the age of any person proposing to buy alcoholic liquor or
1062 malt beverages, all licensees shall demand presentation of identification as provided for in
1063 Section 5.08.440.

1064 (Ord. 8-88 § 5, 1988; Ord. 25-86 (part), 1986: prior code § 3-37)

1065 ~~5.08.370~~ **5.08.430** - Minors—Possession of alcohol or public intoxication.

1066 A. For the purpose of this section "possess" includes the consumption of, or the actual
1067 possession of alcoholic liquor or malt beverages.

1068 B. It is declared to be illegal and a violation of this chapter for any person under the age of
1069 twenty-one years to have alcoholic liquor or malt beverages in his or her possession, or to be
1070 drunk or under the influence of alcoholic liquor or malt beverages on any street or highway
1071 or in any public place. Provided, however, this subsection does not apply to possession of
1072 alcoholic liquor or malt beverages by a person under the age of twenty-one years:

1073 1. When making delivery of alcoholic or malt beverages pursuant to his lawful
1074 employment;

1075 2. Who is in the physical presence of his or her parents or legal guardian;

1076 3. Is a licensee under this title; or

1077 4. When serving alcoholic or malt beverages pursuant to his or her employment if the
1078 person is at least eighteen years of age.

1079 C. It is declared to be illegal for any person to attempt to commit any offense under this
1080 section. Any person convicted of such attempt is subject to fine or jail or both, which
1081 punishment may not exceed the maximum punishment prescribed for illegally possessing
1082 alcoholic liquor or malt beverages under this section.

1083 (Ord. No. 9-17, § 15, 6-20-2017; Ord. 2-95 § 1, 1994; Ord. 12-90 § 1, 1990; Ord. 8-88 § 6, 1988;
1084 Ord. 25-86 (part), 1986: prior code § 3-38)

1085 ~~5.08.380~~ **5.08.440** - Minors—Proof of age.

1086 In order to safeguard against violations of this chapter, any licensee or his agent or employee
1087 may refuse to sell or serve alcoholic liquor or malt beverages to any person who is unable to
1088 produce bona fide evidence of his or her majority and identity. Bona fide evidence of majority
1089 and identity of a person is:

1090 A. ~~As to residents of this state, a Wyoming State driver's license issued pursuant to state~~
1091 ~~law;~~

1092 B. ~~As to nonresidents of this state, identification shall include a state driver's license, or~~
1093 ~~registration certificate issued under the Federal Military Selective Service Act, an~~
1094 ~~internationally accepted passport document with a discernible date of birth and~~
1095 ~~photograph, an identification card issued by the Department of Revenue, or a student~~
1096 ~~identification card issued by any college or university, or any identification issued to~~
1097 ~~any member of the Armed Forces of the United States, all of which identification must~~
1098 ~~be of the type that bears a photograph.~~

1099 A motor vehicle driver's license or valid picture identification card issued by any state,
1100 territory or possession of the United States, the District of Columbia or the Commonwealth of
1101 Puerto Rico, a permanent resident card issued by the United States citizenship and immigration
1102 services, a valid picture identification card issued to a member of the armed forces or an
1103 internationally accepted passport document with a discernible date of birth and photograph is
1104 prima facie evidence of the age and identity of a person.

1105 (Ord. 24-96 § 13, 1996: Ord. 25-86 (part), 1986: prior code § 3-39)

1106 ~~5.08.390~~ **5.08.450** - Minors—False proof of age.

1107 Any person under the age of twenty-one (21) years who attempts in any manner to purchase
1108 alcoholic or malt beverages or who falsifies any identification or uses any false identification in
1109 order to obtain alcoholic or malt beverages is guilty of a misdemeanor.

1110 (Ord. 24-96 § 14, 1996: Ord. 8-88 § 8, 1988: Ord. 25-86 (part), 1986: prior code § 3-41)

1111 ~~5.08.400~~ **5.08.460** – Minors – Age violation – Defense to prosecution.

1112 Proof that a licensee or his employee or agent has demanded, was shown and acted in
1113 reliance upon such bona fide evidence as required in this chapter in any transaction, employment,
1114 use or permission forbidden herein is a defense to any criminal prosecution for the sale of
1115 alcoholic or malt beverages or liquor to a person under the age of twenty-one years or to any
1116 proceedings for the suspension or revocation of any liquor license based thereon.

1117
1118 ~~5.08.410~~ **5.08.470** - Bottle clubs prohibited.

1119 A. A "bottle club" is an operation or enterprise whereby space is given or rented to any person
1120 or persons upon the premises of such operation or enterprise for the keeping or storage of
1121 alcoholic or malt beverages for consumption upon such premises or in other rooms nearby,
1122 used for consumption by the owner of the beverages or guests, the income, profits or fees of
1123 the operator of the bottle club being secured from sales or furnishing mixes, ice, food or
1124 glasses or from dues, charges, contributions, membership cards or assessments.

1125 B. It is unlawful to operate a bottle club in the city, and any person who operates a bottle club
1126 shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine of
1127 not more than one hundred dollars for each offense. Each day of operation shall be deemed a

1128 separate offense. This subsection shall not apply to any person lawfully licensed under the
1129 liquor laws of the state or the city and operating in compliance with the law.

1130 (Ord. 25-86 (part), 1986: prior code §§ 3-6, 3-7)

1131 ~~5.08.420~~ **5.08.480** - Open container restrictions.

1132 A. It is unlawful:

- 1133 1. For any person to sell or dispense alcoholic liquor or malt beverages in open containers
1134 from the licensed facilities used to serve customers for off-premises consumption,
1135 commonly referred to as a "drive-up window";
- 1136 2. To operate a motor vehicle in which alcoholic liquor or malt beverages are present in
1137 an open container, unless the opened container is in the trunk, an outside compartment,
1138 or an inside compartment of a vehicle without a trunk; provided, the inside
1139 compartment is not accessible to the driver or any other person in such vehicle, i.e., the
1140 cargo area behind the rear most seat in a passenger van or station wagon when no
1141 passenger occupies the rear most seat;
- 1142 3. To possess or consume alcoholic liquor or malt beverages from an open container in a
1143 motor vehicle;
- 1144 4. To possess or dispense alcoholic liquor or malt beverages in an open container in any
1145 open space and certain structures in the city unless a license or permit authorizing same
1146 has been issued by the city manager or his or her designee. However, nothing in this
1147 chapter shall be interpreted as authorizing the possession of open containers of alcoholic
1148 liquor or malt beverages in or on motor vehicles;
- 1149 5. For any person or lessee of an unlicensed restaurant to permit any person to possess or
1150 consume alcoholic liquor or malt beverages from an open container within the
1151 restaurant.
- 1152 6. Notwithstanding this section, a resealed bottle of wine may be transported as provided
1153 in the Restaurant License section.

1154 B. Definitions.

- 1155 1. "Certain structures" means any city owned, operated or leased offices, public safety or
1156 maintenance facility and any building or structure used primarily for public
1157 entertainment, i.e., theaters, amusement centers, restaurants and the like, excluding,
1158 however, structures duly licensed to sell or dispense alcoholic liquor or malt beverages.
- 1159 2. "Open container" means any glass, cup, bottle, can or other receptacle used for
1160 drinking, other than the beverage's original unopened package or container, the seal of
1161 which has not been broken and from which the original cap, cork or other means of
1162 closure has not been removed.
- 1163 3. "Open space" means any street, alley, public way, sidewalk, public or private parking
1164 lot set aside for business use, and any other unenclosed public property. However, any
1165 golf course within the city limits shall not be considered open space.

1166 (Ord. 11-05 § 4, 2005; Ord. 30-04 § 1 (part), 2004; Ord. 25-99 § 1, 1999; Ord. 25-86 (part),
1167 1986: prior code § 3-8)

1168 (Ord. 25-86 (part), 1986: prior code § 3-5)

1169 ~~5.08.450~~ **5.08.490** - Public intoxication prohibited.

1170 Every person within the limits of the city who is under the influence of alcohol or any drug
1171 is guilty of a misdemeanor if they are found:

1172 A. Upon any city street, alley, or thoroughfare, or in any public or semi-public place
1173 within the city where the public has the liberty to enter and exit, or in any vehicle on
1174 public or semi-public property within the city, in such a condition that he or she is
1175 unable to exercise care for his or her own safety or the safety of others; or,

1176 B. Interfering with, obstructing, or preventing the free use of any street, sidewalk, or other
1177 public way; or

1178 C. Sleeping or unconscious in that condition in any public or semi-public place within the
1179 city; or,

1180 D. Intruding upon any private premises without the consent of the owner or occupant
1181 therefore; or,

1182 E. Turbulent, violent, menacing or disorderly to such an extent as to jeopardize persons or
1183 property or to such an extent as to menace the public peace and safety.

1184 (Ord. 25-86 (part), 1986: prior code § 3-2)

1185 (Ord. No. 5-15, § 1, 6-2-2015)

1186 ~~5.08.460~~ **5.08.500** - Unlicensed structures declared a nuisance.

1187 Any building, house, structure, room or place, except as such is used exclusively as a
1188 dwelling, where alcoholic, spirituous, fermented, malt liquor beverage is offered for sale,
1189 exchanged for goods or in any way delivered otherwise than in consummation of a gift, which
1190 house, building, structure, room or place is not licensed under the provisions of this chapter is
1191 declared to be a nuisance. It is unlawful to maintain a nuisance as defined herein and any person
1192 who maintains such nuisance is guilty of a misdemeanor and may, upon conviction, be punished
1193 as provided by Chapter 1.28 of this code or any amendments thereto.

1194 (Ord. 25-86 (part), 1986: prior code § 3-4)

1195 ~~5.08.470~~ **5.08.510** - Beer keg regulations.

1196 A. All licensees operating within the city who sell keg beer or party balls for consumption off
1197 licensed premises shall positively identify the purchaser by name, address, date of birth and
1198 shall maintain a state form on file for use of local authorities, if necessary. other relevant
1199 information as prescribed by the police chief/public safety director, and shall require the
1200 signing of a receipt by the purchaser in order to allow kegs or party balls to be traced if the

~~contents are used in violation of this chapter. The receipt shall be on a form prescribed by the police chief/public safety director and shall include the name and address of the purchaser and such other information as may be required by the police chief. All receipts shall be kept by the licensee for a period of six months and shall be subject to inspection by the police chief/public safety director or his/her agent when conducting an investigation.~~

B. Anyone selling keg beer or party balls for off-premises consumption who fails to require the signing of a receipt at the time of sale is guilty of a misdemeanor. ~~Such person shall be punished by a fine of not less than three hundred fifty dollars nor more than seven hundred fifty dollars for the first conviction of this section. For a second conviction of this section within twelve months, such person shall be punished by a fine of not less than five hundred dollars nor more than seven hundred fifty dollars.~~

C. Any purchaser of keg beer or party balls who knowingly provides false information on the receipt required by subsection A above shall be guilty of a misdemeanor. Such person shall be punished by a fine of not less than three hundred fifty dollars nor more than seven hundred fifty dollars for the first conviction of this section. For a second conviction of this section within twelve months, such person shall be punished by a fine of not less than five hundred dollars nor more than seven hundred fifty dollars.

D. As used in this section, "keg" means any brewery-sealed, individual container of beer having a liquid capacity of seven and one-half gallons or more. "Party ball" means any brewery-sealed container of beer having a liquid capacity of five and one-quarter gallons.

(Ord. 22-92, 1992)

~~5.08.029480~~ **5.08.520** – Over-serving and Intoxicated Agents

~~(a) No licensee or their employee or agent or any other person shall sell, serve, give, or deliver, or aid in the sale, service, delivery, or procurement of malt or alcoholic beverages to any person who is or has become obviously intoxicated.~~

(a) No person, whether a licensee, the licensees' employee, or agent, or other person shall sell, serve, give, or deliver or aid in the sale, service, delivery or procurement of malt or alcoholic beverages to any person who is or has become obviously intoxicated.

(b) It shall be unlawful for any licensee or permit holder, or any of their agents or employees to be present on the licensed premises while intoxicated and while acting in any capacity, or purporting to act, as an agent of the licensee or permit holder.

(c) For the purpose of this Chapter, ~~intoxication or~~ **code section**, the state of being obviously intoxicated can be described as any combination of facts, information, observations, or indications that would cause a reasonable and prudent person to believe that an individual **is obviously impaired**.

F. ~~5.08.055~~ **5.08.530** — Violation/Enforcement.

Violations of this chapter may be enforced to the extent and in the manner authorized and described in Wyoming State Statutes 12-1-101 et. seq. as they may be amended from time to time. This includes prosecution of violations in the Municipal Court of the City of Casper as misdemeanor offenses punishable by up to a Seven Hundred Fifty Dollar (\$750.00) fine for each offense, as well as administrative fees, suspension, revocation, nonrenewal, or conditional renewal of licenses. Appeals of any of these enforcement actions may be taken as allowed and in the manner specified by applicable state statutes. Any law enforcement agency issuing a citation or other charging document for a violation of this chapter shall notify the City Clerk of said charge within five (5) business days of its issuance.

F. 5.08.530 – Violation/Enforcement.

Violations of this chapter may be enforced in the Municipal Court of the City of Casper as misdemeanor offenses punishable by up to a Seven Hundred Fifty Dollar (\$750.00) fine for each offense, in the manner authorized and described in Wyoming State Statutes 12-1-101 et. seq. as they may be amended from time to time. Appeals of any of these actions may be taken as allowed and in the manner specified by applicable state statutes. Any law enforcement agency issuing a citation or other charging document for a violation of this chapter shall notify the City Clerk of said charge within five (5) business days of its issuance.

~~In addition to any other penalties or remedies, licensees shall be subject to administrative fees of One Thousand Dollars (\$1000.00) for the third violation within any consecutive twenty four month period of any provisions of this Chapter, Two Thousand Dollars (\$2000.00) for a fourth violation within the same consecutive twenty four month period, and Five Thousand Dollars (\$5000.00) for a fifth or subsequent violation within a consecutive twenty four month period. Any violation relating to the license holder or licensed premises shall apply to this subsection, regardless of whether separate individual employees or agents of the licensee committed the individual violations. The violations need not be of the same section or subsection of this chapter to be counted in this total.~~

~~A notice to pay said fee shall be issued by the City Clerk to the licensee upon notification by the court of licensee's convictions for the relevant offenses. The time frame for accumulation of the violations shall be the date of violations, not the dates of conviction. If such fee is not paid, or an appeal hearing before Council requested in writing to the City Clerk and accompanied by a bond in the amount of the fee at issue within ten (10) days of the notice being given by the Clerk, the license shall be suspended until such time as the fee is paid to the City Clerk. If an appeal hearing is requested, it shall be in Council's sole discretion, after hearing all the relevant facts in the matter, whether to suspend part or all of the fee. The hearing shall not be a contested case hearing, and the Wyoming Administrative Procedure Act shall not apply to such hearing.~~

5.08.535 Licensure Considerations and Administrative Fees

Violations of the Casper Municipal Code and/or Wyoming State Statutes may also be factors in the consideration of suspensions, revocations, nonrenewals or conditional renewals of licenses and permits.

In recognition of the fact that license holders who repeatedly violate the provisions of this Code create an undue burden of the City in administering liquor licenses, in addition to any other penalties or remedies, licensees shall be subject to administrative fees of One Thousand Dollars (\$1000.00) for the third violation of this Chapter within any consecutive twenty-four month period, and Five Thousand Dollars (\$5000.00) for a fifth or subsequent violation within a consecutive twenty-four month period. Any violation relating to the license holder or licensed premises shall apply to this subsection, regardless of whether separate individual employees or agents of the licensee committed the individual violations. The violations need not be of the same section or subsection of this chapter to be counted in this total.

A notice to pay said fee shall be issued by the City Clerk to the licensee upon notification by the court of licensee's convictions for the relevant offenses. The time frame for accumulation of the violations shall be the date of violations, not the dates of conviction. If such fee is not paid, or an appeal hearing before Council requested in writing to the City Clerk and accompanied by a bond in the amount of the fee at issue within ten (10) days of the notice being given by the Clerk, the license shall be suspended until such time as the fee is paid to the City Clerk. If an appeal hearing is requested, it shall be in Council's sole discretion, after hearing all the relevant facts in the matter, whether to suspend part or all of the fee. The hearing shall not be a contested case hearing, and the Wyoming Administrative Procedure Act shall not apply to such hearing.

~~CA. Not later than thirty days following disposition of a charge alleging a violation of state law, this chapter, or Chapter 15.40 of the city code in any court which results in a conviction, the chief of police shall report the following information to the administrative services director who in turn, shall notify the licensee of the demerit points violations acquired as a result of the conviction:~~

~~1. The fact that a licensee, its employee or agent has been convicted of a violation of state law, this chapter or Chapter 15.40 of the city code;~~

~~2. The date of the alleged violation;~~

~~3. The demerit points violations as specified in this chapter that are acquired by the licensee as a result of the conviction; and~~

~~4. Whether the court disposition has been appealed.~~

~~The administrative services director shall maintain the total of all demerit points violations acquired by each licensee. The total of any demerit points violations acquired by a licensee shall be reported by the administrative services director to the city council at the time of application for renewal and at any time the total points violations acquired by a licensee reach the limits for suspension actions of this chapter.~~

~~DB. 1. In the event that a licensee, or with the licensee's prior knowledge of the action leading to the conviction, its agent or employee is convicted of illegally distributing or possessing with intent to distribute a controlled substance in the licensed premises, in any court, the licensee shall acquire one hundred fifty points violations.~~

~~2. In the event that a third party is convicted of illegally distributing or possessing with intent to distribute a controlled substance in the licensed premises, and the city council finds that there is substantial evidence that such occurred with the licensee's, or its agent's or employee's prior knowledge while employed within the licensee's establishment, of the action leading to the conviction, and that licensee, its agent or employee did not report his or her knowledge of such sale or possession to a peace officer, as that term is defined in Wyoming Statutes Section 7-2-101 (1977), as soon as practicable, the licensee shall acquire one hundred fifty points violations.~~

~~3. Should the city council become aware that an event, as described in subsection (D)(1), (D)(2) or (E) of this section, may have occurred, it shall provide the licensee with notice and an opportunity for a hearing. Notice of such hearing shall precede consideration of the matter by at least ten days, shall be served personally or by mail to the address of the licensee listed on the licensee's most recent liquor license application to the city, and shall include a statement:~~

~~a. That the city council has been informed that one or more of the events described in subsection (D)(1), (D)(2) or (E) of this section, has occurred and that as a result demerit points violations may be attributed to the licensee and that a suspension and/or revocation of the license is possible;~~

~~b. Summarizing the nature and date(s) of the alleged event(s) and the number of demerit points violations which would be attributed to the licensee if the city council finds that such event(s) occurred;~~

~~c. That a hearing on the subject has been scheduled before the city council, and further informing the licensee of the time and place of the hearing; and~~

~~d. That the purpose of the hearing is to hear evidence, including that presented by the licensee, on the issue.~~

~~4. In the event that the city council concludes that there is substantial evidence that a licensee, its agent or employee has refused to allow entry and inspection pursuant to Section 5.08.295, the licensee shall acquire one hundred demerit points violations for each day that a refusal occurs.~~

~~E. 1. Except as otherwise provided, the following suspension periods shall be imposed:~~

~~a. Every licensee acquiring one hundred twenty five points violations in a twelve month period shall have its license suspended for seven days;~~

~~b. — Every licensee acquiring more than one hundred seventy-five but less than two hundred fifty points violations in a twelve month period shall have its license suspended for thirty days; and~~

~~e. — Every licensee acquiring more than two hundred fifty points violations in a twenty-four month period shall have its license suspended for sixty days.~~

~~2. — It is declared to be a gross violation, both of this chapter and for the purposes of license revocation as provided in Title 12, Chapter 7, of the Wyoming Statutes, for a licensee to have its license suspended three times in any twenty-four month period. In the event of a gross violation, the city council may authorize a petition to the district court pursuant to Wyoming Statutes Section 12-7-201 to revoke a licensee's license.~~

~~3. — The sanctions provided in this section for demerit points violations are cumulative, and therefore points violations may result in multiple sanctions. Accumulated points violations shall not be excused at the end of the license year, but shall instead continue to be counted against a licensee for the periods described in this section of the Casper Municipal Code.~~

~~FE. — If it appears to the city council that a licensee has acquired sufficient points violations to result in a suspension or revocation of its license, the licensee shall be afforded an opportunity for hearing before the city council. The purpose of such hearing is to allow the licensee to provide information demonstrating that such points violations have not been acquired. Notice of such hearing shall precede consideration of the matter by at least ten days, shall be served personally or by mail to the address of the licensee listed on the licensee's most recent liquor license application to the city, and shall include a statement:~~

~~1. — That it appears to the city council that the licensee has acquired points **violations** such that a suspension and/or revocation of the licensee's license is appropriate;~~

~~2. — Summarizing the nature and date(s) of the incidents resulting in points **violations** and the number of demerit points **violations** alleged to have been acquired by the licensee as a result of such incidents;~~

~~3. — That a hearing on the subject has been scheduled before the city council, and further informing the licensee of the time and place of the hearing; and~~

~~4. — That the purpose of the hearing is to allow the licensee to offer corrections to the information demonstrating such points **violations** have not been acquired.~~

~~GF. — At a hearing, a licensee may appear in person or through counsel. A licensee will be given an opportunity to present evidence and argument on the relevant issue. Evidence relied on shall consist of information commonly relied upon by reasonably prudent people in the conduct of their serious affairs. Irrelevant, immaterial or unduly repetitious evidence shall be excluded. A record shall be made of the proceeding and shall include the following:~~

1384 1. ~~All notices and intermediate rulings;~~

1385 2. ~~Evidence received or considered by the city council including information officially noticed~~

1386 ~~and received from the municipal court;~~

1387 3. ~~Questions and offers of proof, objections and rulings thereon;~~

1388 4. ~~Any proposed findings and exceptions thereto; and~~

1389 5. ~~Any opinion, findings, decision or order of the city council and any report by any hearing~~

1390 ~~officer.~~

1391 **HC.** ~~Nothing shall preclude the city council from appointing one or more hearing examiners~~

1392 ~~to conduct any hearing called for by this section for the purpose of assembling a record for~~

1393 ~~subsequent consideration by the city council. If a hearing examiner is appointed, the council shall~~

1394 ~~direct the examiner to forward the record of the hearing to the council either with or without~~

1395 ~~proposed findings of fact and conclusions of law, and with or without the~~

1396 ~~opinion/recommendation of the examiner.~~

1397 **IH.** ~~Following the hearing described in this section, and based upon the information~~

1398 ~~considered and received at such hearing, and the sanctions described, the city council shall:~~

1399 1. ~~Order the suspension of the license in question;~~

1400 2. ~~Authorize the city attorney to prepare and file with the district court a petition to revoke the~~

1401 ~~licensee's license; or~~

1402 3. ~~Find that suspension or revocation is not required by the terms of this section.~~

1403 ~~City council decisions shall be in writing, shall be supported by findings of fact and conclusions~~

1404 ~~of law, and shall be delivered to the licensee in interest either personally or by mail at the address~~

1405 ~~listed on the licensee's most recent liquor license application to the city.~~

1406 **JI.** ~~The city council's action suspending a licensee shall be subject to review in the district~~

1407 ~~court in accordance with the procedural rules heretofore or hereinafter adopted by the Wyoming~~

1408 ~~Supreme Court concerning the review of administrative actions. Filing an appeal as provided in~~

1409 ~~such rules, stays enforcement of the suspension decision pending final order on the appeal. The~~

1410 ~~city council's action may be set aside by the district court if it finds the action to be:~~

1411 1. ~~Arbitrary, capricious, or otherwise not in accordance with law;~~

1412 2. ~~Without observance of the procedure required by law; or~~

1413 3. ~~Unsupported by substantial evidence.~~

~~KJ If a license is revoked, except as provided in Wyoming Statutes Section 12-7-201(d) concerning the expiration of a licensee while a revocation order is under appeal, the holder of such revoked license shall not be eligible to apply for a new license for a period of twelve months from the date of revocation.~~

~~(Ord. No. 3-14, §§ 2-4, 2-4-2014; Ord. No. 2-10, § 1, 1-5-2010; Ord. 8-99 § 1, 1999; Ord. 24-96 § 9, 1996; Ord. 19-95 §§ 3, 4, 1995; Ord. 5-95 § 1, 1995; Ord. 25-86 (part), 1986; prior code § 3-44)~~

~~5.08.195 Administrative fees.~~

~~In addition to any other penalty, sanction or fee authorized by law, if a licensee, either as an entity or by virtue of its employees or agents, violates Casper Municipal Code Section 5.08.360 for the sale or furnishing of alcohol to a minor, et seq, the licensee shall, upon notice, pay to the city clerk, an administrative fee in the amount of one thousand dollars for the first instance of reaching three convictions for violations occurring within a twelve twenty-four month period, and two thousand dollars for a fourth violations within a twelve twenty-four month period, and five thousand dollars for a fifth or subsequent violation within that twelve twenty-four month period. Such fee shall be paid~~

~~within ten days of the notice to pay. The notice to pay shall be issued by the city clerk upon notification by the court of convictions for the relevant offenses, but the time frame for accumulation of the fees shall be based on date of violation, not conviction. If such fee is not paid, or a hearing before council is not requested within ten days of notice begin given, the license shall be suspended until such time as the fee is paid to the city clerk.~~

~~————— It shall be in council's sole discretion, after hearing, whether to impose or suspend the fee. The hearing shall not be a contested case hearing, and the Wyoming Administrative Procedures Act shall not apply to such hearing.~~

~~(Ord. 19-06 § 1, 2006)~~

5.08.540 – Council Hearing and Appeal of Suspension or Revocation

If it appears to the city council that there are concerns that a suspension or revocation of a license may be appropriate, the licensee shall be afforded an opportunity for hearing before the city council. The purpose of such hearing is to allow the licensee to provide information demonstrating that such action is not warranted. Notice of such hearing shall precede consideration of the matter by at least ten days, shall be served personally or by mail to the address of the licensee listed on the licensee's most recent liquor license application to the city, and shall include a statement:

1. That it appears to the city council that there are concerns that a suspension and/or revocation of the licensee's license may be appropriate;

1449
1450 2. Summarizing the nature and date(s) of the incidents resulting in the concern(s);

1451
1452 3. That a hearing on the subject has been scheduled before the city council, and further
1453 informing the licensee of the time and place of the hearing; and

1454
1455 4. That the purpose of the hearing is to allow the licensee to offer corrections and/or
1456 contest the information before council which has given rise to the concern(s).

1457
1458 A. At a hearing, a licensee may appear in person or through counsel. A licensee will be
1459 given an opportunity to present evidence and argument on the relevant issue. Evidence relied on
1460 shall consist of information commonly relied upon by reasonably prudent people in the conduct
1461 of their serious affairs. Irrelevant, immaterial or unduly repetitious evidence shall be excluded.
1462 A record shall be made of the proceeding and shall include the following:

1463 1. All notices and intermediate rulings;

1464 2. Evidence received or considered by the city council including
1465 information officially noticed and received from the municipal court;

1466 3. Questions and offers of proof, objections and rulings thereon;

1467 4. Any proposed findings and exceptions thereto; and

1468 5. Any opinion, findings, decision or order of the city council and any
1469 report by any hearing officer.

1470 B. Nothing shall preclude the city council from appointing one or more hearing
1471 examiners or officers to conduct any hearing called for by this section for the purpose of
1472 assembling a record for subsequent consideration by the city council. If a hearing examiner is
1473 appointed, the council shall direct the examiner to forward the record of the hearing to the
1474 council either with or without proposed findings of fact and conclusions of law, and with or
1475 without the opinion/recommendation of the examiner.

1476 C. Following the hearing described in this section, and based upon the information
1477 considered and received at such hearing, and the sanctions described, the city council shall:

1478 1. Order the suspension of the license in question;

1479 2. Authorize the city attorney to prepare and file with the district court a
1480 petition to revoke the licensee's license; or

1481 3. Find that suspension or revocation is not required by the terms of this
1482 section;

1483 4. Place conditions upon the license and licensee which shall address
1484 concerns of the Council which exist after the hearing.

1485
1486 City council decisions shall be in writing, shall be supported by findings of fact and conclusions
1487 of law, and shall be delivered to the licensee in interest either personally or by mail at the address
1488 listed on the licensee's most recent liquor license application to the city.

1489 D. The city council's action suspending a licensee shall be subject to review in the
1490 district court in accordance with the procedural rules heretofore or hereinafter adopted by the
1491 Wyoming Supreme Court concerning the review of administrative actions. Filing an appeal as
1492 provided in such rules, stays enforcement of the suspension decision pending final order on the
1493 appeal. The city council's action may be set aside by the district court if it finds the action to be:

- 1494 1. Arbitrary, capricious, or otherwise not in accordance with law;
1495 2. Without observance of the procedure required by law; or
1496 3. Unsupported by substantial evidence.

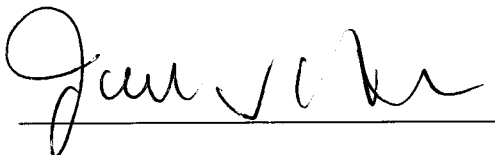
1497 E. If a license is revoked, except as provided in Wyoming Statutes Section 12-7-201(d)
1498 concerning the expiration of a licensee while a revocation order is under appeal, the holder of
1499 such revoked license shall not be eligible to apply for a new license for a period of twelve
1500 months from the date of revocation.

1501 PASSED on 1st reading the 22nd day of January, 2019

1502 PASSED on 2nd reading the ____ day of _____, 2019

1503 PASSED, APPROVED, AND ADOPTED on third and final reading the
1504 ____ day of _____, 2019.

1505
1506
1507
1508
1509 APPROVED AS TO FORM:

1510
1511
1512
1513
1514
1515 

1516 ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

1517
1518
1519
1520
1521 Fleur D. Tremel
1522 City Clerk

1523

Charles Powell
Mayor

January 23, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *eb*
Aaron Kloke, MPO Supervisor *AK*
SUBJECT: Consideration of Proposed Casper Bus Route Changes

Meeting Type & Date:

Regular Council Meeting - February 5, 2019

Recommendation:

To consider a resolution and approve the proposed Casper bus route changes.

Summary:

After reviewing detailed budget options and potential route modifications in June and July of 2018, Council declined to significantly reduce the general fund contributions that are made to Casper's transit system or significantly reduce service of the existing bus transit system in any way. Yet, Council along with the City Manager laid out expectations for Casper Area Transportation Coalition (CATC) and Metropolitan Planning Organization (MPO) staff to explore efficiencies that may be implemented to achieve a more productive bus transit system.

Modifications have been explored by CATC, MPO staff and users, and the process of receiving public feedback on a series of initially proposed bus route changes was completed as of January 10, 2019. This public feedback took place through a widely distributed survey, at a series of meetings and open houses, and finalized with a public hearing as requested by Council and in conformance with the MPO's federally required Public Participation Plan. This public feedback process was critical in determining the best recommendations for Casper's bus routes. While many of the originally proposed bus route recommendations are being maintained, several changes were made based on what was learned throughout the public feedback process. A detailed report on the Public Comment Period feedback is attached.

Staff is now presenting final proposals for bus route changes to achieve bus system efficiencies. Final route change proposals are detailed below:

Proposed changes that have been modified based on public feedback during the Public Comment Period are detailed and explained in italics.

Red Route

- Remove 8 stops
 - Ash & 7th, Ash & CY, Ash & 14th (South Bound)
 - Ash & 7th, Ash & 10th, and Ash & 14th (North Bound)

- 15th & Ivy and 15th & Illinois
- Move Collins & Wolcott stop to 6th & Wolcott.

Yellow Route

- Currently, Paradise Valley/CY runs on Even Hours; Poplar St runs on Odd Hours. Combine Poplar St and CY Ave legs to be driven in a single hour.
- Remove 9 stops.
 - Paradise Valley stops: 291 Indian Paintbrush, Jonquil & Riverbend, Riverbend & Begonia, Paradise Valley Park.
 - 5000 CY Ave.
 - Poplar St corridor stops: 3411 S Coffman, Adams Park, and 1233 W 25th, and 555 S Wolcott.
 - Deviation will be available by special request.
- Move 669 CY to Green Route

555 S Wolcott would be removed from Yellow Route rather than moved to Green. The 6th & Wolcott intersection will be serviced by Red Route. This change is recommended as it was recognized that multiple stops at this intersection would be duplicative.

Green Route

- Remove 5 stops on Saturdays ONLY.
 - Trails Center/Events Center, 1430 Wilkins Circle, 1150 Wilkins Circle, 851 Werner Court, 1701 E K Street
 - Deviation will be available by request.
- Remove 3 stops
 - City Park and 13th & Elm.
 - Smiths
 - Need to coordinate a request to WYDOT for a longer pedestrian signal phase across CY and other pedestrian safety improvements.
- Add stops at 669 CY and Grace Lutheran Church.

The Boys & Girls Club stop will also be included on stops that will be removed on Saturday only, based on positive survey results and bus driver input. The addition of a stop at Grace Lutheran Church is recommended to serve NCHS, as requested by riders in response to the removal of the Red Route's Ash & CY stop. Staff intends to coordinate with WYDOT to ensure a safer pedestrian environment to better serve those that make Smiths their final destination.

Blue Route

- Remove west bound stop at 610 S Walsh

Financial Considerations:

It is estimated the proposed changes would reduce CATC's bus service and repair costs by roughly \$7,083. A detailed analysis is attached.

Oversight/Project Responsibility:

Aaron Kloke, MPO Supervisor, is responsible for managing the City of Casper Transit budget.

Attachment:

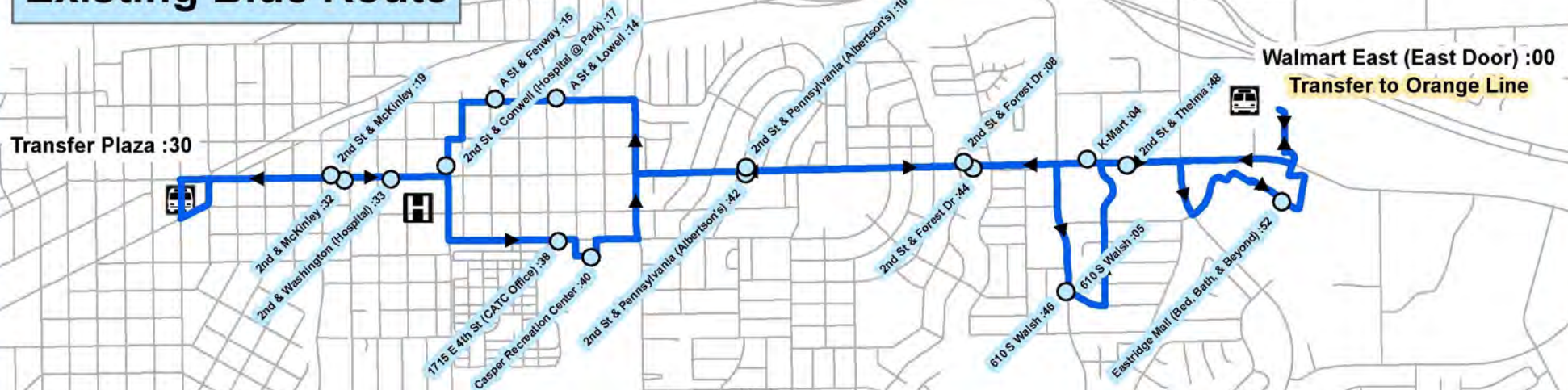
Maps detailing and illustrating existing and proposed changes to Casper bus routes.

Casper Transit Public Comment Period Report

Cost Savings Analysis

Resolution

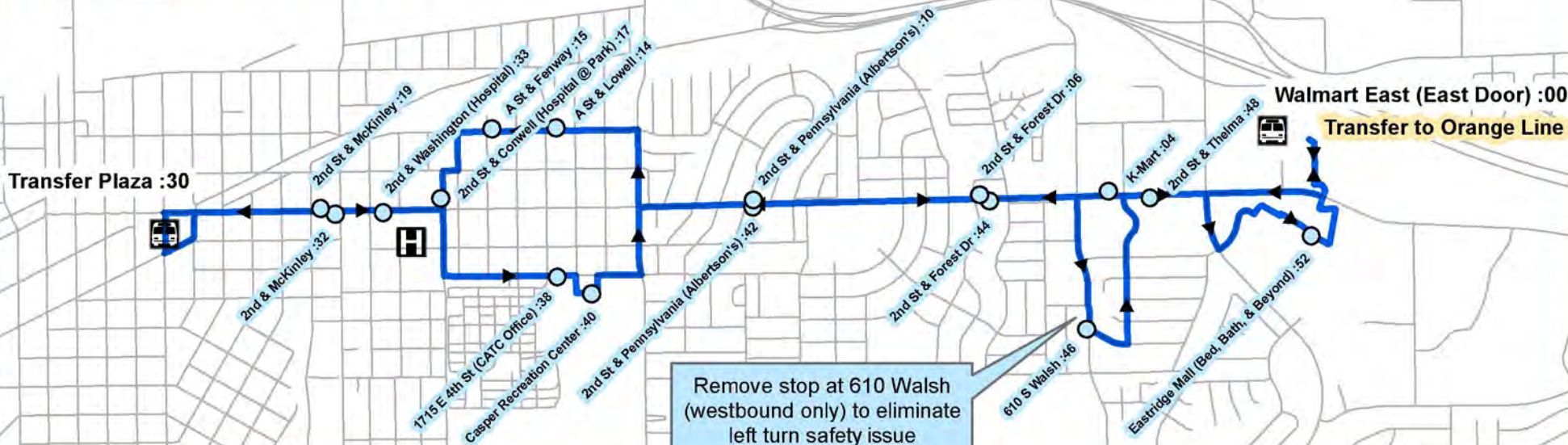
Existing Blue Route



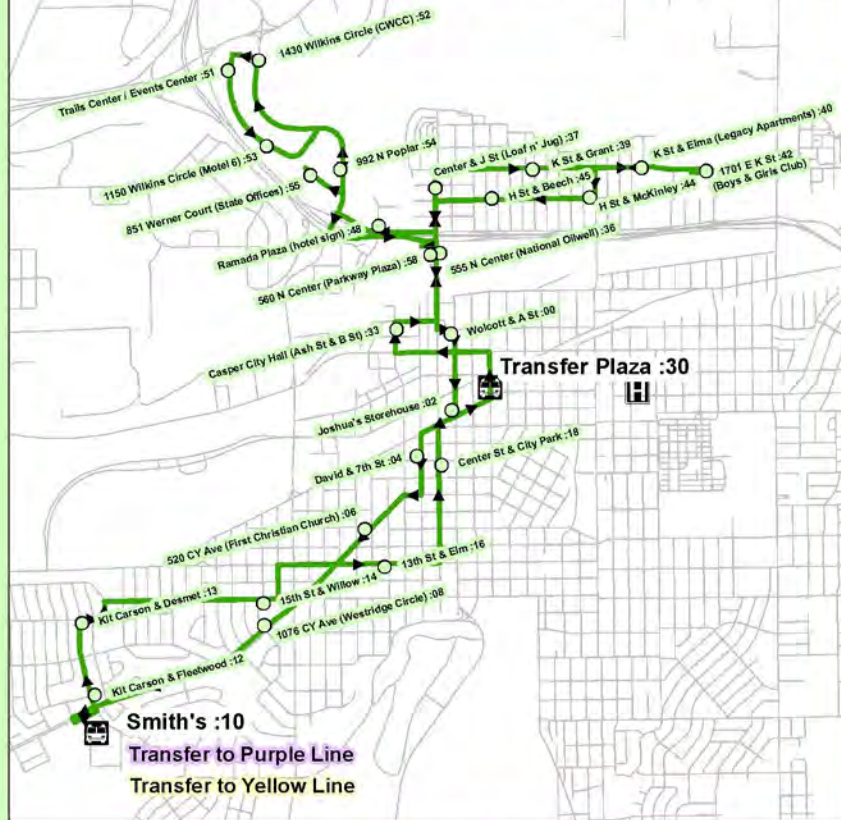
Key Blue Route Information

One stop will be removed from the Blue Route to eliminate a safety issue.

Blue Route Proposed Changes



Existing Green Route



Key Green Route Information

Currently, the Green Route is often behind schedule. These changes would increase the speed and efficiency along the route.

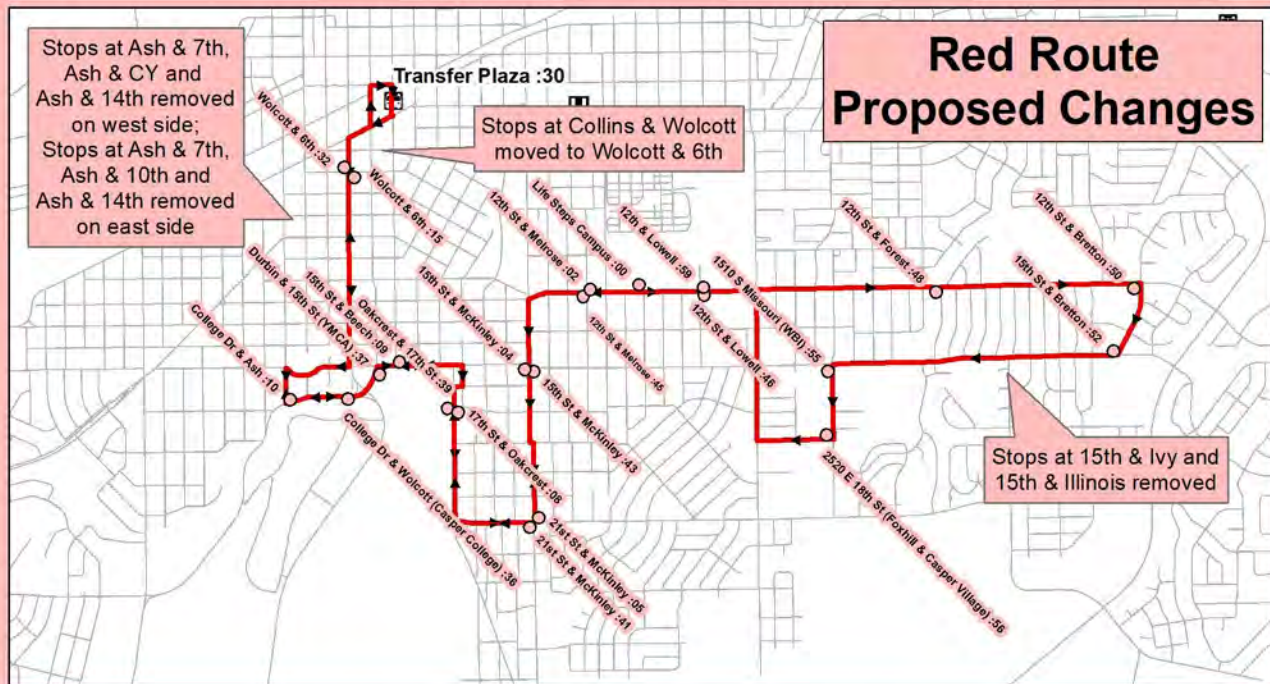
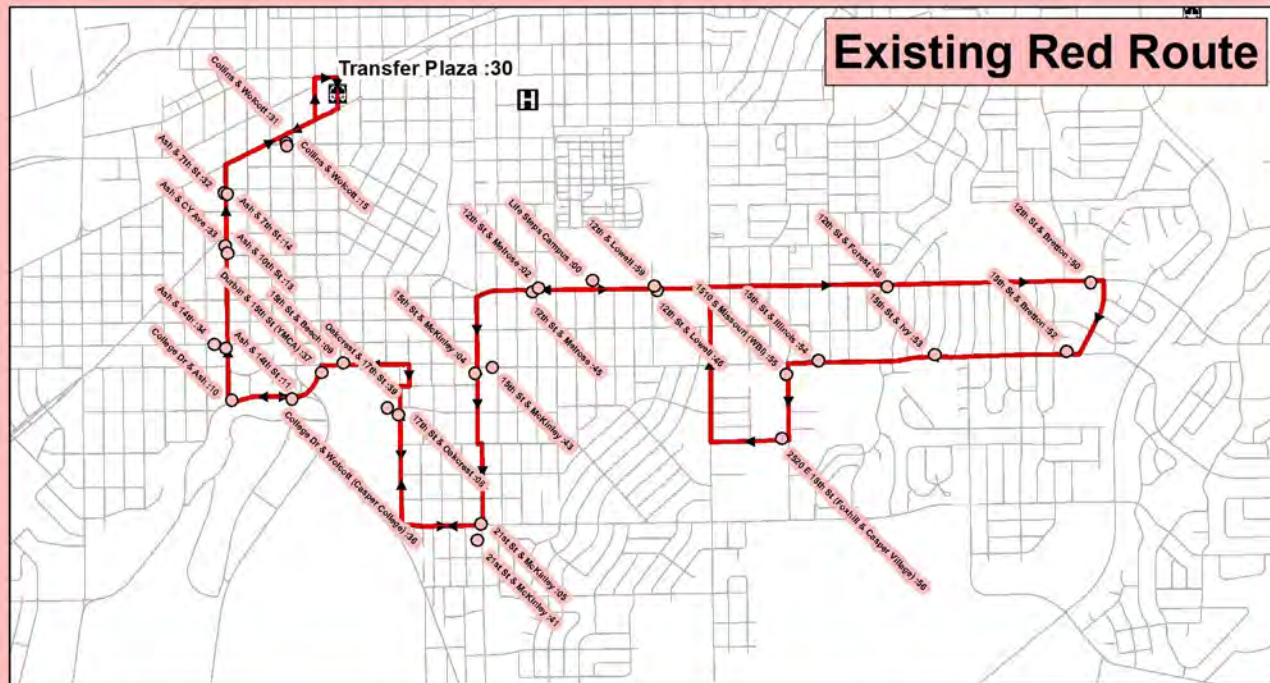
The Green Route will no longer stop at Smith's grocery store since Smith's is serviced by the Yellow and Purple Routes. Additional stops will be removed or changed in the downtown area, and on Saturday stops will be removed in the Wilkins Circle area and at the Boys and Girls Club. These locations are not open on Saturdays.

Proposed Changes Monday - Friday



Proposed Changes Saturday Only

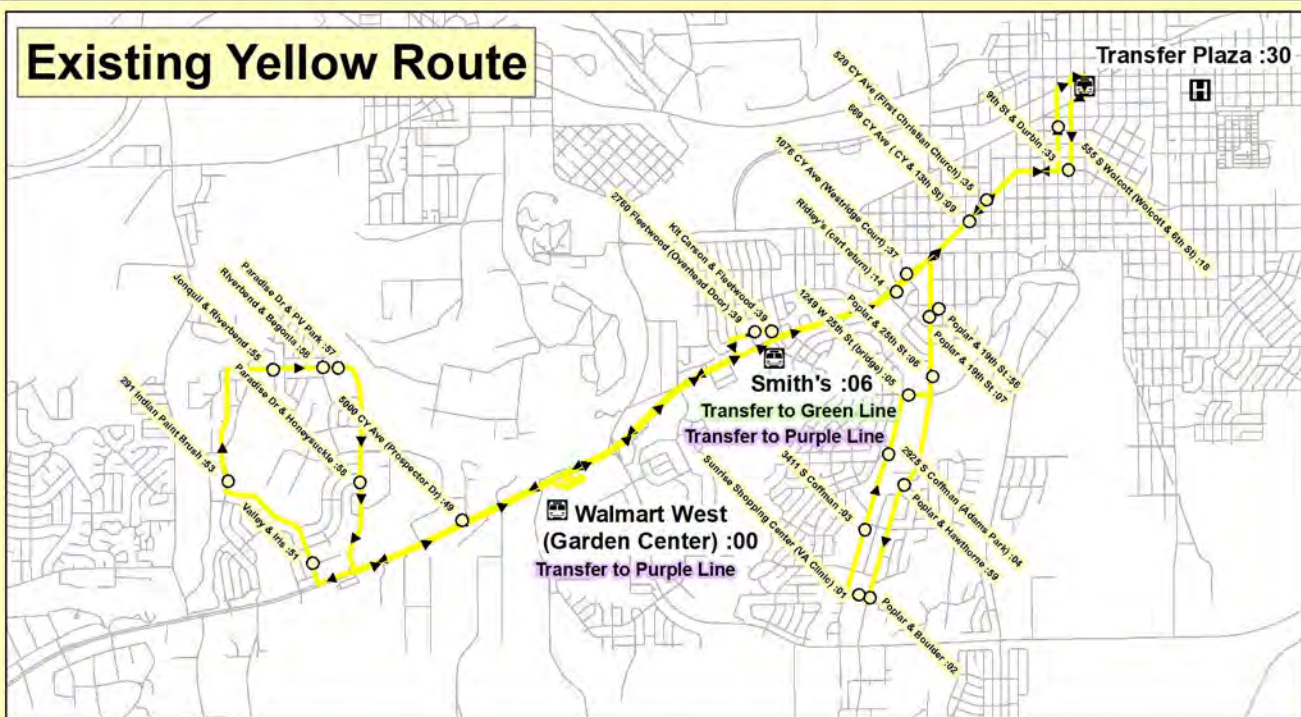




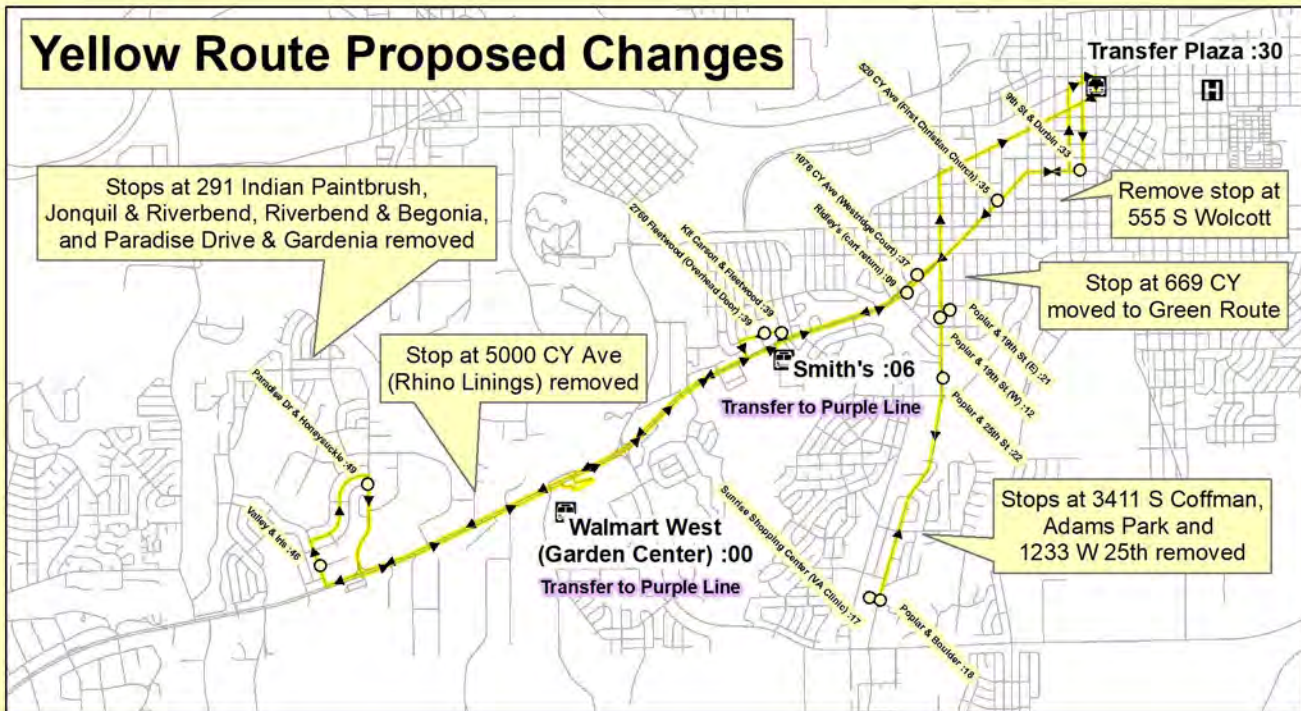
Key Red Route Information

These changes would increase the speed and efficiency of the route and remove stops with low ridership. The two main areas where changes will be made are along Ash Street and 15th Street.

Existing Yellow Route



Yellow Route Proposed Changes



Key Yellow Route Information

To facilitate the combining of the even and odd routes of the Yellow Route some stops will be removed from the routes. The major areas that will be affected are Paradise Valley and the Sunrise area of Poplar Street. In addition, one downtown stop will be moved to the Green Route.

Casper Transit Public Comment Period Report

November 27, 2018 – January 10, 2019

PUBLIC COMMENT PROCESS OVERVIEW

- 151 surveys completed
- 2 Open Houses (11/27/18 and 12/19/18)
- 2 Bus Driver Input Meetings (12/11)
- 1 Informational Meeting with Friends of CATC (12/28)
- 1 Public Hearing (1/8)
- 1 Working Meeting with Friends of CATC to review Public Comment Period findings (1/14)

INITIAL PROPOSED CHANGES

Red Route

- Remove 6 stops along Ash Street.
 - Ash & 7th, Ash & CY, Ash & 14th (South Bound)
 - Ash & 7th, Ash & 10th, and Ash & 14th (North Bound)
- Move Collins & Wolcott to 6th & Wolcott.
- Remove 2 stops at 15th & Ivy and 15th & Illinois.

Modifications identified due to low ridership at particular bus stops. Goal will be to speed up Red and better serve more popular bus stops.

Yellow Route

- Currently, Paradise Valley/CY runs on [klEven Hours; Poplar St runs on Odd Hours.
- Combine Poplar St and CY Ave legs to b0e driven in a single hour.
- Remove 4 Paradise Valley stops.
 - 291 Indian Paintbrush, Jonquil & Riverbend, Riverbend & Begonia, Paradise Valley Park.
- Remove stops at 5000 CY Ave.
- Remove stops at 3411 S Coffman, Adams Park, and 1233 W 25th.
- Move 669 CY and 555 S Wolcott to Green Route

Modification goals are intended to decrease confusion, increase ridership, and provide greater coverage every hour. Stops chosen due to low ridership and the assumption that hourly service is preferred over greater geographic coverage.

Green Route

- Remove 4 stops on Saturdays ONLY because these destinations are not open on Saturdays.
 - Deviation would be available by request.
- Remove City Park and 13th & Elm.
 - Near Park Elementary and Dean Morgan Junior High
- Add 669 CY and 555 S Wolcott
 - Near Family Dollar and 12/24 Club.
- Removal of Smith's stop.

Modifications chosen due to low ridership at particular stops, to increase speed of the route, to decrease mileage and costs, and achieve clear efficiencies.

Blue Route

- Remove west bound stop at 610 S Walsh

To avoid making left turns onto 2nd St, with the goal to improve safety on the Blue Route.

SURVEY RESULTS SUMMARY

If percentages add up to less than 100%, it is due to individuals not answering the question. Percentages are based on total surveys taken.

1. 70% are supportive of removing the Green Route Smith's stop as they are willing to use the Yellow or Purple Routes to access Smiths, or already use the Yellow or Purple Routes.
2. City Park (35%) and 13th & Elm (34%) are the most popular choices which received support for removal.
3. 16% are NOT supportive of removing Wilkins Circle stops and Boys & Girls Club from Green Route on Saturdays ONLY.
 - 56% are in support.
 - 28% have no opinion.
4. 21% are NOT supportive of moving 669 CY and Wolcott & 6th from Yellow Route to Green Route.
 - 44% are in support.
 - 31% have no opinion
5. 57% are supportive of running the Yellow Route every hour as opposed to every other hour.
6. Average question respondent (95 total) selected 2 locations that they were supportive of removing on Yellow. Most popular are:
 1. 5000 CY (Rhino Linings)
 2. Paradise Dr & Gardenia (Paradise Valley Park)
 3. Riverbend & Begonia

Chosen stops are generally even across the board for Yellow. Pattern not identified. Comments do not provide any additional direction.

7. Average question respondent (125) selected 2 locations that they were supportive of removing on Red. Most popular are:
1. Ash & 7th (E)
 2. Ash & 7th (W)
 3. Ash & 10th
 4. 15th and Illinois
 5. 15th and Ivy

Selection generally even, except Ash & CY was clearly the least popular for elimination on Red. Comments suggest this may be due to proximity to NCHS. There is clear demand to ensure service of NCHS.

8. Only 16% were opposed to removal of the Blue Route westbound stop at 610 Walsh Drive.

SELECT SURVEY & PUBLIC COMMENT PERIOD COMMENTS

These selected survey and public comments are copied verbatim.

"I'm concerned about Green bus not going to Smiths parking lot. The crossing from CY & Kit Carson to Smith's could be unsafe." - Survey Comment

"I live in PV and I depend on the Yellow route to go to work and to run errands in town. Please don't ever remove all Yellow routes permanently in PV. It means so much to me to be able to use the City transportation." - Survey Comment

"My son is planning NCHS and will be riding the bus. We would like to see at one stop near the school kept if at all possible." - Survey Comment

"Please leave Yellow as is." - Survey Comment

"I'd like to reach sunrise every hour, not every other hour." - Survey Comment

"Some of these removals would endanger people who would then have to cross the street." - Survey Comment

"Okay with Yellow changes as long as deviation is provided." - Friends of CATC Meeting

"Need to eliminate a lot of doubling back. Red hits nearly every stop 2x." - Survey Comment

"I am not interested in increasing the speed at which the route is traversed. The routes I use seem to run pretty close to schedule." – Survey Comment

"I use the Red route on a regular basis. The stops near NCHS, 15th & McKinley, 12th & Bretton are all vital stops for me. I hope those won't change." - Survey Comment

"I think the bus system is efficient for the most part. Good drivers" – Survey Comment

"I shop exclusively at smiths, the addition of smiths to the green route was most beneficial to me. It took away the need to cross 4 lanes of CY ave..." - Facebook Comment

"Good job Thanks!" – Survey Comment

"I use the Red route on a regular basis. The stops near NCHS, 15th & McKinley, 12th & Bretton are all vital stops for me. I hope those won't change." – Survey Comment

"Definitely do not remove 3411 S Coffman or Adams Park stops on Yellow Route" - Survey Comment

BUS DRIVER COMMENTS

Green Route

- Are supportive of removing Smiths Stop due to safety issues and lack of use. Feel comfortable with coverage since Purple and Yellow stop at Smiths.
- Only concern with removal of Saturday stops are Event Center and Hotel workers.
- But, overall felt that a deviation would be able to accommodate.
- Need to have notice of deviation availability on Saturdays for these areas.
- Ed's recommendation is to not stop at Wolcott & 6th. Instead, go down Ash after 669 CY. Red could go to Wolcott & 6th.
- Consider removing Boys & Girls Club on Saturdays as well. Can turn around on K Street @ Legacy apartments on H Street.

Yellow Route

- Driver suggested removing 19th & Poplar northbound.
- Concerned that we may lose riders from Paradise Valley changes.
- Concerned with icy and narrow road between Valley & Iris and Honeysuckle.
- Please ensure we have enough time for bathroom breaks!
- Support the combined odd/even hours. This will relieve a lot of confusion.
- Issues with Poplar and Boulder stops.

Red Route

- Very supportive of moving route from Ash to Wolcott
- Need to provide bus stop for NCHS students. Many come from along 12th or 15th and ride Red to Ash currently.
- Concerned about tight right turn onto 15th from Wolcott.

Blue Route

- Very supportive of change. Much safer

JANUARY 14, 2019 – FRIENDS OF CATC WORKING MEETING

Concern that Springhill apartment residents on Blue route now must wait to go the entire route before going back to residence. +50 minutes wait time.

Green Route discussion: bus stop labels should be oriented in a way that is intuitive so you know which stops are north bound, which are south bound, etc.

Green changes should be a lot more effective and safer. - John Wall

Red stop at 12/24 Club should be called 6th and Wolcott. Stop will not be directly in front of 12/24 Club as requested by 12/24 Club staff.

How will Yellow changes affect Paradise Valley riders? Big concern. Are deviations available? Time is tight.

- Deviations need to be available to make this work for PV riders.
- Deviations available for Coffman people?
- Aaron will double check to see that deviations are available to all Yellow route riders.

Appendix A

Survey Comments

The following comments are copied verbatim unless otherwise stated.

I'm concerned about the green bus not going to Smiths parking lot. The crossing from CY & Kit Carson to Smith's could be unsafe.

If there is a bus stop, a bus should be able to stop at the stop. Stop at 12th and Bretton should be snow ploughed.

Putting a stop outside of Grab n Go (the old 12 24 club) is bad for business. too many drunks now barfing on the tables. It will be worse with a stop outside.

I live out in PV and I depend on the Yellow route to go to work and to run errands in town. Please don't ever remove all Yellow routes permanently in PV. It means so much to me to be able to use the city transportation.

My Son is planning Natrona County High School Next year and will be riding the bus. We would like to see at one stop near the school kept if at all possible. Thank you.

Driver chat stop on all stop no crow is have unless he is early or all phone

People who claim to have bus passes to show them. More control on foul language maybe a three strike rule for the more unruly passengers. Less thefts on the routes of things that are dropped or left behind in the buses.

Expansion of routes to Robertson Rd and into Barr Nunn. Longer passes then monthly (eg. Quarterly). or refillable swipe cards utilization of PA to call out stops.

N/A

Add a sign at Center and J St since there is no sign there.

I would like to see help for the Blue Bus due to its overloading most of the time., I've ridden in it when there are 2 wheelchairs, grocery carts, people standing holding on to overhead railing. Most of the time the bus is full so I don't ride it much anymore.

The Routes ARE good NOW.

here (K & ?????) & (????? & Ivy)

Please leave Yellow as is.

Stops closer to recued treasures (In from of) and Hobby Lobby - going to & from.

Would you have the bus run on sunday

Have blue and red routes join up some where near the mall or walmart

The buses run later during the week and Saturdays and 8 to 4 on Sundays

PCR-6

The more stops, the more people would ride the bus. More people would leave their cars home. Many people can not drive, The city council needs to step in and not leave people destitute. They shop at stores paying sales tax to the city! The man at City Hall needs to apply for Grants! Over & over money is wasted by council decisions which I will go into later. Leaving us destitute is NOT AN OPTION!

The radio is ok and nice to have on the bus...please don't let it be taken off.

Need to eliminate a lot of doubling back Red hits nearly every stop 2x

would like to see bus stops cleared of ice an snow to be safer

I do not believe any cuts on the Bus should be changed. For those effected most by these the solution is not to use CATC. That is an expensive option for riders that can only afford the low priced fixed routes.

Definitely, do not remove 3411 S Coffman or Adams Park stops on Yellow Route - (comment noted by Q6, summarized by Aaron)

Longer times the bus run during the week for people who work past 6:30 pm.

I am not as interested in increasing the speed at which the route is traversed. The routes I use seem to run pretty close to the schedule. One suggestion, people need to be ready to exit the bus to cut down on time at stops!

Would like to see Routes go to every Half Hour during the winder spring seasons.

For the Blue route stop at 610 Walsh Dr. They could move the stop onto the street that it turns on after the 610 Walsh Dr. stop.

Good Job Thanks!

None

I THINK THE BUS SYSTEM IS EFFICIENT FOR THE MOST PART. GOOD DRIVERS.

None at this time

It be nice if you guys could run on Sundays.

I use the Red route on a regular basis. The stops near NCHS, 15th & McKinley, 12th & Bretton are all vital stops for me. I hope those won't change.

same route no odd cuz if anybody need ride at Paradise valley what important is

the Question is what I see as pretty good so far but one thing only straight of yellow bus odd (?) to tough for me

- blue good stay straight
- purple- stay straight
- orange- stay straight
- green-
- red- no change
- yellow- stay straight

w.r.t. #4- move 669 CY only

PCR-7

Only if you replace it in the vicinity of the present stop. This is the only stop I would use to take the blue route, which is the usual route I use if only on occasion.

I would like to see a good city transportation

I'd like to reach sunrise every hour, not every other hour

removing a bus stop means someone may not be able to get where they need to go!

we appreciate you

thank you for your service

it's all good

Personally - your bus system has been a blessing in my life

I use the 610 Walsh Dr to go to work & no other bus route

[w.r.t. #8] Absolutely not - my work stop Thank you

[w.r.t. #5] This route should add on some stops like Shepard of the Valley, etc.

[w.r.t. #8] But, then make a compromise

Clear ice away from major bus stops (like transfer stations). If stop is near a facility like Walmart (get on their case to clear walks). We need more bus cleaning (like inside and outside). We need more incentives (ozone day (free buses??) Perhaps, do not remove routes but apply for more funding to get more routes) - if you don't use it you lose it. And, the bus drivers should not have to bear this responsibility [w.r.t. to cleaning]

Later hours!

we want to keep our bus system as is please, as usual it's the poor and needy that get screwed

Due to lack of passenger pickups at stops in area said stops in areas above, in the Questions asked :)

Some of these removals would endanger people who would then have to cross the street.

I get off at the Walsh stop to walk home . It saves me time.

keep bus running Because it needed

I would like to see more bus shelters for the busiest stops & more benches at bus stops.

Making more bus depot spots.

what about the orange route? Do not need to change anything.

The REACT C

I have 2 jobs I use the green and yellow busses to go to work I go from 15th & Willow to Werner Court and Westridge & CY to Walmart I work at these 2 locations so please leave those stops the way they are. Also know several people who use the 610 Walsh Stop. Thank you.

PCR-8

Comments from Facebook:

Can a pedestrian stop light like what is on Beverly next to CCA be added at the 2nd and Pennsylvania stop on the blue route for pedestrian safety? Many people rush across 4 lanes of traffic.

I shop exclusively at Smiths, the addition of Smiths to the green route was most beneficial to me. It took away the need to cross 4 lanes of CY ave. In the winter pulling my cart. I have heart issues that make travel a challenge. I am not willing to use the yellow and purple routes, as that adds transfers and additional time on my shopping trip.

Don't eliminate the lower part of PV. I always see riders waiting for the bus down there in the mornings.

Appendix B

Public Hearing Comments – January 8, 2019, Council Chambers, 6 PM

Mary Price: spoke during open comment period, comments were in support of changes but generalized

Councilman Freel: asked Aaron about automatically putting stops back in to Green Route on Saturdays for events at Casper Events Center

Councilman Bates: asked about extra cost for route deviations. Marge Cole: answered- rides cost double if route is deviated, \$1.00 for elderly/handicap and \$2.00 for everyone else

Carol Crump- spoke during hearing, talked about how the yellow route was once the most used route but ridership dropped off significantly when route split; talked about the CATC staff process they went through and how they address the financial burden; she mentioned that all the staff, Marge, riders and the board are comfortable with the proposed changes; said that there are a lot more CATC riders now than when The Bus was put in place due to aging population mostly

Ms. Crump: This has been a process. We have looked at each and every stop. Goal is safety and making it more convenient for Yellow routes. The alternate hours have never worked. We are covering the areas of the community that need to be served. Staff is comfortable, Ms. Cole, and CATC board are comfortable with changes. There is an uptick in CATC rides. There is now a consistent wait list.

Ms. Price spoke again during hearing- she is OK with changes and hasn't heard a lot of opposition from others; she asked if we could do something about the over-crowded buses on the blue route.

Ms. Price - These are OK changes and have not heard anyone say it is not okay. Blue bus is very popular, would like to see another bus. It is very crowded sometimes. Need to do something so it is not crowded.

Val: also spoke about blue bus crowding but was grateful that it existed. It is not just for the elderly and disabled. See more and more low income individuals.

Appendix C

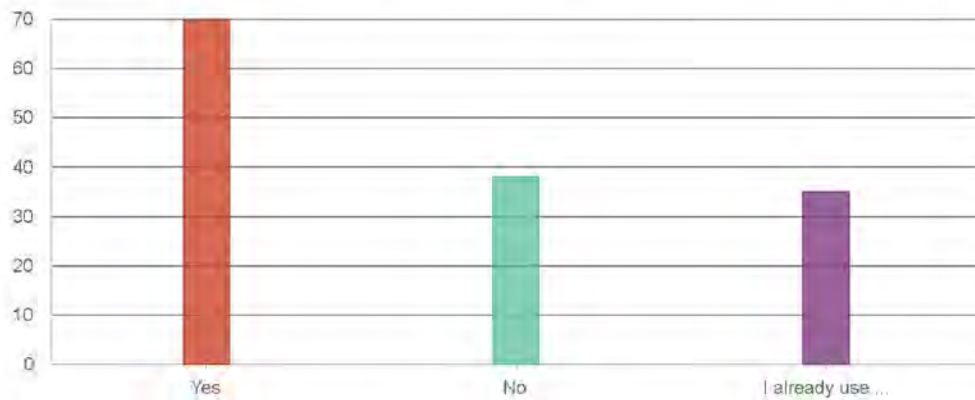
Detailed Survey Results

1/14/2019

Bus Route Changes

Bus Route Changes

The Green Route is often behind schedule, and one of the stops, Smith's grocery store, is serviced by the Yellow and ...



Answers

Count

Percentage

Yes

70

46.36%

No

38

25.17%

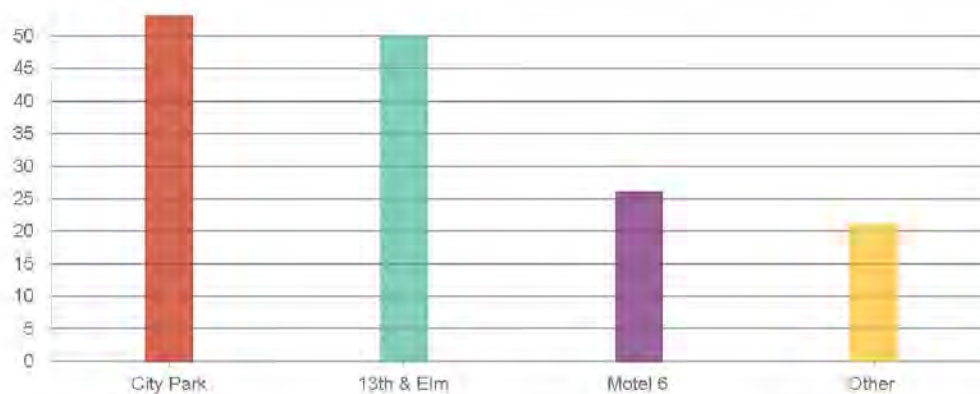
I already use the Yellow or Purple Route to reach Smith's

35

23.18%

Answered: 143 Skipped: 6

Which of the following stops would you support removing from the Green Route to increase the speed and efficiency ...



Answers

Count

Percentage

<https://survey123.arcgis.com/surveys/a8d5d55bef8d458d9ecdc0124cbd9fe9/analyze>

1/6

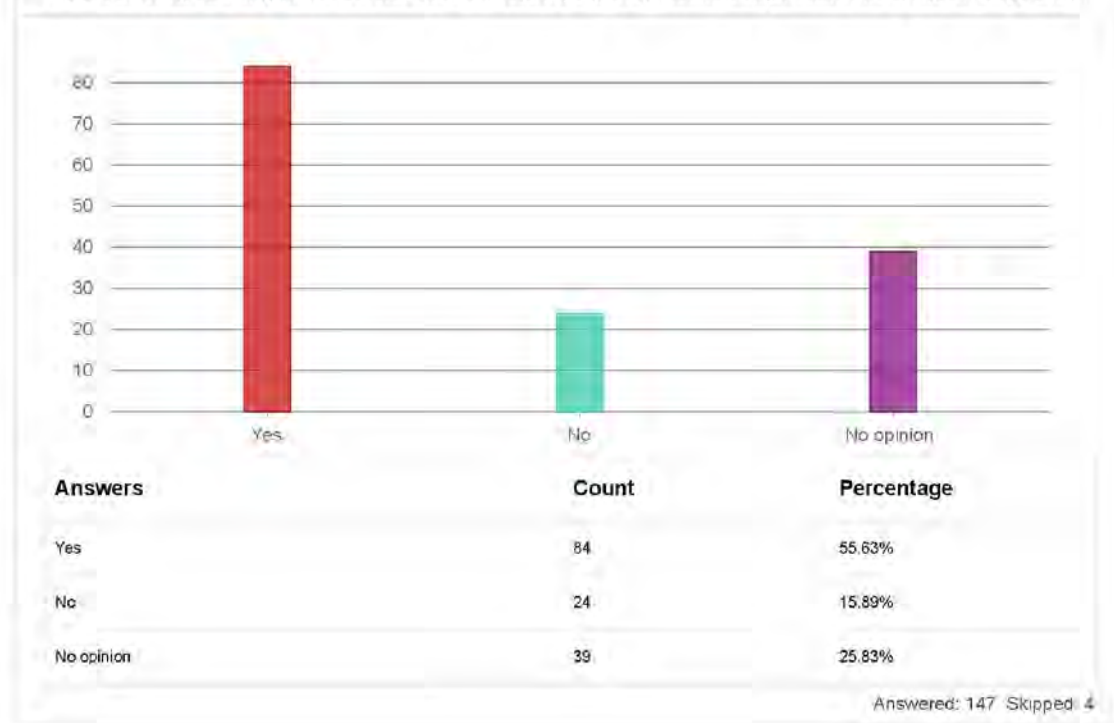
1/14/2019

Bus Route Changes

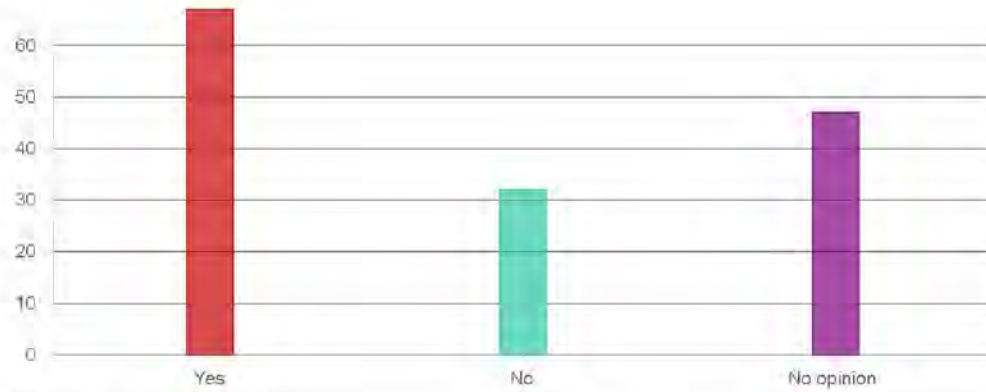
Answers	Count	Percentage
City Park	58	25.11%
13th & Elm	50	33.11%
Motel 6	26	17.22%
Other	21	13.91%

Answered: 133 Skipped: 18

The Green Route currently makes several stops on Saturdays to destinations along Wilkins Circle, and the Boys and ...



Moving two stops from the Yellow Route to another route would increase the speed and efficiency of this route. Do you...



Answers

Count

Percentage

Yes

67

44.37%

No

32

21.19%

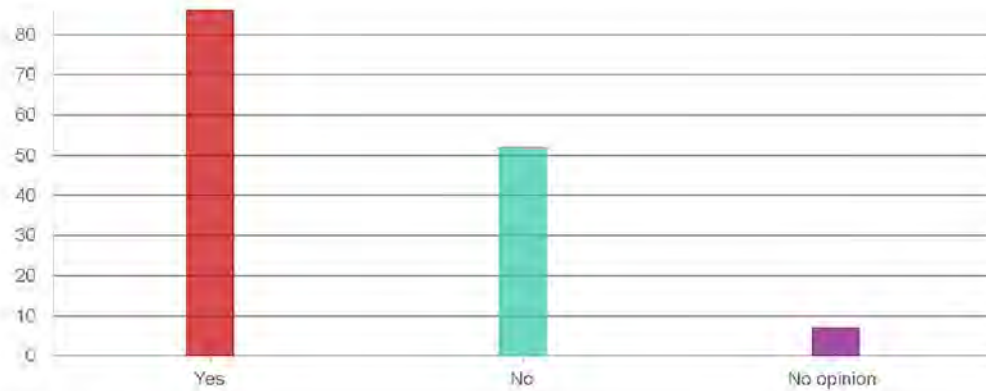
No opinion

47

31.13%

Answered: 146 Skipped: 5

Currently the Yellow Route runs different routes on even and odd hours. Combining these routes would also increase...



Answers

Count

Percentage

Yes

No

No opinion

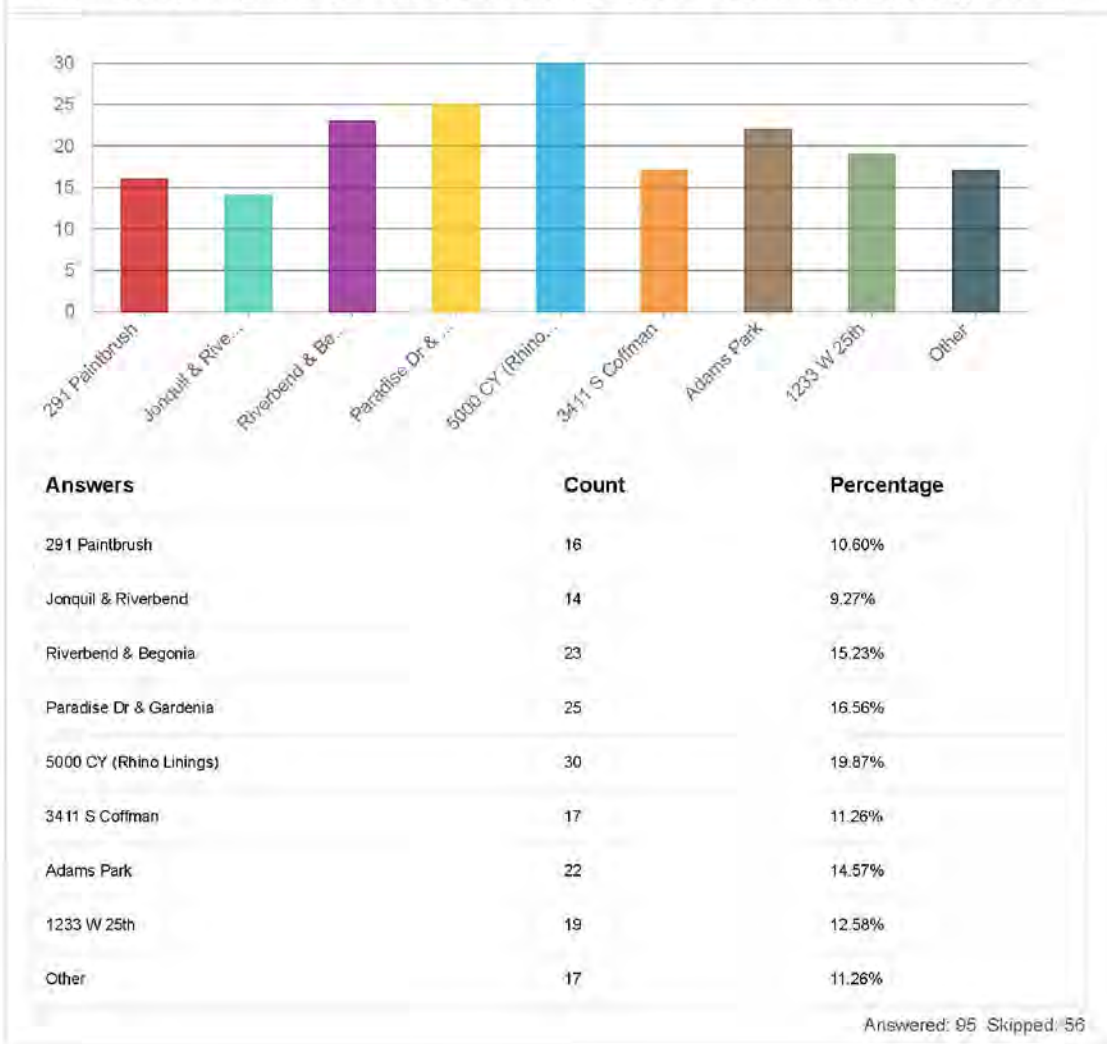
1/14/2019

Bus Route Changes

Answers	Count	Percentage
Yes	86	56.95%
No	52	34.44%
No opinion	7	4.64%

Answered: 145 Skipped: 6

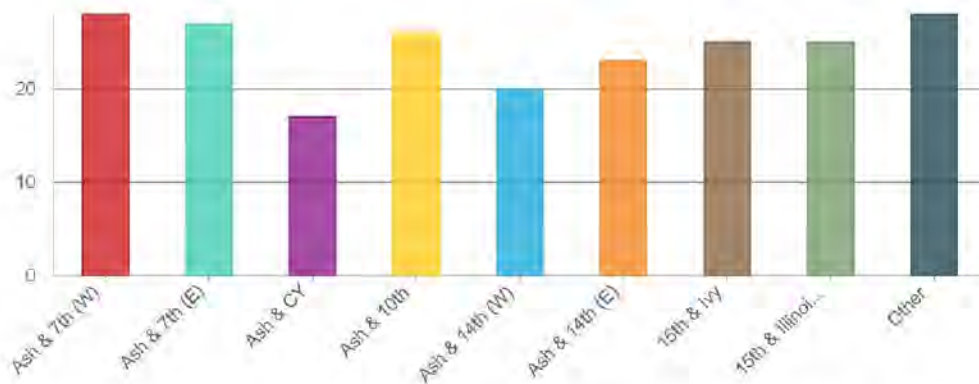
If you answered yes to question 5, which, if any, of the following stops on the Yellow Route would you support removi...



<https://survey123.arcgis.com/surveys/a8d5d55bef8d458d9ecdc0124cbd9fe9/analyze>

4/6

Which, if any, of the following stops would you support removing on the Red Line to increase the speed and efficienc...



Answers

Count

Percentage

Ash & 7th (W)

28

18.54%

Ash & 7th (E)

27

17.88%

Ash & CY

17

11.28%

Ash & 10th

26

17.22%

Ash & 14th (W)

20

13.25%

Ash & 14th (E)

23

15.23%

15th & Ivy

25

16.56%

15th & Illinois

25

16.56%

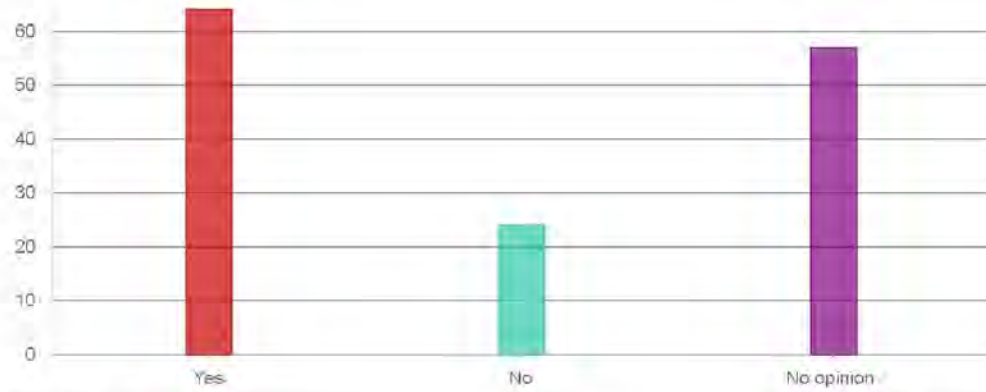
Other

28

18.54%

Answered: 125 Skipped: 26

Would you support removing the Blue Route stop at 610 Walsh Dr (west side of road) to increase the overall safety of ...

**Answers****Count****Percentage**

Yes

64

42.38%

No

24

15.89%

No opinion

57

37.75%

Answered: 145 Skipped: 6

Proposed Bus Route Changes

Cost Savings Analysis

November 27, 2018 – January 10, 2019

What % of total operating costs would be affected by reduced miles?

- Total Bus Operating Cost in 2018 (estimated) = \$792,345
- Total Service & Repair Costs in 2018 (estimated) = \$183,296
 - Service & Repair costs are defined as costs that fluctuate in relation to total service hours or miles, in other words, variable. Costs that are NOT variable costs include salaries, insurance, rent, etc.
- % of total operating costs affected by Service & Repair costs: 23.1%
- Average Cost per Mile in 2018 = \$3.30
- Service & Repair Costs per Mile = \$0.762

Yellow

- PV: 2 miles reduced * 34 times a week = 68 miles a week
- Coffman: 1.2 miles reduced * 34 times a week = 40.8 miles a week
- 108.8 miles per week * 52 weeks per year = 5,658 miles a year
- **Cost Reduction = 5,658 miles * \$0.762 = \$4,311 per year**

Red

- No change in total miles driven

Blue

- Walsh Dr Change: .71 miles reduced * 68 = 48.3 miles a week
- 48.3 miles per week * 52 weeks per year = 2,510.6 miles a year
- **Cost Reduction = 2,510.6 * \$0.762 = \$1,913 per year**

Green

- Saturday Changes = 2.71 miles reduced * 8 times a week = 21.68 miles a week
- Other changes are negligible in reducing mileage.
- 21.68 miles per week * 52 weeks per year = 1,127 miles a year
- **Cost Reduction = 1,127 miles * \$0.762 = \$859 per year**

Total Cost Reduction: Annual savings of \$7,083

RESOLUTION NO.19-15

A RESOLUTION APPROVING CASPER BUS ROUTE
CHANGES

WHEREAS, CATC has operated a fixed route transit system to serve the City of Casper since April of 2005.

WHEREAS, changes to the fixed route transit bus transit system occur from time to time to adjust to demands and available resources; and,

WHEREAS, the City of Casper desires to implement changes to achieve efficiencies from Casper's bus system; and,

WHEREAS, these changes shall include the removal of eight (8) stops on the Red Route: Ash & 7th (northbound and southbound), Ash & CY, Ash & 14th (northbound and southbound), Ash & 10th, 15th & Ivy, and 15th & Illinois; and,

WHEREAS, these changes shall include the moving of Red Route stop Collins & Wolcott to 6th & Wolcott; and,

WHEREAS, these changes shall include the combining of all Yellow Route stops to be serviced in a single hour; and,

WHEREAS, these changes shall include the removal the nine (9) stops on the Yellow Route: 291 Indian Paintbrush, Jonquil & Riverbend, Riverbend & Begonia, Paradise Valley Park, 5000 CY Avenue, 3411 S Coffman, Adams Park, 1233 W 25th Street, and 555 S Wolcott; and,

WHEREAS, these changes shall include the removal of 669 CY Avenue from the Yellow Route and the adding of said route to Green Route's service area; and,

WHEREAS, these changes shall include the removal of five (5) stops on Saturdays only on the Green Route: Trails Center/Events Center, 1430 Wilkins Circle, 1150 Wilkins Circle, 851 Werner Court, and 1701 E K Street; and,

WHEREAS, these changes shall include the removal of three (3) stops on the Green Route: Smith's Grocery Store, City Park, and 13th & Elm; and,

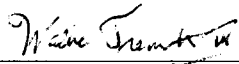
WHEREAS, these changes shall include the addition of a stop at 933 S Ash/Grace Lutheran Church; and,

WHEREAS, these changes shall include the removal of 610 S Walsh (westbound) on the Blue Route.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the implementation of the above-described changes to the Casper bust transit system.

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

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

January 28, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing the execution of an M-54 Utility License with the Wyoming Department of Transportation for the installation of a 1.5-inch, schedule 80, low pressure sanitary sewer service line to provide sewer service to 11105 and 11115 West US Highway 20/26.

Meeting Type & Date

Regular Council Meeting
February 5, 2019

Action type

Resolution

Recommendation

That Council, by resolution, authorize approval of an M-54 Utility License with the Wyoming Department of Transportation for installation of a 1.5-inch, schedule 80, low-pressure sanitary sewer service line to provide sewer service to 11105 and 11115 West US Highway 20/26.

Summary

Property owners at 11105 and 11115 West US Highway 20/26 are working with JKC Engineering to obtain sewer service for their properties. Sewer service is available by connecting into the 33-Mile sewer located along US Highway 20/26.

These properties are located within the Town of Mills (Mills) growth boundary. Mills does not have the infrastructure to provide sewer service to these properties at this time. As such, Mills, by a letter dated January 23, 2019, has agreed to allow the City of Casper to serve these customers.

Accessing the sewer main from the properties requires installation of a 1.5-inch, schedule 80, low-pressure sanitary sewer service line under US Highway 20/26. WYDOT requires an M-54 Utility License for this work to be performed in their right-of-way. While the City will not own this sewer service line, WYDOT requires that consummation of the license agreement be with the owner of the utility.

Financial Considerations

No financial considerations.

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution

WYDOT Utility License

**TRANSPORTATION COMMISSION OF WYOMING and its
WYOMING DEPARTMENT OF TRANSPORTATION**

LICENSE

(Municipality – covered by Wyoming Governmental Claims Act)

1. **Parties.** The parties to this License are City of Casper, hereinafter referred to as Licensee, whose physical address is 200 N. David St. Casper, WY 82601 and the **TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION**, whose address is 5300 Bishop Blvd, Cheyenne, WY 82009-3340, hereinafter referred to as Agency.

2. **Purpose of License.** The Licensee is planning the construction of a 1 1/2" SCH80 PVC
Low Pressure Sanitary Sewer

_____ hereinafter referred to as Facility, located in:
Section(s) 24 Township 34N Range 81W County (ies) Natrona
Route 20/26 Milepost (RM) _____ Company Tracking Number: _____

GPS Coordinates:

GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321).
For encroachments, attach Form M-54G – *Additional GPS Coordinates* - included in the License packet.

Entering R/W: Latitude 42.906556307 Longitude 106.505189682
Exiting R/W: Latitude 42.906066822 Longitude 106.505529811

FOR DISTRICT USE ONLY			
ML:		Maint. Section:	
FOR UTILITY SECTION USE ONLY			
Company Code:		Folder #:	
Offset:		Encroach Type:	
		Direction:	
		Facility Type:	

3. **Term of License and Required Approvals.** This License is effective when all parties have executed it and authority to proceed has been granted by the Agency.

4. **Responsibilities of Licensee.**

- A. Condition of Approval.** As a condition of approval for this License, the Licensee agrees to locate the Facility identified by this License at the Licensee's expense, in accordance with Wyoming Statute § 37-12-301 *et. seq.* Wyoming Underground Facilities Notification Act. The Licensee also agrees to include the nature, location and depth of the Facility on an Engineering Drawing, using three dimensional planes and a datum reference determined by the Agency. If unanticipated or unusual circumstances are encountered during Facility construction which forces a deviation in excess of two (2) feet from the approved horizontal alignment, the Licensee shall contact the respective district maintenance engineer and seek approval prior to making the deviation. The Licensee shall then file an amended exhibit.
- B. Plan/Staking Sheet.** The Licensee shall attach the Engineering Drawing, and a plan sheet and/or staking sheet showing the proposed facilities to be placed within the Agency's right-of-way, designated Exhibit "A", which is attached to and incorporated into this License by this reference. Upon completion of the proposed work, the Licensee shall submit to the Agency "As-Constructed" plans showing the actual location of the facilities within the Agency's right-of-way. Exhibit "A" and the "As-Constructed" plans shall comply with the *Wyoming Department of Transportation Utility Accommodation Regulation* and the following requirements:

(i) PLAN VIEW REQUIREMENTS

- (a) Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- (b) Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed
- (c) Existing major utility facilities.
- (d) Proposed Facility alignment with offset distances from either the roadway centerline or right-of-way line.
- (e) Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- (f) Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- (g) Size and/or capacity of the proposed Facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- (h) Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new Facility so that it is easily recognizable for someone reading the drawing(s).
- (i) Legal description: Section, Township, and Range with North Arrow.
- (j) Reference new Facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
- (k) All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the Facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.

(ii) AERIAL HIGHWAY CROSS SECTION

- (a) Low sag design clearance above the high point of the roadway.
- (b) Existing or proposed under-built facilities, including those by others.
- (c) Cross section view of the highway right-of-way indicating the location of poles or support structures relative to the roadway centerline or right-of-way lines.

(iii) BURIED HIGHWAY CROSS SECTION

- (a) Cross section view of the highway right-of-way at the crossing, showing the depth of the Facility relative to natural ground, roadway drainage ditch, and the roadway template.
- (b) If casing pipe or conduit is used, indicate by dimension where the casing will end.
- (c) If heavy wall thickness pipe is used instead of casing pipe, show where the heavy wall thickness pipe transitions back to normal thickness pipe.

The maximum sheet size shall be eleven inches by seventeen inches (11" x 17"). Use of Agency supplied project plans and cross sections is recommended as most of the above requirements are met, saving time and expense to both parties. Contact the Agency for availability of paper plans and/or electronic design files.

- C. **Facility Placement.** The Facility will be placed in a manner conforming to recognized standards, applicable federal, state, or local laws, codes, ordinances, and regulations; in the exact location shown on the attached "Exhibit A"; and as directed by the Agency. Placing the Facility in a location other than originally approved without obtaining prior Agency approval by submitting a revised "Exhibit A", will void the License.
- D. **Changes.** Any future alterations, modifications, or removals (Adjustments) of the Facility within the highway right-of-way, required and requested by the Agency, shall be completed without delay. These Adjustments will be accomplished *at no expense to the Agency*, unless otherwise provided for by law. Any costs due to delays or lack of response to the Agency or an Agency contractor resulting from the failure of the Licensee to perform the required Adjustments necessitated by a highway construction project or maintenance activities, will be borne by the Licensee.
- E. **Limitations.** This License will not be modified, transferred, or assigned without the written consent of the Agency. This License does not allow for installation of additional facilities, nor does this License set aside a strip of land of specific width for the exclusive use by the Licensee.
- F. **Cancellation or Nullification.** The Licensee is required to notify the Agency in writing to cancel or nullify any issued License if the described Facility is not constructed within the prescribed time limits,

scheduled to be removed, or taken out of service. No Facility will be allowed to be abandoned in place. The Facility must be removed at the time of abandonment.

- G. **Facility Access.** The maintenance, use, inspection, and access to the Facility shall be accomplished from locations outside of the lines of no access or access control. Ingress or egress to and from the Facility from the traveled ways of an access controlled road is hereby expressly forbidden.
- H. **Traffic Control.** The Licensee agrees to the standards for traffic control as outlined in the Agency's *Traffic Control for Roadway Work Operations* manual, which is incorporated into this License by this reference. Standards developed by the Licensee may be substituted for the cited manual provided they have been approved by the district traffic engineer. The Licensee must cease all operations if they do not comply with traffic control standards. Traffic control plans and road closure plans will be submitted to the Agency's engineer for approval prior to starting any work on highway right-of-way.
- I. **Contaminated Soil.** Any Licensee installing a new Facility or replacing/upgrading an existing Facility that encounters any type of contaminated soil, will at the Licensee's expense manage the contaminated soil in accordance with current DEQ regulations.

5. **Responsibilities of Agency.** This License is issued pursuant to Wyoming Statute § 1-26-813, Right-of-Way Along Public Ways . . . , and grants permission for the Licensee to occupy a portion of the right-of-way controlled by the Agency. This permission is limited by the type of controlling interest held by the Agency. Responsibility to satisfy any other fee (deeded) interest rests with the Licensee.

6. **General Provisions.**

- (A) **Additional Stipulations.** Additional specific district stipulations may be attached to this form by the Agency as specified by the *Wyoming Department of Transportation Utility Accommodation Regulation*, which is incorporated into this License by this reference. The Licensee agrees to incorporate the applicable requirements into the design of the Facility and assures compliance with these requirements during the construction of the Facility. Non-compliance will void this License.
- (B) **Ambiguities.** The parties agree that any ambiguity in this License shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- (C) **Amendments.** Any changes, modifications, revisions or amendments to this License which are mutually agreed upon by the parties to this License shall be incorporated by written instrument, executed and signed by all parties to this License.
- (D) **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this License shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this License as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this License and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- (E) **Assignment Prohibited and License Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this License without the prior written consent of the other party. The Licensee shall not use this License, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- (F) **Award of Related Licenses.** The Agency may award supplemental or successor Licenses or permits for work related to this License or may award contracts to other contractors for work related to this License. The Licensee shall cooperate fully with other contractors and the Agency in all such cases.
- (G) **Construction Methods.** The License is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter, and other non-conventional methods will require specific prior approval by the Agency's engineer.
- (H) **Entirety of License.** This Form M-54 License, consisting of five (5) pages; the attached Exhibits and Additional Stipulations, consisting of the pages stamped thereon; the *Wyoming Department of Transportation Utility Accommodation Regulations*; the Wyoming Department of Transportation's *Traffic*

Control for Roadway Work Operations manual; and the “As Constructed” Plans, represent the entire and integrated License between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this License and the language of any attachment, exhibit, or document incorporated by reference, the language of this License shall control.

- (I) **Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- (J) **Inspectors.** Based upon the complexity, construction methods or other concerns, the Agency may assign part-time or full-time inspector(s) to the Licensee’s project. The cost of such inspection will be at the sole expense of the Licensee, and the Agency’s District Offices will initiate an *Authority for Rendering Special Services (ARS)*, as provided in *Operating Policy 24-3*.
- (K) **Notices.** All notices arising out of, or from, the provisions of this License shall be in writing and given to the parties at the address provided under this License, either by regular mail, facsimile, or delivery in person.
- (L) **Proof of Insurance.** Licensee is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the Agency
- (M) **Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this License and the Licensee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this License shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- (N) **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this License shall not be construed so as to create such status. The rights, duties, and obligations contained in this License shall operate only between the parties to this License and shall inure solely to the benefit of the parties to this License. The provisions of this License are intended only to assist the parties in determining and performing their obligations under this License.
- (O) **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this License.
- (P) **Waiver.** The waiver of any breach of any term or condition in this License shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- (Q) **Work in Vicinity of Other Utilities.** The Licensee is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with Wyoming Statute § 37-3-301 *et seq.*, *Wyoming High Voltage Power Lines and Safety Restrictions Act*, and the Licensee is further advised to comply with the provisions of Wyoming Statute § 37-12-301 *et seq.*, *Damage to Underground Public Utilities Facilities*.

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7. **Signatures.** In witness thereof, the parties to this License, either personally or through their duly authorized representatives, have executed this License on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this License.

The effective date of this License is the date of the signature last affixed to this page.

LICENSEE

Charles Powell, Mayor

Printed Name and Title

Signature

Date

(307) 235 - 8224

Office Number

() -

Mobile Number

E-mail

AGENCY

District Representative Printed Name and Title

Signature

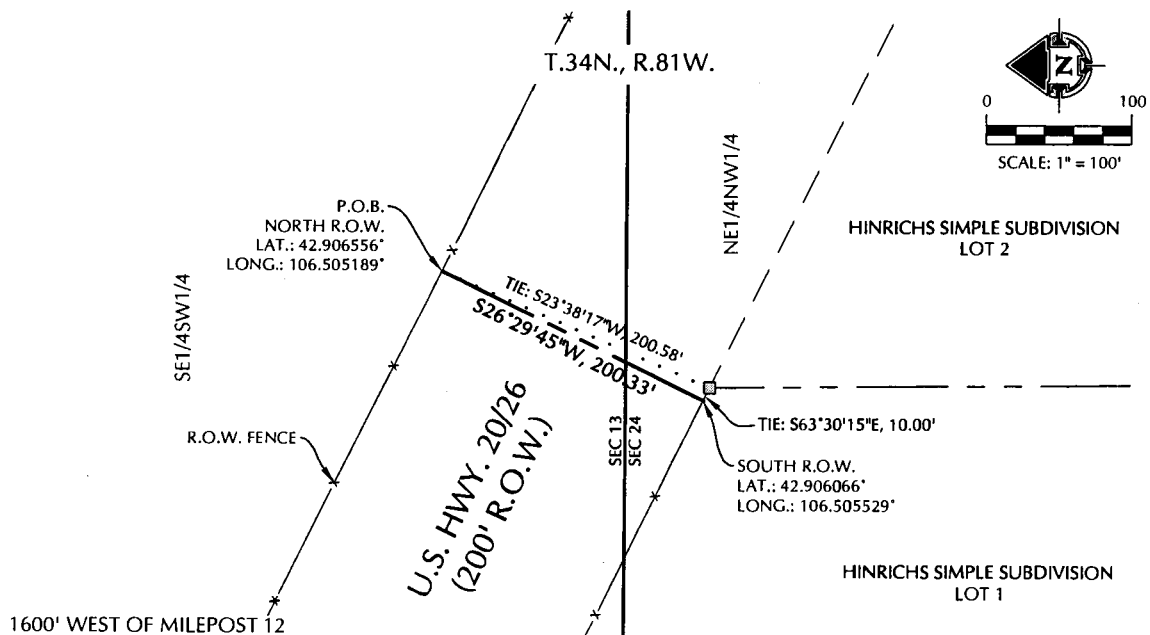
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM Standard M-54 Template dated October 25, 2018.
(Original on file.)**

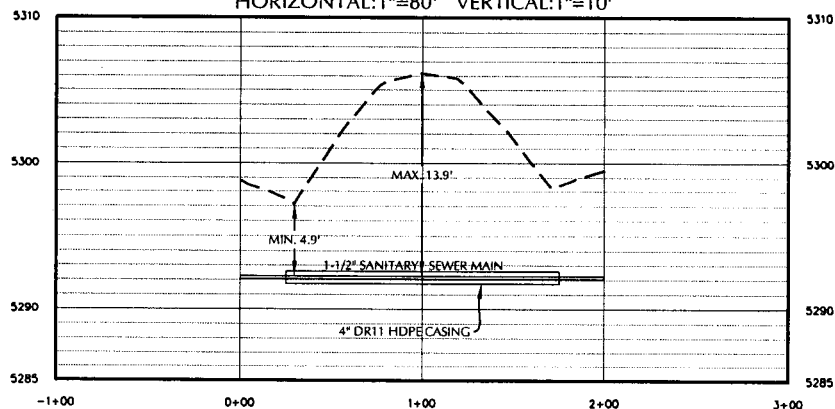
LEGAL DESCRIPTION:

A Permit located in and being a portion of the SE1/4SW1/4, Section 13 and the NE1/4NW1/4, Section 24, Township 34, Range 81 West of the Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by centerline as follows:

Beginning at a point in the north right-of-way line of U.S. Highway 20/26 from which the northeast corner of Lot 1, Hinrichs Simple Subdivision bears S23°38'17"W, 200.58 feet; thence S26°29'45"W, 200.33 feet, more or less, to the south right-of-way line of U.S. Highway 20/26 from which the northeast corner of said Lot 1, Hinrichs Simple Subdivision bears S63°30'15"E, 10.00 feet. Said Permit is 200.33 feet, more or less, in length.



U.S. HWY 20/26 ROAD CROSSING PROFILE
1-1/2" SCH80 PVC SANITARY SEWER LINE
HORIZONTAL: 1"=80' VERTICAL: 1"=10'



LEGEND

- RECOVERED ALUMINUM CAP
 - PERMIT CENTERLINE
 - RIGHT-OF-WAY LINE
 - MEASURED
 - EXISTING PROFILE
- N52°14'56" W, 308.40'

NOTES:

1. BASIS OF BEARING: STATE PLANE COORDINATE SYSTEM; WY-EC NAD83
2. DISTANCES: U.S. SURVEY FOOT

WO#: 18-36

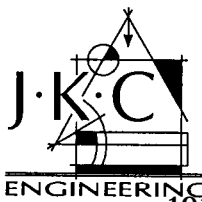
DATE: 12/11/2018

PREPARED FOR: WYDOT

DRAWN BY: S. STEWART

EXHIBIT A

A PERMIT LOCATED IN AND BEING A PORTION OF THE SE1/4SW1/4, SECTION 13 AND THE NE1/4NW1/4, SECTION 24 TOWNSHIP 34 NORTH, RANGE 81 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING




ENGINEERING • SURVEYING • GIS MAPPING
CONSTRUCTION MANAGEMENT

111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
Ph: 307-265-4601 • Fax: 307-265-4672

APPROVAL AS TO FORM

I have reviewed the attached *WYDOT M-54 Utility License – 11105 & 11115 West Hwy 20/26*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: January 14, 2019.



Wallace Trembath III
Deputy City Attorney

RESOLUTION NO.19-16

A RESOLUTION AUTHORIZING THE EXECUTION OF AN M-54 UTILITY LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF A 1.5-INCH LOW PRESSURE SANITARY SEWER SERVICE LINE FOR 11105 AND 11115 WEST US HIGHWAY 20/26.

WHEREAS, the City of Casper desires to install a 1.5-inch, schedule 80, low pressure sanitary sewer service line within Wyoming Department of Transportation right-of-way to provide sanitary sewer service to 11105 and 11115 West US Highway 20/26; and,


WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute an M-54 Utility License for the work.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute an M-54 Utility License with the Wyoming Department of Transportation for the installation of a 1.5-inch, schedule 80, low pressure sanitary sewer service line within Wyoming Department of Transportation right-of-way to provide sewer service to 11105 and 11115 West US Highway 20/26.

BE IT FURTHER RESOLVED, that the City Manager, and the Public Services Director for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to these documents.

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

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

January 14, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing a Transportation Alternatives Program Agreement with the Wyoming Department of Transportation for the Morad Park to Walmart Trail.

Meeting Type & Date
Regular Council Meeting
February 5, 2019

Action type
Resolution

Recommendation

That Council, by resolution, authorize a Transportation Alternatives Program Agreement with the Wyoming Department of Transportation for the Morad Park to Walmart Trail, Project No. 18-050, in the amount of \$220,325.60.

Summary

On Tuesday, July 3, 2018, Council approved a resolution to support the City of Casper's application to the Wyoming Department of Transportation (WYDOT) for Transportation Alternatives Program (TAP) funds. On October 19, 2018, the Wyoming Transportation Commission fully approved the City of Casper's application for TAP funding.

The proposed project is to expand the City's trail network by building a trail from the Morad Park Bypass Trail to the west side Walmart. The trail will be approximately 2,200 feet long and will connect Casper's non-motorized trail system along the North Platte River to the businesses, schools and neighborhoods to the south of CY Avenue.

WYDOT requires the City of Casper to enter into an agreement to accept TAP funding. The estimated cost for the project is \$275,407.00, with TAP funds of \$220,325.60 being matched with \$55,081.40 from budgeted One Cent #15 Optional Sale Tax Revenue allocated to the Platte River Trails Trust projects.

Financial Considerations

N/A

Oversight/Project Responsibility

Terry Cottenor, Engineering Technician, Public Services Department.

Attachments

Resolution

Two (2) Copies of the Agreement

**FY2019
TRANSPORTATION ALTERNATIVES PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CASPER**

Federal Award Information - Required by 2 CFR § 200.331

Subrecipient Name: Casper, City of	Subrecipient DUNS: 152720140
Federal Award Identification Number (FAIN): TBD	Federal Award Date: TBD
Period of Performance Start and End Date: 24 months from the Federal Award Date	Federal Award this Agreement: \$220,325.60
Total Federal Award to Subrecipient: \$220,325.60	Total Federal Award: \$275,407.00
Awarding Federal Agency: Federal Highway Administration	Federal Highway Administration: Wyoming Division Office Telephone: (307) 772-2101 Email: HDAWY@dot.gov
Pass-through Agency: Wyoming Department of Transportation (WYDOT)	WYDOT Program Mgr.: David Koskelowski Telephone: 307-777-3938 Email: david.koskelowski@wyo.gov WYDOT Contact for Confirmation of Funds: Barbara MacKenzie Telephone: (307) 777-4039 Email: barbara.mackenzie@wyo.gov
Sponsor Contact: Terry Cottenoir Phone: 307-235-8341 Email: tcottenoir@casperwy.gov	
CFDA No.: 20.205	CFDA Title: Highway Planning and Construction
Research and Development: No	Indirect Cost Rate (ICAP): N/A
Project Name: Morad Park to Walmart Trail	Recipient County: Natrona County
Agreement No.: CD 0.00 CD19201	Project No.: CD19201

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Casper (Sponsor), whose address is: 200 N. David Street, Casper, Wyoming 82601.
2. **Purpose.** This is a subaward of federal financial assistance from WYDOT to the Sponsor. The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Sponsor and WYDOT in the administration of the Wyoming



Transportation Alternatives Program (TAP). All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).

3. **Term of the Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from the Effective Date to December 31, 2020.

4. **In consideration of the mutual covenants herein set forth, WYDOT and the Sponsor agree as to the following General Conditions:**

A. **Project Scope.** The Sponsor shall undertake and complete the Project as described and set forth below and in the “Project Description” section of Attachment A, the project Sponsor’s TAP application, dated July 5, 2018, which is attached to and incorporated into this Agreement by this reference, and in accordance with terms and conditions of this Agreement.

- (i) **Project Description.** TAP funding to construct a 10 ft wide, 2,200 linear foot, pathway connection from Platte River Trail at 2800 SW Wyoming Blvd. to the intersection of CY Avenue and the Walmart Business Access road at the Mountain View Shopping Center, Fort Casper Academy, and neighborhoods to the south, at the location shown on Attachment B, Map, which is attached to and incorporated into this Agreement by this reference.

- (ii) **Responsibility of Sponsor.** Sponsor shall:

- (a) Complete all administrative requirements, including having at least one Local Project Administration (LPA) Certified staff member;
- (b) Select consultants based on qualifications, utilizing WYDOT’s help if needed;
- (c) Submit Plans, Specifications and Estimates along with bid documents to WYDOT Local Government Coordination (LGC) Office for review and concurrence prior to project advertisement;
- (d) Submit bid tabulations to WYDOT LGC Office for review and concurrence prior to awarding project;
- (e) Monitor project progress and submit reimbursement requests to WYDOT’s LGC Office at least once per quarter; and
- (f) After final bill is paid, submit it for reimbursement to WYDOT LGC Office with Completion and Acceptance Certificate

- (iii) **Responsibility of WYDOT.** WYDOT will:

- (a) Assist with consultant selection process;
- (b) Review plans and specifications for compliance prior to advertisement;
- (c) Review bid tabulations prior to project being awarded;



- (d) Provide ongoing support through construction, including possible site inspections and reimbursement processing; and
- (e) Ensure project acceptance and completion and process final reimbursement

B. Period of Performance. The Period of Performance shall be twenty four (24) months from that date of Federal Award and shall allow ninety (90) days for project closeout beyond completion of physical work on the project. The Sponsor shall commence and complete the project in a professional, economical and efficient manner by December 31, 2020 as indicated in the Term of Agreement Section above. Project work shall commence upon receipt of a Notice to Proceed. Costs incurred prior to the Notice to Proceed will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed, and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Sponsor may submit a request to WYDOT for an extension of time to complete the project. The request shall be in writing to WYDOT's LGC Office. Failure of the Sponsor to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the Sponsor shall return to WYDOT any and all federal funds that have been paid to the project Sponsor.

C. Design Review and Approval and Consultant Selection. All project designs to include engineering, architectural and landscape architectural plans, specifications and required federal provisions (Contract Documents) shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or the Transportation Act Sec. 4(f) review and mitigation statement shall be submitted to the WYDOT LGC. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Sponsor's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT LGC Office shall receive a copy of such plans and project Contract Documents and review and approve the same prior to the Sponsor's proceeding with construction bidding, contracting or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 Code of Federal Regulations (CFR) 635 Subpart A. The consultant selection process shall comply with the Brooks Act, 40 United States Code (U.S.C.) 1101 *et seq.* with guidance included in WYDOT Operating Policy 40-1.



D. Federal and State Required Contract Provision. The Sponsor shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:

- (i) Environmental Documentation: Contract Documents shall include the appropriate level of environmental review and analysis in accordance to 23 CFR 771, to include mitigation assessment where required.
- (ii) National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the Contract Documents shall include the appropriate review and mitigation assessment.
- (iii) Design Exceptions: Contract Documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).
- (iv) Patented and Proprietary Products: contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items, or WYDOT certifies through a public interest finding that the patented or proprietary item is: necessary for synchronization with existing facilities or a unique product for which there is no equally suitable alternative.
- (v) Buy America Provisions: requires the use of American steel and iron products, when specified in accordance to 23 CFR 635.410.
- (vi) Disadvantage Business Enterprises (DBE): DBE efforts shall be included in the project file, using the Form "E-91LPA" to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.
- (vii) Required Federal Contract Provisions: Attachment C, FHWA Form1273 provisions, which are attached to and incorporated into this Agreement by this reference, shall apply to all work performed under this Agreement, including work performed by subcontract. All Contract Documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.
- (viii) Contractor and subcontractor Certification for Suspension and Debarment.
- (ix) Manual of Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects



which intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the Contract Documents.

- (x) **Labor Rates:** Contract Documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.
 - (xi) **Equipment/Materials/Labor Cost Determination:** unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.
- E. Prohibited Interest.** No member, officer or employee of the Sponsor during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- F. Project Abandonment.** Should the Sponsor abandon the project prior to completion, or if the project is not let to construction within two (2) years of the completion of the design due to the delay or actions by the Sponsor, the Sponsor shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.
- G. Project Administration.** Project administration must be performed by a public employee to be in responsible charge. The Sponsor shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT LPA Certification Program. Any costs incurred as a result of the work completed by the project administrator, or supplies and other related costs, shall be included as overhead to the Sponsor and are not reimbursable under this award, unless the Sponsor has a WYDOT approved Indirect Cost rate.
- Project administration costs incurred on activities related directly to any professional services to include Architectural/Engineering (A/E) contracts entered into for this individual award are eligible for reimbursement under this program on an eighty to twenty (80/20) percent matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project— eighty percent (80%)— shall be submitted on WYDOT LPA Cost Reimbursement Form, signed by the authorized Sponsor representatives and approved by the WYDOT LGC Office.
- H. Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the project design



documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Sponsor may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 CFR 635 Subpart A. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Sponsor shall make recommendation to WYDOT of low responsible and responsive bidder for WYDOT concurrence prior to contract award. WYDOT reserves the right to review all contract bids prior to contract award. Extra work and claims must be within the scope of contract.

- I. Project and Final Inspections.** Project inspections shall be conducted by the Sponsor or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Sponsor shall notify WYDOT of final inspection and a WYDOT representative may accompany the Sponsor's representative on the final inspection. Prior to the final payment (normally the final ten (10) percent), the Sponsor shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116—Final Settlement and Payment. Additionally, the Sponsor shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.
- J. Project Funding.** Federal funding for this project shall not exceed two hundred twenty thousand three hundred twenty five dollars and sixty cents (\$220,325.60). In accordance with WYDOT's policies, a program match requirement of eighty percent (80%) of federal and twenty percent (20%) local share of the project costs shall apply. Project total cost exceeding project estimate of two hundred seventy five thousand four hundred seven dollars and no cents (\$275,407.00), (including local match) shall be borne by the Sponsor.

TAP is funded on a reimbursement basis. No funds shall be paid by WYDOT prior to being paid first by the Sponsor. All requests for payment must be submitted to WYDOT's LGC Office on the LPA Cost Reimbursement Form that will be supplied to the Sponsor. Reimbursement requests must also include all applicable supporting documentation including: copies of invoices to be reimbursed and proof of payment by the Sponsor. The Cost Principles found in 2 CFR 200 – Subpart E apply to this award. WYDOT will make payment to the Sponsor within thirty (30) days of receipt of a complete and approved reimbursement request.

Reimbursement requests will be accepted on a monthly basis and must be submitted no less frequently than once every three (3) months in order for the project to remain active and to avoid the risk of federal funds being rescinded. If



no financial activity occurs in a given quarter, the Sponsor shall notify WYDOT's LGC Office in writing of the status and schedule of the project.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsrs.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

and

<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

The Sponsor may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and would fulfill part/all of the match requirements of the Sponsor. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4(A) of this Agreement. If the Sponsor accepts the donation of land, the land value used to offset the match may not exceed the twenty percent (20%) match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

- K. Project Maintenance.** Project maintenance and perpetual care shall be the responsibility of the Sponsor.
- L. Public Interest Finding.** If the Sponsor elects to use force account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the Sponsor to make a finding in the public interest. In inquiry into the public interest finding cannot exceed fifty thousand dollars (\$50,000.00). Requests for Force Account Work shall be evaluated in accordance to 23 CFR 635 Subpart B. Prior to the use of Force Account Work, the Sponsor must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in Sponsor's Project Packet). WYDOT Form LGC-PIF must be submitted by the Sponsor for approval by the WYDOT LGC Office.

M. Restrictions, Prohibitions, Controls and Labor Provisions

Transportation Alternatives Program Agreement between WYDOT and the City of Casper
Federal Project CD19201, Morad Park to Walmart Trail Project in Natrona County

Page 7 of 18



- (i) **Equal Employment Opportunity.** In connection with the carrying out of the Project, the Sponsor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Sponsor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (ii) **Disadvantaged Business Enterprise Requirements.**
 - (a) **Policy.** It is the policy of WYDOT that Disadvantaged Business Enterprises (DBE), defined as minority business enterprises and woman business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
 - (b) **DBE Obligation.** The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Sponsor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Sponsor and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.
- (iii) **Title VI Civil Rights Act of 1964.** The Sponsor shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Sponsor pursuant thereto.
- (iv) **Compliance with Elderly and Disabled Regulations.** The Sponsor shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 CFR Part 27 and the Americans with Disabilities Act of 1990.

N. Right-of-Way and Utilities. Prior to proceeding with project bidding, the Sponsor must submit to the WYDOT LGC Office a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the Sponsor's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with: Wyo. Stat. § 1-26-501, *et*



seq.—the Wyoming Eminent Domain Act; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646; and the regulations of 49 CFR Part 24.

5. **Special Provisions**

- A. **Assumption of Risk.** The Sponsor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Sponsor's failure to comply with state or federal requirements. WYDOT shall notify the Sponsor of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Sponsor must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- C. **Environmental Policy Acts.** The Sponsor agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking:** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Sponsor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Sponsor breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The Sponsor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Sponsor is prohibited from inducing, by any means, any



person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

- F. Limitations on Lobbying Activities.** By signing this Agreement, the Sponsor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Sponsor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

The Sponsor and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

- G. Mandatory Disclosures.** Per 2 CFR 200.113, the Sponsor must disclose, in a timely manner, in writing to WYDOT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

- H. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the Sponsor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.

- I. Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the Sponsor to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- J. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. Publicity.** Any publicity given to the projects, program or services provided herein, including, but not limited to, notices, information, pamphlets, press



releases, research, reports, signs, and similar public notices prepared by or for the Sponsor and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.

- L. Suspension and Debarment.** By signing this Agreement, the Sponsor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Sponsor agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. Administration of Federal Funds.** The Sponsor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.
- N. Copyright License and Patent Rights.** The Sponsor acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Sponsor purchases ownership using funds awarded under this Agreement. The Sponsor must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. Federal Audit Requirements.** The Sponsor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Sponsor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Sponsor shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.



- P. Non-Supplanting Certification.** The Sponsor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Sponsor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- Q. Program Income.** The Sponsor shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

6. General Provisions

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Sponsor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Agreement. The Sponsor shall immediately, upon receiving written instruction from WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Agreement. The Sponsor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by WYDOT.
- E. Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but



not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The Sponsor shall cooperate fully with other contractors and WYDOT in all such cases.
- G. Certificate of Good Standing.** The Sponsor shall provide to WYDOT a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that the Sponsor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. The Sponsor shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's Office are up-to-date before signing this Agreement.
- H. Compliance with Laws.** The Sponsor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- I. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Contract shall be kept confidential by the Sponsor unless written permission is granted by WYDOT for its release. If and when Sponsor receives a request for information subject to this Agreement, Sponsor shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- J. Entirety of Agreement.** This Agreement, consisting of eighteen (18) pages; Attachment A, Project Description, consisting of one (1) page(s); Attachment B, Map, consisting of two (2) page(s); Attachment C, Form FHWA-1273, consisting of fourteen (14) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.



- K. Ethics.** The Sponsor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Sponsor's profession.
- L. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- O. Independent Contractor.** The Sponsor shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Sponsor shall be free from control or direction over the details of the performance of services under this Agreement. The Sponsor shall assume sole responsibility for any debts or liabilities that may be incurred by the Sponsor in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Sponsor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The Sponsor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the Sponsor's agents or employees as a result of this Agreement.



- P. Insurance Requirements.** Sponsor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.
- Q. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- R. Ownership and Destruction of Documents and Information.** WYDOT owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Agreement. Upon termination of services, for any reason, the Sponsor agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon WYDOT's verified receipt of such information, the Sponsor agrees to physically and electronically destroy any residual WYDOT-owned data, regardless of format, and any other storage media or areas containing such information. The Sponsor agrees to provide written notice to WYDOT confirming the destruction of any such residual WYDOT-owned data.
- S. Patent or Copyright Protection.** The Sponsor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Sponsor or its subcontractors will violate any such restriction. The Sponsor shall defend and indemnify WYDOT for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- T. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- U. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.



- V. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the Sponsor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- W. Taxes.** The Sponsor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or certified mail. This Agreement may be terminated by WYDOT immediately for cause if the Sponsor fails to perform in accordance with the terms of this Agreement.
- Y. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- BB. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Sponsor of an originally signed counterpart of this Agreement by facsimile or



PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT. The Sponsor's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to WYDOT within five (5) business days shall be considered a material breach and may result in immediate termination of the Agreement by WYDOT.

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7. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the date of the signature last affixed to this page.

ATTEST:

City of Casper:

Name

By: _____
Mayor, City of Casper

Title

Date

(SEAL)

ATTEST:

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

By: _____
Sandra J. Scott, Secretary

By: _____
Keith R. Fulton, P.E., Assistant Chief
Engineer - Planning and Engineering

Transportation Commission of Wyoming

(SEAL)

Date

Approved as to form:

By: *Alysia Goldman* #187674
Alysia Goldman 1/8/19
Assistant Attorney General
State of Wyoming

Date agreement prepared: December 27, 2018



Brief Project Summary:

Outline the need for the project and the benefits of the project:

The intersection at WY. Blvd. and CY Ave. is the 2nd largest in Casper and is at best daunting and at worst extremely dangerous for pedestrians and cyclists. The average pedestrian or cyclist does not feel safe travelling to the Wolf Creek neighborhood, Ft. Casper Academy and Mountain View shopping center from Casper's Platte River Trail system and vice versa. The PRTT has received significant citizen feedback on the need to provide access from the Platte River Trail to the areas south of CY Avenue to allow users to ride their bikes, run or walk from their neighborhood, or the business district, directly to the Platte River Trail rather than having to drive to the Trail in their car and proceed from there. We believe that this new connection will encourage more purely non-motorized trips, for pedestrians and cyclists, from their neighborhood or local businesses to the Platte River Trail.

To maximize the safety of this new pathway connection and at-grade crossing of CY Ave., and to avoid Casper's second largest intersection at CY and WY. Blvd., this project brings trail users up from Morad Park to the traffic signal at the entrance into the Mtn. View shopping area close to Walmart. The traffic signal will be upgraded to include a human activated signal button and ADA ramps and mats to create a direct, comfortable and safe connection from Casper's primary non-motorized pathway system, the Platte River Trail, to Ft. Casper Academy, the Wolf Creek neighborhood, the Stoney Hill Affordable apartments, Mtn. Plaza Assisted Living facility and the many businesses in the Mountain View shopping center.

The benefits of this project are clear and include 1) Improved safety for bicyclists, pedestrians, children, the elderly and people with disabilities who wish to travel between the Platte River Trail and businesses, neighborhoods and other services south of CY Ave. 2) Closure of a gap in Casper's non-motorized trail system with the creation of a new connection between the Platte River Trail and a school, business district, and residential areas south of CY Ave. 3) Overall enhancement of Casper's non-motorized transportation environment that encourages more non-motorized trips by providing safe crossing of CY Ave. which is currently a deterrent for most people as they consider non-motorized trips from this area to the Platte River Trail.





REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

**SUPPLEMENTARY DOCUMENT
FOR
FHWA-1273 – REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

Title 46 - Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381 .7- Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J- MISCELLANEOUS. PART 381- CARGO PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381 .3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) *Agreement Clauses.* "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. "(2) Within 20 days following the date of loading for shipments

originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment 3 of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

APPROVAL AS TO FORM

I have reviewed the attached *Resolution and Agreement with Wyoming Department of Transportation (WYDOT) for Transportation Alternatives Program funding for the Morad Park to Walmart Trail, Project No. 18-050*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: January 17, 2019.



Wallace Trembath III
Deputy City Attorney

RESOLUTION NO.19-17

A RESOLUTION AUTHORIZING A TRANSPORTATION
ALTERNATIVES PROGRAM AGREEMENT WITH THE
WYOMING DEPARTMENT OF TRANSPORTATION FOR THE
MORAD PARK TO WALMART TRAIL.

WHEREAS, the City of Casper desires to enter into an agreement with the Wyoming Department of Transportation (WYDOT) accepting Federal Transportation Alternatives Program (TAP) funding in the amount of Two Hundred Twenty Thousand Three Hundred Twenty-Five Dollars and 60/100 (\$220,325.60), for the Morad Park to Walmart Trail; and,

WHEREAS, funding in the amount of Two Hundred Twenty Thousand Three Hundred Twenty-Five Dollars and 60/100 (\$220,325.60) is available under the TAP program for the project; and,

WHEREAS, WYDOT requires the City of Casper to execute the TAP agreement to accept this funding.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute two (2) copies of the TAP Agreement with WYDOT.

BE IT FURTHER RESOLVED: That the City Manager and the Public Services Director for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to this agreement.

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

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

January 11, 2019

MEMO TO: J. Carter Napier City Manager 

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

SUBJECT: Authorizing a Contract for Professional Services with Civil Engineering Professionals, Inc., in the amount of \$90,000, for the North Beverly Street Improvements, Project No. 18-060.

Meeting Type & Date:

Regular Council Meeting
February 5, 2019

Recommendation:

That Council, by resolution, authorize a contract for professional services with Civil Engineering Professionals, Inc., (CEPI) in the amount of \$90,000, for the North Beverly Street Improvements, Project No. 18-060.

Summary:

The North Beverly Street Improvements project includes the full depth replacement of concrete surface, ADA accessible ramps at intersections, miscellaneous repairs to sidewalk, curb and gutter and curb-walk along North Beverly Street between East Yellowstone Highway and Burlington Avenue. This road section sees a high volume of heavy truck traffic and has deteriorated under these conditions.

A request for proposals was sent to qualified consultants to furnish engineering design and construction administration services for the project. The City received four (4) proposals from interested consultants. A selection committee consisting of City staff reviewed the proposals and interviewed three (3) of the consulting firms. The selection committee chose CEPI based on their interview and team qualifications. CEPI's fee for design and construction administration services is \$90,000.

Design services for the project include subsurface geotechnical investigations, street surfacing design and concrete jointing details, preparation of construction plans and specifications, and assistance to the City in advertising, opening, and evaluating construction bids. Construction services include traffic control planning and coordination with WYDOT and BNSF, field staking, field observations, attending construction progress meetings, materials testing, record drawings, and review of payment applications.

CEPI
North Beverly Street Improvements
Project No. 18-060

Financial Considerations:

Funding will be from FY19 Miscellaneous Arterials and Collectors.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 5th day of February, 2019 by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Civil Engineering Professionals, Inc. (CEPI), 6080 Enterprise Drive, Casper, Wyoming 82609 ("Consultant").

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

RECITALS

A. The City is undertaking road surfacing improvements for the North Beverly Street Improvements, Project No. 18-060.

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

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

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

A. Design Phase.

1. The Consultant shall meet with City representatives to discuss proposed project configuration and layout.
2. The Consultant shall conduct field surveys to collect topographic data, existing utilities, and surface elevations for the purpose of providing an appropriate alignment and to establish grades needed to provide positive

drainage throughout the corridor.

3. Consultant shall conduct geotech investigations and testing for the roadway improvements and provide a roadway section design as part of this project. This project is intended to be a full depth reconstruction.
4. The Consultant shall prepare plan sheets that have been approved and signed by a licensed Professional Engineer registered in the State of Wyoming. The plan sheets shall include the proposed area showing the final elevations, grades, alignments, typical sections, right-of-way, and all details necessary for construction, and other details necessary to insure safe passage for the public.
5. The Consultant shall prepare final drawings on a computer-aided drafting format. Digital format shall be DXF and be compatible with AUTOCAD Version 2012 release or later. The Consultant shall also provide a final set of plans in 11x17 paper copy designated as "Bid Set" approved and signed by a licensed Professional Engineer registered in the State of Wyoming, and a complete set of plans electronically in a pdf format that can be printed as a complete set and to scale, ready for reproduction if needed and all CAD file associated to the project. The project will be designed and presented to the City of Casper meeting Casper Municipal Code 16.16.020.
6. The Consultant shall prepare a project cost estimate when preliminary plans are at approximately fifty percent (50%) complete, at ninety percent (90%) complete, and at the completion of the design or one hundred percent (100%).
7. Consultant shall provide the City Engineering Office four (4) copies of the preliminary construction drawings and project manuals to be reviewed by City Staff at fifty (50%) and ninety (90%) and to conduct review meetings involving City staff to go over all comments at each phase.

B. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the Project.
2. Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper "Standard Specifications for Street Construction," latest version.

3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
4. The Consultant shall prepare a Project Manual to include the following:
 - a. Technical Specifications.
 - b. Bid Schedule to accompany the Owner's Bid Form.
 - c. Edited "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final review. After front end documents are reviewed by the Owner, Consultant shall incorporate any changes into the Project Manual.

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

C. Final Bidding Documents.

1. The Consultant shall provide the City Engineering Office four (4) sets of Bidding Documents at the completion of the design. The Consultant shall affix his registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.
2. The Consultant shall submit to the City, as a minimum, final drawings consisting of plan sheets showing the roadway and necessary details related to this project, and as follows:
 - a. Title Sheet that shows the project limits and location with respect to the surrounding region. This sheet shall also have an index and legend. The sheet shall bear the Consultants registration stamp, date and signature.
 - b. Typical Section of the roadway with dimensions and stationing.
 - c. Right-of-Way & Utility Plan indicating clearance of right-of-way.

- d. Grading Plan showing the grades and direction of drainage for any runoff with proposed and existing elevations.
 - e. Drainage Details showing size and location of drainage features if necessary.
 - f. Corridor Details showing location and orientation necessary for construction including concrete sidewalk, curb and gutter, ADA ramps, etc.
3. The Consultant shall provide the City Engineering Office a copy of final drawings of the project in AUTOCAD and PDF format, and the project manual in word and PDF format labeled "BIDDING DOCUMENTS NORTH BEVERLY STREET IMPROVEMENTS PROJECT"

D. Advertising and Bidding.

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

E. Construction.

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1990 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.
2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team.

The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Consultant will deliver five (5) copies of the Contract Documents to the successful bidder.

3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
 - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR) at the site to assist Consultant and to provide observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner informed of the progress of the Work. The RPR will be on site for an average of six (6) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.
 - b. The RPR will be Consultant's agent or employee and under Consultant's supervision.
 - i. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in

progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

- ii. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.
- c. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of all materials installed each day, and any and all pertinent conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.
- d. Consultant shall maintain a digital photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the photo number. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.
- e. Consultant shall maintain a correspondence file, including but not limited to, all memoranda, correspondence, and minutes of the progress meetings.
- f. During construction, progress meetings to include Owner's representative, Consultant, and Contractor(s) and subcontractors,

as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.

- g. In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.
- 5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:
 - a. Establish horizontal and vertical control for construction.
 - b. All staking will be done once, and Contractor(s) will be responsible for additional staking at his cost.
- 6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner.
- 8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents and the City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements.
11. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
 - a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check

the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.
14. Walk-Through. Consultant shall conduct a walk-through with the City to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.E.12.b (Construction Phase).
15. Record Drawings. Consultant shall provide the Owner one (1) set of electronic drawings showing those changes made during the construction process, based on the marked-up prints, drawings, survey data, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 11"x 17" record drawings to Owner. Consultant shall

also provide to Owner a copy of record drawings in PDF and Autocad (in conformance with City of Casper Municipal Code 16.16.020 and United States National CAD Standards). format compatible with the Owners system, labeled as "Record Drawings – North Beverly Street Improvements Project.

16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.
18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.E.1 through I.E.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

2. TIME OF PERFORMANCE:

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

Design and Bidding services shall be undertaken and completed on or before the 15th day of April, 2019.

Construction and Administration services shall be undertaken and completed on or before the 31st day of July, 2019.

Warranty Period services shall be undertaken and completed on or before the 31st day of July, 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed sum of Ninety Thousand and 00/100 Dollars (\$90,000).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. Consultant shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

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

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS:

CONSULTANT:
Civil Engineering Professionals, Inc.

By: Brandy Coyle

Printed Name: Brandy Coyle

Title: Admin Asst. City of Casper

By: Raymond J. Catterer

Printed Name: RAYMOND J CATERER

Title: PROJECT MANAGER

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting"

coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO.19-18

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC. (CEPI) FOR ENGINEERING SERVICES FOR THE NORTH BEVERLY STREET IMPROVEMENTS, PROJECT NO. 18-060.

WHEREAS, the City is undertaking the North Beverly Streets Improvements, Project No. 18-060; and,

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

WHEREAS, CEPI is able and willing to provide the engineering services for the North Beverly Streets Improvements, Project No. 18-060.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with CEPI for this service.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the contract, equal to a total not to exceed amount of Ninety Thousand and 00/100 Dollars (\$90,000).

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

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation


Fleur D. Tremel
City Clerk

Charles Powell
Mayor

CEPI
North Beverly Streets Improvements
Project No. 18-060

January 3, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing a Contract for Professional Services with CH2M HILL Engineers, Inc., in the amount of \$254,985, for Engineering Services for the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation, Project No. 19-007.

Meeting Type & Date:
Regular Council Meeting
January 22, 2019

Action Type:
Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with CH2M HILL Engineers, Inc., (CH2M), in the amount of \$254,985, for engineering services for the Sam H. Hobbs Wastewater Treatment Plant (WWTP) Secondary Treatment Rehabilitation, Project No. 19-007.

Summary:

In 2017, CH2M was contracted to complete a conditions assessment study with facility modifications recommendations for the WWTP. The assessment results included recommendations to install secondary treatment aeration basin isolation gates. It is not currently possible to take any of the four aeration basins out of service for inspection or repairs. The assessment also recommended to replace return activated sludge (RAS) valves and piping and provide piping inspection for mixed liquor (ML) steel piping. The RAS valves and piping have extensive internal corrosion and are in need of repair. Recent piping failures due to corrosion has prompted inspection of ML steel piping using nondestructive internal visual and video inspection (CCTV). The inspection will allow staff to determine the extents and plan for necessary large diameter ML steel piping repairs within the secondary gallery. All of the above recommendations will require PLC (Programmable Logic Controls) design work to incorporate into the plants existing SCADA (Systems Control And Data Acquisition) system.

Construction of the improvements is expected to cost \$1.4 Million. CH2M has submitted a proposal for engineering design, bidding, construction administration and warranty inspections for

construction of the above WWTP facilities modifications. City Staff have reviewed CH2M's proposal and recommend CH2M to perform the engineering work in the amount of \$254,985.

Financial Considerations

Funding for this project will be WWTP Reserves.

Oversight/Project Responsibility

Alex Sveda, Associate Engineer

Attachments

Resolution

Agreement

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this ____ day of January, 2019, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City" and/or "Owner").
2. CH2M HILL Engineers, Inc., 200 East 7th Street, Suite 314, Loveland, Colorado 80537 ("Consultant").

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

RECITALS

A. The City is undertaking a project to install secondary treatment aeration basin isolation gates, replace return activated sludge (RAS) valves and piping, and provide piping inspection for large diameter mixed liquor steel piping, otherwise known as the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation Phase 1, Project No. 19-007.

B. The project requires professional services for the design, bidding, construction administration and a warranty inspection in relation to the project.

C. Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

Consultant shall perform the following services in connection with and respecting the project as provided in Exhibit "A", Page 1 of 12 through Page 12 of 12; Exhibit "B", Page 1 of 2 through Page 2 of 2; and Exhibit "C", Page 1 of 2 through Page 2 of 2, which are attached hereto and made a part of this Contract.

2. TIME OF PERFORMANCE:

The services of Consultant shall be undertaken and completed on or before the 20th day of February, 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Two Hundred Fifty Four Thousand Nine Hundred Eight Five and 00/00 Dollars (\$254,985.00).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

CONSULTANT
CH2M HILL Engineers, Inc.

By: BR Schutt

Printed Name: BRAD SCHUTT

Title: WATER ENGINEER

By: Albert Paquet

Printed Name: Albert Paquet

Title: Vice President

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

Neither Party shall assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the other party: provided, however, that claims for money due or to become due Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access, during Consultant's normal business hours of 9 am to 5 pm, to any books, documents, papers, and records of Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, model output data, photographs, films, duplicating plates, and reports prepared by Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models output data, photographs, films, duplicating plates, or other reports retained by Consultant be released to any person, agency, corporation, or organization without the written consent of the City. Consultant is not liable to the City for any claims, damages, losses, and costs, including, but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these project documents.

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits 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 of Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

3. Professional Liability (Errors and Omissions) Insurance appropriate to Consultant's profession, with limits in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) per claim and the sum of Five Hundred Thousand Dollars (\$500,000) general aggregate.

C. Other Insurance Provisions

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

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, and agents 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 Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract with exception of Professional Liability Insurance, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially adverse change, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

With exception of Professional Liability Insurance, Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

obligation to provide them. In the event of a claim, the City reserves the right to request copies of all required insurance policies, including endorsements required herein.

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

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

15. STANDARD OF CARE

The Standard of Care applicable to the Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. Consultant will reperform any services not meeting this standard without additional compensation.

16. FORCE MAJEURE

In the event Consultant is delayed in performance of services by Acts of God, strikes, lockouts, accidents, or other events beyond the control of Consultant, then Consultant's compensation and the schedule for this Contract shall be equitably adjusted. In the event delays to the services are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

Exhibit “A”

Scope of Work for Design and Bid Phase Services for Secondary Treatment System Rehabilitation

at the

City of Casper’s Sam H. Hobbs Wastewater Treatment Plant

PROJECT DESCRIPTION

The City of Casper (City) hired CH2M HILL Engineers, Inc (Consultant) to complete a Preliminary Facilities Plan (Plan) for the secondary treatment system of the City’s Sam H. Hobbs Wastewater Treatment Plant (WWTP). As a component of the Plan, a visual condition assessment of the secondary treatment facilities was conducted. The Consultant and the City worked together to produce a prioritized list of recommended improvements based on the assessment findings.

This scope of work details the services to be rendered by Consultant for the design, bidding, and construction phase services for the Secondary Treatment System Rehabilitation project (project). The project will consist of a portion of the work identified in the previous study, including the following improvements and an inspection:

- Aeration Basin Isolation Gate Installation.
- Return Activated Sludge (RAS) Valve and Piping Replacement within the RAS Pump Room and outside of the room within the Secondary Gallery if desired.
- Large Diameter Mixed Liquor Steel Pipe Inspection.

It is understood that the City will designate Mr. Alex Sveda, Associate Engineer, as the primary point of contact with respect to the work performed under this agreement, with authority to transmit instructions, receive information, interpret and make decisions relative

to elements pertinent to the work covered by this Agreement, all subject to review and approval of the Public Services Director or City Manager, as necessary

Civil Engineering Professionals, Inc. (Subconsultant) will be a subconsultant to Consultant to provide construction management services for the project.

BASIS OF DESIGN SCOPE AND FEE DEVELOPMENT

The following key assumptions were made in the compilation of this scope of work and the estimated level of effort:

1. City review will be conducted after design documents have been completed to a 90 percent stage.
2. Project deliverables will be provided electronically in Portable Document Format (PDF). Distribution of electronic Bidding Documents may be achieved with a Consultant-provided File Transfer Protocol (FTP) site. Up to five hard copies of drawings and specifications will be provided for City use during design and bidding.
3. The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed. Any changes in these codes may necessitate a change in scope.
4. The design documents will be prepared for a single construction contract assuming an open bid.
5. Consultant master specifications will be used as the basis for all specifications, except for Division 0 and Division 1 documents which will be City standard documents.
6. Only a single vendor will be named for each manufactured component or piece of equipment with provisions for an "equal" to be proposed by the contractor and subject to approval by the Consultant.
7. No equipment pre-purchase or pre-negotiation will be required.
8. The drawings will follow Consultant CAD/CAE standards. MicroStation will be used to develop the drawings along with PDF base drawings from prior projects.
9. No underground work or investigations are anticipated for the project.
10. Any investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination will be conducted as a separate contract.
11. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty that City's actual Project

costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.

12. Design drawings may utilize prior plant as-built drawings as reference drawings or as backgrounds with new work shown on top of the previous construction.
13. No surveying will be required by Consultant to produce the construction documents.
14. The Contractor's construction period will last approximately 8 months, and Contractor's and Consultant's work will be completed by February 29, 2020.
15. The project will be constructed under one general contract for construction.
16. Labor and expenses, above the effort defined in this scope, required to address construction claims, unforeseen subsurface considerations or additional construction requested by the Contractor or City will constitute additional services.
17. Claims resolution or litigation assistance requested of Consultant, above and beyond those services specifically defined in this scope, will constitute additional services.
18. The City will give prompt notice to Consultant whenever City observes or becomes aware of any development that affects the scope or timing of Consultant's services, or of any defect in the work of Consultant or the Contractor.
19. The City will examine information submitted by Consultant and render in writing or otherwise provide decisions in a timely manner.
20. The City will furnish required information and approvals in a timely manner.
21. The resident project representative (RPR) will keep a copy of Contractor deliverables for City records. Contractor deliverables include: shop drawings, samples, certificates, construction photos, record documents, releases from liens, claims, agreements, contractor design data, manufacturer's instructions, operation and maintenance data, schedules, special guarantees, permits, test and inspection reports, testing and startup data, and training data.
22. Consultant will manage the health, safety and environmental activities of its staff to achieve compliance with applicable health and safety laws and regulations. Consultant will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose Consultant staff, or City staff to unsafe conditions. Consultant is not responsible for health or safety precautions of construction workers. Consultant is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.
23. Recommendations by Consultant and Subconsultant to the City for periodic construction progress payments to the construction contractor(s) will be based on Consultant's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by Consultant to ascertain that the construction Contractor has completed the work in exact accordance with the

construction documents; that the final work will be acceptable in all respects; that Consultant has made an examination to ascertain how or for what purpose the construction Contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the City free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the City and the construction Contractor that affect the amount that should be paid.

The following assumptions are grouped by engineering discipline:

Process/ Mechanical

1. Design concerning "plant-wide" utility systems such as basin drainage, water, and in-plant waste collection/disposal is not included.
2. No corrosion control provisions will be required other than materials selection and coatings.
3. The existing RAS Pumps will be utilized as part of the new piping design.

Electrical and Instrumentation & Controls Systems

1. Adequate space is available in existing motor control centers for new equipment.
2. New equipment will be connected to the existing instrumentation and control system. Control system additions will be consistent with existing practices.
3. Consultant will not develop process control system software for either the programmable logic controller (PLC) or the human machine interface.
4. Individual conduit runs will not be shown. Construction drawings will use schematic routing with conduit and cable call-outs.

Scope of Work

The following is a description of the Consultant's scope of work for the project.

Task 1: Design Meetings

Design meetings are described in this task.

Subtask 1.1: Design Kickoff Workshop

Consultant will conduct a half-day interactive workshop with the City's personnel to review the basic assumptions regarding scope, schedule, regulatory approvals, and critical success factors for the project and to discuss City preferences on construction materials. Review of detailed scope is expected to be conducted in the Secondary Gallery as part of the meeting. The Consultant's Project Manager, Senior Mechanical Engineer, and Corrosion Engineer will attend the workshop at the WWTP. Consultant staff will be on site at the WWTP the day prior to the meeting to conduct the large diameter mixed liquor pipe investigation (see

Task 2.7) and document asbuilt conditions of the RAS piping and gate installation area. A final meeting summary from the workshop will be assembled and submitted to the City.

Subtask 1.2: 90 Percent Design Workshop

Consultant will conduct a half-day interactive workshop as a final review of the work products with the City's personnel and other key project staff. The City will prepare one set of collated comments and submit them to Consultant. The workshop will be held at the City's WWTP. Review of detailed scope is expected to be conducted in the Secondary Gallery as part of the meeting. Consultant staff will be on site at the WWTP the day prior to the meeting to review design details versus field conditions of the RAS piping and gate installation areas. The final workshop summary, documenting the key decisions and responses to the City's comments, will be submitted to the City for acceptance.

Subtask 1.3: Design Team Meetings

Consultant staff will meet to review progress on the project at various times during the course of the design.

Task 2: Design Phase

The purpose of this task is to develop the final contract drawings, specifications, and schedules for competitive bidding. Key activities during this phase are described below.

Subtask 2.1: Process/Mechanical 90 Percent Design

Design for process and mechanical will include the following:

- Identify construction sequencing constraints. Coordinate with the City on operational adjustments during construction.
- Select piping materials.
- Develop equipment/instrument tag numbering, naming, and abbreviation conventions.
- Develop overall control philosophy including local control approach, control system, level of automation, supervisory control.
- Prepare first draft of technical specifications.
- Prepare construction drawings.
- Complete final checking and coordination review.

Subtask 2.2: Electrical 90 Percent Design

Design work for electrical will include the following.

- Prepare initial overall one-line diagram for proposed facilities.
- Prepare first draft of technical specifications.
- Prepare construction drawings.

- Incorporate new RAS flowmeters and new miscellaneous instrumentation into the existing SCADA system and HMIs. Some existing instruments may be reused.
- Incorporate new aeration basin isolation gates into plant SCADA with position indication and remote operation if desired.

Subtask 2.3: Design Management

- Conduct constructability review.
- Conduct operability review.
- Finalize specification front-end documents (using primarily City standard documents), including General Conditions, General Requirements, bidding documents, bond forms, and Instruction to Bidders. Final City input is required at this point to determine construction contract requirements and insurance requirements.
- Coordinate with City on advertising and bidding process for City to incorporate into front end documents.
- Conduct opinion of probable construction cost for the 90 percent design documents.

Subtask 2.4: 100 Percent Design and Incorporation of Final Review Comments

Consultant will develop the 100 percent contract documents to reflect the agreed upon 90 percent review comments from the City, applicable regulatory agencies, and Consultant's quality control review team. The 100 percent design documents will then be submitted to the City.

Subtask 2.5: Permitting

Consultant will assist City with the preparation and submittal of a Permit to Construct package for the Wyoming Department of Environmental Quality (WDEQ). The City will submit the package to WDEQ. The construction contractor will apply for and obtain any required building permits for the project.

Subtask 2.6: Quality Assurance/Quality Control (QA/QC)

Consultant will conduct QA/QC on the 90 percent and 100 percent design documents using senior staff.

Subtask 2.7: Large Diameter Mixed Liquor Pipe Investigation

Separate from the design drawing effort, Consultant will provide investigative services to estimate steel pipe wall thickness remaining for 36" and larger welded steel piping in the Secondary Gallery and Aeration Pipe Gallery, with the following approximate total lengths of piping:

- Approximately 100 feet of 36" mixed liquor (ML)
- Approximately 100 feet of 48" ML
- Approximately 100 feet of 60" ML

The existing 36" ML pipe in the Secondary Gallery that extends from the ML Splitter Box to the existing Blower Room will not be analyzed since it has already been determined to require replacement in total.

An ultrasonic thickness (UT) gauge will be used to make spot checks around and along the pipe to be investigated. One 8-hour day is assumed for data collection by Consultant's corrosion engineer.

Deliverables for Task 2:

- The results of the UT gauge field investigations will be summarized in a technical memorandum identifying locations and extents of internal piping corrosion and recommended remediation where needed.
- The design drawings and specifications will be delivered at the 90 percent and 100 percent stage. Lists of specific planned drawings and specifications are presented below in Exhibit B.
- The opinion of probable construction cost will be delivered based on the 90 percent drawings and specifications.
- A brief 2-page design report will be delivered to the City to support the WDEQ Permit to Construct application.

3.0 Bid Phase Services

Consultant will provide services to assist the City in selection of a single Contractor for the construction of the project. These services will consist of the following.

Subtask 3.1: Project Advertisement

The City will advertise the bid per City requirements. The City will use its standard electronic bid procedures to distribute bid documents and bid addenda.

Subtask 3.2: Response to Bidder Questions

The City shall be identified on the Contract Documents as the point of contact for bidder's questions during the bid period. The Consultant shall respond to Contractor questions as directed by the City. It is assumed that the bid period will be a maximum of four weeks.

Subtask 3.3: Pre-Bid Conference

Consultant will assist the City in arranging and conducting one pre-bid conference. Consultant will assist the City in developing the agenda and content of the pre-bid conference. Consultant will take notes and make provision for documenting the results of the pre-bid conference. Consultant will also record questions and requests for additional information, and shall coordinate with the City for issuing responses and additional information. Up to two Consultant staff members and up to one Subconsultant staff member shall attend the pre-bid meeting.

Subtask 3.4: Addenda

During the bid period, the Consultant shall assist the City with development of addenda and provide input to the City via email for the City to compile and post to plan holders. It is assumed that the bid period will be for a period of four weeks and that a maximum of two addenda will be prepared. Addenda shall be reviewed and approved by the City prior to finalization and issuance to the bidders.

Subtask 3.5: Bid Review and Award

The City will conduct the bid opening for the project. Following the bid opening, if requested by the City, the Consultant shall assist the City with the review and evaluation of the bid results for up to 8 hours. This review will consist of reviewing the bids for irregularities, contacting references, and review of Contractor's qualifications.

This scope of services does not include engineering services that may be required in the event of a bid protest, or that might become necessary if the bids are significantly above the City's project budget, potentially requiring value engineering by the Consultant and negotiations with the selected Contractor to reduce the project cost.

The City will make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.

The City will prepare the notice of award; assembly, delivery and execution of the contract for construction; and preparation of the notice to proceed. The City will sign the notice of award and the notice to proceed. Consultant will also provide reasonable assistance with negotiations with the selected bidder prior to execution of the contract for construction. The bidding documents will not be conformed to include changes issued by addenda during the bid period.

Task 4.0 Engineering Services During Construction (SDC)

Consultant will provide SDC as defined below. These SDC are intended to assist the City in administering the contract for construction, periodically monitor the performance of the construction Contractor with the contract documents, and assist the City in responding to events that occur during the construction. These SDC are based upon the understanding that the City will contract directly with the Contractor and will be actively involved in the construction process to make decisions, provide approvals, and perform other actions necessary for the completion of the construction. Consultant will perform submittal review, respond to requests for information, and perform limited construction observations. These SDC are also based upon the City executing a contract for construction with the Contractor that is consistent with the Consultant's Agreement and with these SDC. Consultant will not be responsible for the means, methods, techniques, sequences or procedures of the Contractor, nor will Consultant be responsible for the Contractor's failure to perform in accordance with the contract documents. Should Consultant discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, the Consultant will bring this to the attention of the City for further action.

Task 4.1 - Meetings

The Consultant's and Subconsultant's staff will participate in various construction meetings as described in the following subtasks. A designated staff member from the Subconsultant will be responsible for preparing an agenda and preparing and distributing notes of each meeting.

Task 4.1.1 - Pre-Construction Conference and Preliminary Schedules Review Meeting

The Consultant's Project Manager and Senior Mechanical Engineer and one member of the Subconsultant's staff will attend the Pre-Construction Conference.

Task 4.1.2 - Progress Meetings

A designated staff member from the Subconsultant will attend selected progress meetings at the City's request. A total of 30 Subconsultant hours have been assumed for progress meetings. Consultant staff will attend construction meetings via phone for up to 10 hours.

Task 4.2 - Submittal and Contractor Pay Request Review

The Consultant and Subconsultant will process and review shop drawings, samples and other submittals including contractor pay requests from the Contractor. A total of six Contractor pay requests are assumed. The Consultant's and Subconsultant's review of shop drawings, samples, and submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

Consultant and Subconsultant will review and respond to the Contractor's requests for substitution of materials and equipment. Consultant and Subconsultant will advise the City as to the acceptability of such substitutions.

For the purposes of estimating the level of effort for this task, Consultant has assumed 25 percent resubmittals and 46 total hours of review time.

Task 4.3 - Requests for Information (RFIs) and Change Orders

The Consultant's and Subconsultant's staff will respond to RFIs and process change order requests.

The Consultant will also interpret plans and specifications in response to requests from the Contractor to deviate from designs or specifications.

The Subconsultant will maintain an RFI tracking system to document issues, dispositions, and response times.

For the purposes of estimating the level of engineering effort a budget of 64 Consultant hours was established for this task.

Task 4.4 – Construction Observations

The Consultant's and Subconsultant's staff will provide various construction observations as described in the following subtasks.

Task 4.4.1-Design Team Site Visits

Three site visits have been budgeted for the Consultant's design staff. Should Consultant discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, the Consultant will bring this to the attention of the Contractor and the City.

Task 4.4.2 – Resident Project Representative (RPR)

Subconsultant shall provide staff to serve as the project's RPR. The RPR shall be on site on a part-time basis during the period of actual construction. A total of 208 hours have been assumed for the RPR. The Subconsultant shall perform the following services as the RPR:

- Provide for a detailed review of the contractor's schedule to establish a logical, defined critical path method (CPM) schedule with an overall baseline for progress measurement.
- Coordinate and manage one preconstruction meeting.
- Attend progress meetings on site with City staff, Contractor, and their subcontractors as previously noted.
- Coordinate responses to RFIs and assist the City in overall administration of the construction contract.
- Perform periodic site inspections to observe the quality of construction progress and conformity to the plans and specifications. Provide specific documentation for critical inspection points during the contract in construction logs. These construction logs will document the Contractor's work, labor force, equipment, weather conditions, and other pertinent information.
- Maintain a photographic log of the project. This work is expected to include brief descriptions of each photograph with a filename, time and date reference.
- Maintain project records including contracts, schedules, progress meeting minutes, inspection logs, correspondence, routine photographs, submittals, commissioning records and post construction close-out paperwork (punch lists, lien waivers, and final acceptance).
- Conduct a final punch list walk through and final inspection of the completed items.

Deliverables:

- Project meeting agendas and minutes.
- Communications with Contractor and City.
- Field inspection reports and photos.
- Project close out documentation.

Task 4.4.3 – Final Inspection

One member of the Consultant's staff and Subconsultant's staff will participate in a final inspection with the City and Contractor to review the work and document items for correction that will be noted on the punch list.

Task 4.5 – Record Drawings

At the completion of construction work, Consultant and Subconsultant will review and comment on record drawing information supplied by the Contractor, and will incorporate information on the drawings. It is assumed that the Contractor will provide a consolidated set of as-builts including changes, and clarifications issued during construction. Consultant will prepare electronic record drawings (PDF and AutoCAD format only, no hard copies required) for the City. Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

Task 4.6 Warranty Service

Warranty service will be provided to assist with Contractor warranty work requests. A total of 16 hours has been included for this task.

Task 5 – Project Management

The Consultant will provide the following project management and administration subtasks to support the engineering services.

Task 5.1– Project Execution Plan and Setup

The Consultant will prepare a brief Project Execution Plan (PXP) to serve as a guide for the project team. The PXP will outline procedures, summarize project goals and scope, present the project work plan (which will include tasks, staff assignments, level of effort, costs, and schedule), and include other information that is pertinent to the successful execution of the project. The PXP will serve as a guide to the Consultant's project team during the course of the project.

Task 5.2 - Project Management

Consultant's Project Manager (PM) shall prepare, implement, monitor, and update the PXP throughout the project. Consultant's PM will prepare and submit to the City's PM, on a monthly basis, a brief cost and status report.

Task 5.3 – Health and Safety

The Consultant will develop a Health and Safety Plan for the project that will be followed by Consultant staff and Subconsultant.

Additional Services (not included herein)

The City may elect to request the following services from Consultant during the course of the project. The scope, schedule and fee for each additional service is not included in this scope of work but could be added via an amendment as negotiated and approved by the City prior to Consultant beginning the associated work.

- Pre-negotiation of prices for selected equipment.
- Significant modifications to existing I&C equipment or systems.
- Corrosion control systems other than materials selection and coating.

Project Schedule

The design work on this project will last three months from authorization to proceed and be completed by April of 2019. Bid Phase Services will not exceed two months and will be completed by June of 2019. Construction services will last eight months and be completed by February of 2020.

Compensation

Compensation to Consultant will be on the basis of Time and Expense in accordance with the compensation schedule, Exhibit C. Refer to Exhibit C which includes the total not to exceed compensation for the Scope of Work. The estimated cost for and assumed level of effort is provided for each task. The Consultant will make reasonable efforts to complete the work within this budget and will keep the City informed of progress toward that end so that the budget or work effort can be adjusted if found necessary and agreed to by the City. Consultant will manage the budget based on the total contract limit and will not exceed that budget without written approval from the client. Individual task budgets may be exceeded during delivery of the project, however these changes will be managed and communicated to the client. Expenses will be billed at actual cost and will include travel, printing, mailing, copying, supplies, and other similar costs incurred in performance of the work. Invoices from Subconsultant CEPI will be marked up five percent.

Exhibit B – Design Drawing and Specification Lists

Design Drawing List

G-01	COVER, TITLE AND LOCATION SHEET
G-02	DRAWING INDEX
G-03	MECHANICAL LEGEND
G-03	ELECTRICAL LEGEND SHEET 1 OF 2
G-04	ELECTRICAL LEGEND SHEET 2 OF 2
C-01	PARTIAL SITE PLAN
M-01	AERATION BASINS PLAN, SECTIONS AND DETAILS
M-02	AERATION PIPE GALLERY PLAN
M-03	RAS PUMP STATION DEMO PLAN
M-04	RAS PUMP STATION PLAN AND SECTIONS
M-05	RAS PUMP STATION SECTIONS
E-01	ELECTRICAL - ONE LINE DIAGRAM - SECONDARY MCC
E-02	ELECTRICAL PLAN - AERATION BASINS
E-19	ELECTRICAL - CONTROL DIAGRAMS

Specification List

SECTION I	BID DOCUMENTS
SECTION II	CONTRACT DOCUMENTS AND PROJECT FORMS
01 11 00	SUMMARY OF WORK
01 29 00	MEASUREMENT AND PAYMENT PROCEDURES
01 31 13	PROJECT COORDINATION
01 32 00	PROJECT SCHEDULES
01 33 00	SUBMITTALS
01 42 13	ABBREVIATIONS AND ACRONYMS
01 43 33	MANUFACTURERS FIELD SERVICES
01 45 19	REFERENCE STANDARDS
01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 61 00	COMMON PRODUCT REQUIREMENTS
01 77 00	CLOSEOUT PROCEDURES
01 78 23	OPERATION AND MAINTENANCE DATA
01 88 15	ANCHORAGE AND BRACING
01 91 14	EQUIPMENT TESTING AND FACILITY STARTUP
02 41 00	DEMOLITION
09 99 00	PAINTING AND COATINGS
26 05 02	BASIC ELECTRICAL REQUIREMENTS
26 05 04	BASIC ELECTRICAL MATERIALS AND METHODS
26 05 05	CONDUCTORS
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 33	RACEWAY AND BOXES

35 20 16.25	FABRICATED SLIDE GATES
40 05 15	PIPING SUPPORT SYSTEMS
40 27 00	PROCESS PIPING - GENERAL
	GLASS AND CEMENT-EPOXY-LINED DUCTILE IRON PIPE AND
40 27 00.01	FITTINGS
40 27 01	PROCESS PIPING - SPECIALTIES
40 27 02	PROCESS VALVES AND OPERATORS
40 80 01	PROCESS PIPING LEAKAGE TESTING

Exhibit "C "– Fee Schedule

Exhibit C: Detailed Fee Proposal - City of Casper WWTP Secondary Treatment Rehabilitation Project

Task Description	Kyle Snider, Project Manager	Steve Polson, Senior Mechanical Engineer	Jim Landman, Lead Electrical Engineer	Patrick Murphy, Mechanical Engineer	Skyler Flaska, CAD Designer	Kessia Diaz, CAD	Craig Vanhorn, Corrosion Engineer	Ed Meyer, Cost Estimator	Mike Petersen, Health & Safety	Al Paquet, QA/QC	Les Tuell, Contracts	Holly Williamson, Specifications	Sandy Orren, Office/Administration	Labor Hours	CH2M HILL Labor	CEPI Labor and Expense	CH2M Expenses ²	Total
2019 Rate ¹	\$234.59	\$225.01	\$233.40	\$127.56	\$92.11	\$102.46	\$163.90	\$249.33	\$180.37	\$247.55	\$100.88	\$76.88	\$114.67					
Task 1 - Design Meetings	38	38	2	0	0	0	0	0	0	0	0	0	0	78	\$17,932	\$1,680	\$1,484	\$21,096
01.01 Kickoff Workshop	16	16												32		\$560	\$728	
01.02 90% Design Workshop	16	16												32		\$1,120	\$756	
01.03 Team Meetings	6	6	2											14			\$0	
Task 2 - Design Phase	52	92	36	123	40	134	40	20	0	24	0	66	8	635	\$97,881	\$0	\$400	\$98,281
02.01 90% Mechanical Design		52		72		110								234				
02.01a 90% Mechanical Specs	10	24		27								46		107				
02.02 90% Electrical Design			22		32									54				
02.02a 90% Electrical Specs			8											8				
02.03 90% Design Management	16							20					8	44				
02.04 100% Design	6	16	6	24	8	24						20		104				
02.05 Permitting: WDEQ Construction Permit	4													4			\$100	
02.06 QA/QC	8									12				20				
02.07 Large Diameter ML Pipe Investigation	8						40			12				60			\$300	
Task 3 - Bid Phase Services	16	36	4	0	0	4	0	0	0	0	0	0	0	60	\$13,197	\$560	\$628	\$14,385
03.01 Advertisement	8	2												10				
03.02 Response to Bidder Questions	2	8	2											12				
03.03 Pre-bid Conference	2	12												14		\$560	\$628	
03.04 Addenda	2	8	2			4								16			\$0	
03.05 Bid Review and Award	2	6												8			\$0	
Task 4 - Services During Construction	48	171	10	24	12	16	0	0	0	0	0	0	0	281	\$57,877	\$37,330	\$2,551	\$97,758
Task 4.1 - Meetings														0				
04.01.01 Pre-Construction Conference	12	12												24		\$1,120	\$340	
04.02.01 Progress Meetings	2	8												10		\$2,800	\$140	
Task 4.2 - Submittal Review	8	34	4											46		\$2,800	\$140	
Task 4.3 - RFIs and Change Orders														0				
04.03.01 Requests for Information	4	16	2	16		4								42		\$560	\$28	
04.03.02 Change Orders	4	8	2	8										22		\$450	\$23	
Task 4.4 - Construction Observations														0				
04.04.01 Design Team Site Visits	12	64												76				
04.04.02 Resident Project Representative														0		\$28,000	\$1,400	
04.04.03 Final Inspection		16												16		\$280	\$414	
04.04.04 Warranty Service	4	5												9		\$1,040	\$52	
Task 4.5 - Record Drawings	2	8	2		12	12								36		\$280	\$14	
Task 5 - Project Management	83	2	0	0	0	0	0	0	5	0	8	0	16	114	\$23,465	\$0	\$0	\$23,465
05.01 Project Execution Plan and Setup	16													16				
05.02 Project Management	65										8		16	89				
05.03 Health and Safety	2	2							5					9				
Project Total	237	339	52	147	52	154	40	20	5	24	8	66	24	1,168	210,352	39,570	5,063	254,985

¹ Hourly rates are valid through December 31, 2019 and are subject to adjustment at an assumed 3% escalation on January 1, 2020.

² Expenses include 5% markup on CEPI invoices to CH2M.

RESOLUTION NO.19-19

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CH2M HILL ENGINEERS, INC. (CH2M) FOR ENGINEERING SERVICES FOR THE SAM H. HOBBS WWTP SECONDARY TREATMENT REHABILITATION, PROJECT NO. 19-007.

WHEREAS, the City of Casper desires to secure an engineering firm to provide for design, engineering, bidding, construction administration and warranty inspection in relation to the Sam H. Hobbs WWTP Secondary Treatment Rehabilitation, Project No. 19-007; and,

WHEREAS, CH2M is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with CH2M, in the amount of Two Hundred Fifty-Four Thousand Nine Hundred Eighty-Five and 00/100 Dollars (\$254,985.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Two Hundred Fifty-Four Thousand Nine Hundred Eighty-Five and 00/100 Dollars (\$254,985.00).

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

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

January 21, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing Change Order No. 1 with ITC Electrical Technologies, for a Time Extension and a Price Reduction of \$30,675, and Amendment No. 1 to the Contract for Professional Services with ARCADIS U.S., Inc., in the Amount of \$21,000.00, for the Sam H. Hobbs Wastewater Treatment Facility Emergency Generator Project.

Meeting Type & Date
Regular Council Meeting
February 5, 2019

Action type
Resolution

Recommendation

That Council, by resolution, authorize Change Order No. 1 with ITC Electrical Technologies (ITC), for a time extension of four hundred forty-five (445) days for Substantial Completion, four hundred thirty (430) days for Final Completion, and a price deduction of \$30,675, and Amendment No. 1 to the Contract for Professional Services with ARCADIS U.S., Inc. (ARCADIS), in the amount of \$21,000.00, for the Sam H. Hobbs Wastewater Treatment Facility Emergency Generator Project, Project No. 11-74

Summary

ARCADIS and ITC are currently under contract for the Sam H. Hobbs Wastewater Treatment Facility Emergency Generator Project. The project consists of furnishing and installing an emergency generator for the Sam H. Hobbs Wastewater Treatment Facility. ARCADIS is under contract for the design and construction administration of the project, while ITC is under contract for the construction of the emergency generator.

Change Order No. 1 with ITC, which was reviewed and recommended by ARCADIS, consists of a request for a time extension and a price deduction. The request for a time extension of four hundred forty-five (445) days for Substantial completion and four hundred thirty (430) days for Final Completion is due to the manufacturer being unable to comply with many of the specification requirements. Compliance was eventually achieved, with two exceptions, after numerous exchanges over a several month period. This time extension will move the Substantial Completion date to July 9, 2019, and the Final Completion date to September 2, 2019.

Change Order No. 1 also includes a price deduction of \$30,675.00 for the manufacturer's inability to satisfy the specifications requirements for two coating items and to offset additional

costs that the City will incur for granting a time extension. The manufacturer could not comply with the coating and warranty specification for the exterior of the building and the floor coating system specification. A price deduction of \$9,675.00 was recommended for this non-compliance.

Additionally, due to the time extension request, additional engineering costs will be incurred by the City. In order to complete the construction administration services beyond the original Final Completion date of June 29, 2018, ARCADIS provided a proposal in the amount of \$21,000.00, for a new total contract amount of \$229,000.00. A price deduction of \$21,000.00 from ITC will offset this cost, and the total Contract Price for ITC will decrease to \$2,037,025.00.

City staff has reviewed requests from ITC and ARCADIS, and recommends authorizing Change Order No. 1 and Contract Amendment No. 1.

Financial Considerations

Funding for this project is from the Clean Water State Revolving Fund (CWSRF) loan for the Sam H. Hobbs Wastewater Treatment Plant Emergency Power Project.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution for Change Order No. 1 for ITC

Change Order No. 1 for ITC

Resolution for Amendment No. 1 to the Contract for Professional Services for ARCADIS

Amendment No. 1 to the Contract for Professional Services for ARCADIS

**CONTRACTOR'S
CHANGE ORDER FORM**

Project: City of Casper Sam H. Hobbs Wastewater Treatment Facility Emergency Generator

Change Order #1

DATE OF ISSUANCE: January 14, 2018

CONTRACTOR: ITC Electrical Technologies

EFFECTIVE DATE: Upon Execution by Last Party

ENGINEER: ARCADIS, Inc.

OWNER'S CONTRACT NO: 11-74

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 2,067,700.00	Original Contract Calendar Days: Substantial Completion: 04/20/18 Final Completion: 06/29/18
Net Changes from previous Change Orders No. \$ 0	Net change from previous Change Orders Subst. Comp. 04/20/18 Final Comp. 06/29/18
Contract Price prior to this change Order \$ 2,067,700.00	Calendar days prior to this Change Order Subst. Completion 299 days Final Completion 369 days
Net decrease of this Change Order (\$ 30,675.00)	Net increase of this Change Order #1 Substantial Completion 445 days Final Completion 430 days
Contract Price with all approved Change Orders \$2,037,025.00	Contract calendar days with all approved Change Orders Substantial Completion: 07/09/19 (744 days) Final Completion: 09/02/19 (799 days)

CHANGES ORDERED:

I. **GENERAL:** This change order is necessary to cover changes in the work to be performed under this contract. The General Conditions, Supplementary Conditions, Specifications, and all part of the Project Manual listed in Article 1, Definitions of the General Conditions, apply to and govern all work under this change order.

II. **REQUIRED CHANGES:**

A reduction in price to reflect a change in scope related to E-Building coating requirements (\$9,675) and a time extension as requested by the Contractor. It is noted and accepted by all parties that the time extension noted herein is granted in consideration and acceptance of a \$21,000 reduction in the contract value to offset additional costs to the Owner resulting directly from the project completion later than the original schedule. It is acknowledged that Liquidated Damages will not be assessed provided the revised completion dates are achieved. See attached documentation.

III. **JUSTIFICATION:**
See attachments..

IV. **PAYMENT:**

The total contract amount is reduced by \$30,675.

V. **APPROVAL AND CHANGE AUTHORIZATION:**

Acknowledgements:

The aforementioned change and work affected thereby is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order requested by: Owner/Contractor/Engineer

Change(s) ordered by:

RECOMMENDED BY:

Reese and Associates, Inc on behalf of
ARCADIS, Inc.

(Engineer)

By:



Authorized Signature

1/18/19


(Date)

ACCEPTED BY:

ITC Electrical Technologies

(Contractor)

By:



Authorized Signature

1/14/2019

(Date)

APPROVED BY:

City of Casper

(Owner)

By:

(Authorized Signature)

(Date)



Reese and Associates, P.A.
Consulting Engineers

January 18, 2019

City of Casper
200 N. David
Casper, WY 82601

Attn: Terry Cottenoir, Project Manager
Re: Sam H. Hobbs WWTF – Emergency Generator
Change Order No. 1

Dear Mr. Cottenoir,

Enclosed, please find the referenced change order, executed by the Engineer and Contractor. As discussed, the change order includes the time extension requested by the Contractor and an agreement to reduce the contract amount to fully compensate the Owner for additional costs incurred in exchange for not assessing liquidated damages (provided the project is completed within the adjusted schedule). The change order also includes a cost adjustment to reflect two scope modifications. The scope modifications are further explained in our letter dated November 23, 2018, attached to the change order.

We recommend approval. If acceptable please execute and return a signed copy to us. Should you have questions or require anything further on this matter, please call.

Very truly yours,

William D. Reese, P.E.

Encls.

Cc: J.H. Ham



To whom it may concern,

This letter is to serve as a request for a contract time extension persistent to Article 12 (12.04) in the Standard and General Conditions of the Construction Contract document. In addition, this letter will describe the delays encountered during the submittal process that prompted this contract time extension request.

ITC was presented the Notice to Proceed from the City of Casper for the Sam H. Hobbs WWTF Emergency Generator Project on June 16, 2017 and commencing on June 25, 2017. Per our original contract the project was to be substantially completed on, or before April 20, 2018 and ready for final payment on, or before June 29, 2018.

The submittal process started with a request from ITC to our vendors and subcontractors around June 26, 2017 which included 71 Construction and Power Systems West (formerly EC Power Systems). A submittal schedule was submitted to Mr. William Reese on June 20, 2017, in accordance with the contract documents, showing estimated submittal dates of various items. Estimated submittal dates ranged between July 17th through Aug. 14th at this time. All civil and misc. electrical submittals were mailed to Mr. William Reese on or before July 20, 2017 for his review. Due to the large volume required and exceptions taken to the specifications, from the E-house and generator manufacturers, more time was required to produce the E-house and generator submittals.

Throughout the early stages of the E-house and generator submittal process several questions were raised from the manufacturers on spec compliance. After a discussion with Mr. Bill Reese on July 7, 2017 it was agreed upon that the best course of action would be to have the E-house and generator manufacturers perform a compliance review on the specifications, indicating what they could and could not comply with. We both agreed that this would save a lot of back and forth when it came to submitting hard copy submittals. On August 10, 2017 I forwarded Power Systems West compliance reviews for both the E-house and generator enclosures. After several emails back and forth over the next couple of months between the Engineers and equipment manufacturers, it was advised to have the hard copy submittals sent in to keep the process moving along. The first generator submittal was sent on November 03, 2017 and returned on December 16, 2017 marked as a revise and resubmit.



Around this time I had indicated to Mr. Bill Reese that I would need to request a contract extension due to the submittal process taking longer than anticipated, therefore the lead times of the E-house and generator would put us past the substantial completion dates. I had asked the equipment manufacturers for lead times, even though the submittals weren't fully approved, so I could request an extension to the contract. A few days later I received an email from Power Systems West indicating that due to the higher production demand caused by hurricane Maria in Puerto Rico; our generator production could possibly be delayed. At this time the best estimate they could give me would be a lead time of 18-20 weeks on approved submittals at best. I then developed a schedule based off the lead time and a best guess of when I assumed the submittals would be approved which put our substantial completion around July 2, 2018. It was then decided not to submit this to the City for approval, instead to lean on the manufacturers to comply with the specification and provide supporting documentation.

After much back and forth via email on compliance of the coating systems for the E-house, the first submittal was sent on December 27, 2017 and returned January 27, 2018, marked as a revise and resubmit. Follow up re-submittal for the generator was sent on February 15, 2018 and returned on June 3, 2018 as an approved as noted. Again after many back and forth emails between the Engineers and E-house manufacturer a follow up re-submittal for the E-house was sent on June 15, 2018 and returned on July 22, 2018 as an approved as noted. The issue with specification compliance in regards to the coatings still had yet to be resolved to this point on the E-house.

In the following months, after approved as noted submittals, were several more emails exchanged between the Engineers and E-house manufacturer in regards to the Kynar 500 coating and galvanizing of the flooring system. The E-house manufacturer provided a letter from the manufacturer (PPG) of the Kynar 500 coatings stating that they do not recommend nor give warranty to their aluminum extrusion formulated coatings to be applied over steel substrates. Mr. Bill Reese indicated that he has had several projects where applicators have warranted this paint process over steel substrates. After discussion with the City of Casper and Engineers, it was concluded that if the E-house manufacturers paint applicators feel that they cannot apply and warranty this Kynar 500 coating over steel substrate then a deductive change order will be made for the cost of a local contractor to re-coat, if necessary, to comply with the warranty stated in the specifications. Another deductive change order will be applied to the cost of the E-house manufacturer not



being able to galvanize the floor plating due to the size and weight of each of these pieces.

With the City, Engineers, and ITC agreeing to move on due to the lack of resolution from these couple of items, and instead provide a deductive change order, this now allows me to receive ship dates from the manufacturer and provide an updated schedule and revised substantial completion dates.

It seemed to ITC and the Engineers that having a submittal compliance review before the official hard copy submittals were sent would have saved time in the overall submittal process of the E-house and Generator; in hindsight that wasn't the case. This process, even though it seemed like the most time-saving way to go, ended up costing us time that may have been better spent negotiating the two items that wouldn't make spec.

I have included a revised schedule requesting a substantial completion date of July 9, 2019 with final completion on September 2, 2019. These two requested dates amount to a 445 day extension from the original substantial completion date and a 430 day extension from the original final completion date. This construction will occur in two phases, with the first phase having already started on November 19, 2018; 306 days from our original start date of January 17, 2018. The first phase will be completed, and contractor demobilization, by January 31, 2019. ITC and subcontractors will then re-mobilize on May 6, 2019, a week before the E-house and generator arrive onsite, to begin phase two of the project. As previously stated, this phase will be completed by July 9, 2019.

I regret that it has taken this long with the submittal process and in hindsight wish the Engineers and ITC would have sat down and come up with solutions before it got to this point. Being a local Electrical Contractor, we are committed to this community and project and please rest assured this project will be completed on or before our substantial completion date of July, 9th. If you have any questions please feel free to contact me at the number below.

Thank you

Jerrold Pesek
ITC Electrical Technologies
307-858-0048
jpesek@itcet.com



Reese and Associates, P.A.
Consulting Engineers

November 23, 2018

Jerrold Pesek, Project Manager
ITC Electrical Technologies, Inc.
4630 East Magnolia
Casper, WY 82504

Re: Sam H. Hobbs WWTP – Emergency Generator

Dear Mr. Pesek,

As you are well aware, there have been numerous discussions on the E-Bidg coating systems but it appears that these two issues remain unresolved. They are summarized below.

1. In summary, the specification requires a baked-on PVDF resin based coating system with a 20-year (rust), 30 year (fading), 40 year (peeling) warranty. Kynar 500 is one product that meets this criteria. It has been represented that a warranty of this nature cannot be offered when applied over galvanized surfaces. Information readily available on-line appears to contradict this fact and there has been no explanation offered to explain or justify this fact. The specified warranty has a clear benefit to the Owner. See specification section 16041, 2.07 C for requirements.
2. The specification stipulates the recessed flooring barrier be galvanized. The manufacturer has represented that their standard flooring system is of superior functional design, though it does not include the galvanized barrier. The attached additional documentation adds clarity to their proposal. The specified system was so specified as a result of positive experience. To be honest, we cannot comment on the superiority of the proposed system since we have no experience upon which to base an opinion. See specification section 16041, 2.02 A for requirements.

Due to the time elapsed and the number and tenor of the exchanges, we believe it is reasonable to conclude that this manufacturer is not going to be able to comply with the specification requirements on these items. If you disagree, please advise. It is acknowledged that they believe they comply with the intent of the documents. With due respect, the intent of the specification is not under the purview of the manufacturer.

273 Scarborough Terrace, Wellington, Florida 33414

(561) 248-5965

Jerrold Pesek, Project Manager
Page Two

In order to move this matter off of dead-center we have inquired and the Owner has indicated a willingness to consider accepting the manufacturer's submitted standard product on both items for a financial consideration. We have secured a quotation (\$8675) to field apply a coating system since it is estimated the proposed coating system will fail at least once within the 20/30/40 year warranty period and the offered warranty is only two years. A copy is attached. We suggest the value of the specified floor system versus the proposed one be established at \$1000. Together this results in an impact of \$9,675.

We are prepared to recommend Owner acceptance of a deductive change order in the above amount. Please confirm acceptability from the Contractor's perspective and we will prepare suitable documentation for execution. To be clear, the Owner has indicated willingness to consider this approach but has not indicated acceptance. We prefer to have your concurrence of approach and amount before offering it to the Owner for formal acceptance.

Please advise of your position on this matter at your earliest convenience. We are convinced it is in the interest of all parties to find a solution and move on. Should you have questions or wish to discuss this further, please call.

Very truly yours,



William D. Reese, P.E.

Encls.

cc: T. Cottencoir
J.H. Ham



December 5, 2018

Mr. Reese,

I received your letter on Nov. 27, 2018 in regards to the proposed deductive change order for the two items the manufacturer of the E-house cannot comply with in the specifications. Although we regret that these two items could not be resolved by the manufacturer we feel that this is the best course of action to move the project forward.

I accept the quotation in the amount of \$8,675 for field applying a coating system within the 20/30/40 year warranty period. I also accept the quotation in the amount of \$1,000 due to the non-compliance with the floor coating system specification.

I appreciate the owner's willingness to consider this approach so the project can continue to move forward. If there is any additional information needed please feel free to contact me.

Thank you,

Jerrold Pesex
Project Manager
ITC Electrical Technologies



ARCADIS

Shaping the future
for natural and
built assets

Terry Cottenoir
Engineering Technician
City of Casper
200 North David St
Casper, WY 82601

Arcadis U.S., Inc.
630 Plaza Drive
Suite 200
Highlands Ranch
Colorado 80129
Tel 720 344 3500
Fax 720 344 3535
www.arcadis.com

Subject:

Emergency Power Project – Change Order Request
City of Casper Sam H. Hobbs Regional Wastewater Treatment Plant

Date:

January 9, 2019

Dear Mr. Cottenoir:

Contact:

Rhiannon Faber

Arcadis U.S., Inc. (Arcadis) respectfully requests a change order of \$21,000 to the contract "Emergency Power Project – Sam H. Hobbs Regional Wastewater Treatment Plant" dated September 21, 2012. The original contract was budgeted for \$208,000 and was estimated to be 10 months to substantial completion. The construction period began in May 2017, is currently 19 months long, and is not scheduled to reach Substantial Completion until July 9, 2019.

Phone:

303-471-3904

Email:

rhiannon.faber@arcadis.com

Based on the extended schedule, the construction services effort is larger than originally anticipated and the Contractor is now projecting final completion in September 2019. As of December 31, 2018, the remaining budget is approximately \$17,600 and is estimated to cover field inspections, submittal reviews, and ongoing communication through May 2019. The proposed change order of \$21,000 will cover communications through November 2019, the generator startup period (including one engineering site visit for two non-local staff), record drawings, punchlist, and closeout. Table 1 includes a detail breakout of the proposed budget, which will be billed as time and materials.

Our ref:

WF900191.0000

It should be noted that we believe the cause of the delay can be significantly attributed to a protracted submittals review process and difficulty causing the manufacturers to understand that they will be required to deliver the specified product. It should also be noted that all submittals have at this point now been approved. Our request for consideration of additional funds is based on the Contractor achieving the noted, revised contract dates.

Mr. Terry Cottenor
January 9, 2019

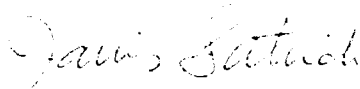
This team, including subcontractors J.H. Ham Engineering, Inc. and Edge Engineering Group, LLC, is committed to delivering the final product that the owner has coming. Please let me know if you have any questions.

Sincerely,

Arcadis U.S., Inc.



Rhiannon Faber
Project Manager



Janis Lutrick
Region Manager

Enclosures:

Table 1. Change Order for Construction Services

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

Table 1: Change Order for Construction Services

Personnel	Hourly Billing Rate	Unit	Ongoing Communication, Reviews, and Coordination	Startup Site Visit in Summer 2019	Record Drawings, Punchlist, and Closeout	Total Hours	Total Cost
I. Labor							
Senior Engineer/Project Manager	\$150.00	hr	3		2	5	\$750.00
Engineer	\$130.00	hr	32	64	8	104	\$13,520.00
Designer	\$95.00	hr			12	12	\$1,140.00
Field Inspector	\$72.00	hr		8	4	12	\$864.00
Sr Administrative Assistant	\$55.00	hr	2		2	4	\$220.00
Administrative Assistant	\$40.00	hr	2		2	4	\$160.00
Total Labor Costs:			\$4,800.00	\$8,896.00	\$2,956.00		\$16,654.00
II. Other Direct Expenses							
Airfare	\$1,150.00	trip		2		2	\$2,300.00
Car Rental and Gas	\$450.00	trip		1		1	\$450.00
Meals	\$50.00	day		10		10	\$500.00
Hotel	\$100.00	day		8		8	\$800.00
Mileage	\$0.54	mile		20	20	40	\$21.60
Miscellaneous Office Expenses	\$100.00	unit			2	2	\$200.00
Total Other DEs:			\$0.00	\$4,060.80	\$210.80		\$4,271.60
III. Summary							
Labor							\$16,654.00
Other DEs							\$4,271.60
Total Estimated Costs:							\$20,925.60
TOTAL ESTIMATED COST (ROUNDED UP TO NEAREST \$100)							\$21,000

Notes:

1. Personnel include Arcadis, J H Ham Engineering, and Edge Engineering.

1/9/2019

RESOLUTION NO.19-20

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH ITC ELECTRICAL TECHNOLOGIES FOR A TIME EXTENSION AND PRICE DEDUCTION FOR THE SAM H. HOBBS WASTEWATER TREATMENT FACILITY EMERGENCY GENERATOR PROJECT, PROJECT NO. 11-74

WHEREAS, the City of Casper entered into agreement with ITC Electrical Technologies (ITC) on May 16, 2017, to provide and install a new self-contained generator in an aluminum enclosure with fuel tank and self-contained electric building for the Sam H. Hobbs Wastewater Treatment Facility Emergency Generator Project, Project No. 11-74; and,

WHEREAS, the City of Casper desires to extend the contract time and accept a price deduction of Thirty Thousand Six Hundred Seventy-Five Dollars (\$30,675.00) for the Sam H. Hobbs Wastewater Treatment Facility Emergency Generator Project, Project No. 11-74; and,

WHEREAS, ITC is able and willing to provide those services, specified as Change Order No. 1 to the agreement for a time extension and price deduction for the Sam H. Hobbs Wastewater Treatment Facility Emergency Generator Project, Project No. 11-74, and further described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Change Order No. 1 to the agreement with ITC Electrical Technologies, for a time extension and price deduction for the Sam H. Hobbs Wastewater Treatment Facility Emergency Generator Project, Project No. 11-74, for those services.

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

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

January 21, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing Change Order No. 1 with ITC Electrical Technologies, for a Time Extension and a Price Reduction of \$30,675, and Amendment No. 1 to the Contract for Professional Services with ARCADIS U.S., Inc., in the Amount of \$21,000.00, for the Sam H. Hobbs Wastewater Treatment Facility Emergency Generator Project.

Meeting Type & Date
Regular Council Meeting
February 5, 2019

Action type
Resolution

Recommendation

That Council, by resolution, authorize Change Order No. 1 with ITC Electrical Technologies (ITC), for a time extension of four hundred forty-five (445) days for Substantial Completion, four hundred thirty (430) days for Final Completion, and a price deduction of \$30,675, and Amendment No. 1 to the Contract for Professional Services with ARCADIS U.S., Inc. (ARCADIS), in the amount of \$21,000.00, for the Sam H. Hobbs Wastewater Treatment Facility Emergency Generator Project, Project No. 11-74

Summary

ARCADIS and ITC are currently under contract for the Sam H. Hobbs Wastewater Treatment Facility Emergency Generator Project. The project consists of furnishing and installing an emergency generator for the Sam H. Hobbs Wastewater Treatment Facility. ARCADIS is under contract for the design and construction administration of the project, while ITC is under contract for the construction of the emergency generator.

Change Order No. 1 with ITC, which was reviewed and recommended by ARCADIS, consists of a request for a time extension and a price deduction. The request for a time extension of four hundred forty-five (445) days for Substantial completion and four hundred thirty (430) days for Final Completion is due to the manufacturer being unable to comply with many of the specification requirements. Compliance was eventually achieved, with two exceptions, after numerous exchanges over a several month period. This time extension will move the Substantial Completion date to July 9, 2019, and the Final Completion date to September 2, 2019.

Change Order No. 1 also includes a price deduction of \$30,675.00 for the manufacturer's inability to satisfy the specifications requirements for two coating items and to offset additional

costs that the City will incur for granting a time extension. The manufacturer could not comply with the coating and warranty specification for the exterior of the building and the floor coating system specification. A price deduction of \$9,675.00 was recommended for this non-compliance.

Additionally, due to the time extension request, additional engineering costs will be incurred by the City. In order to complete the construction administration services beyond the original Final Completion date of June 29, 2018, ARCADIS provided a proposal in the amount of \$21,000.00, for a new total contract amount of \$229,000.00. A price deduction of \$21,000.00 from ITC will offset this cost, and the total Contract Price for ITC will decrease to \$2,037,025.00.

City staff has reviewed requests from ITC and ARCADIS, and recommends authorizing Change Order No. 1 and Contract Amendment No. 1.

Financial Considerations

Funding for this project is from the Clean Water State Revolving Fund (CWSRF) loan for the Sam H. Hobbs Wastewater Treatment Plant Emergency Power Project.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution for Change Order No. 1 for ITC

Change Order No. 1 for ITC

Resolution for Amendment No. 1 to the Contract for Professional Services for ARCADIS

Amendment No. 1 to the Contract for Professional Services for ARCADIS

**AMENDMENT NO. 1 TO THE CONTRACT
FOR PROFESSIONAL SERVICES ("AMENDMENT")**

This Amendment to the Contract for Professional Services ("Amendment") is entered into on this _____ day of _____, 2019, by and between the following parties:

1. The City of Casper of Casper, Wyoming ("City"), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. ARCADIS U.S., Inc. ("Consultant"), 2081 Vista Parkway, West Palm Beach, Florida 33411.

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

RECITALS

A. On September 18, 2012, the City and Consultant entered into a *Contract for Professional Services* ("Contract") for WWTP Emergency Generator Project, Project No. 11-74.

B. Additional time to complete the project was requested by the Contractor because the generator manufacturer took several months to achieve compliance with several of the specification requirements.

C. The Consultant requested additional compensation to complete the professional services of the original contract over a longer time frame because the Consultant conducted numerous exchanges over several months with the Contractor and the generator manufacturer to achieve compliance with the specification requirements.

D. The City agrees that additional time and compensation are reasonable because the specification requirements were designed specifically for the WWTP Emergency Generator Project, and the Consultant made numerous attempts to keep the project on track and in compliance with specification requirements.

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

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO PART I – AGREEMENT, SECTION 3. COMPENSATION.

Part I – Agreement, Section 3. COMPENSATION, which begins with “In consideration of the performance of the services rendered under this Contract,” shall be amended as follows:

The amount of compensation to the Engineer shall be increased by a sum not to exceed Twenty-One Thousand Dollars (\$21,000.00). The revised, total amount of the compensation for the contract, including this Amendment, shall not exceed Two Hundred Twenty-Nine Thousand Dollars (\$229,000.00) with written approval from the Owner.

The parties agree that the Twenty-One Thousand Dollar (\$21,000.00) increase in compensation is reasonable compensation for performing communications through November 2019, the generator start-up period, record drawings, punchlist, and closeout services, as set forth in the letter requesting additional compensation from the Engineer to the Owner dated January 9, 2019, attached hereto and marked as Exhibit “A”. Exhibit “A” is hereby made a part of this Amendment, and the Consultant shall perform all the work described therein.

3. RATIFICATION

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

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

By: _____

Printed Name: _____

Title: _____

CONSULTANT
ARCADIS U.S., Inc.

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"



Terry Cottenoir
Engineering Technician
City of Casper
200 North David St
Casper, WY 82601

Arcadis U.S., Inc.
630 Plaza Drive
Suite 200
Highlands Ranch
Colorado 80129
Tel 720 344 3500
Fax 720 344 3535
www.arcadis.com

Subject:

Emergency Power Project – Change Order Request
City of Casper Sam H. Hobbs Regional Wastewater Treatment Plant

Date:

January 9, 2019

Dear Mr. Cottenoir:

Contact:

Rhiannon Faber

Arcadis U.S., Inc. (Arcadis) respectfully requests a change order of \$21,000 to the contract "Emergency Power Project – Sam H. Hobbs Regional Wastewater Treatment Plant" dated September 21, 2012. The original contract was budgeted for \$208,000 and was estimated to be 10 months to substantial completion. The construction period began in May 2017, is currently 19 months long, and is not scheduled to reach Substantial Completion until July 9, 2019.

Phone:

303-471-3904

Email:

rhiannon.faber@arcadis.com

Based on the extended schedule, the construction services effort is larger than originally anticipated and the Contractor is now projecting final completion in September 2019. As of December 31, 2018, the remaining budget is approximately \$17,600 and is estimated to cover field inspections, submittal reviews, and ongoing communication through May 2019. The proposed change order of \$21,000 will cover communications through November 2019, the generator startup period (including one engineering site visit for two non-local staff), record drawings, punchlist, and closeout. Table 1 includes a detail breakout of the proposed budget, which will be billed as time and materials.

Our ref:

WF900191.0000


It should be noted that we believe the cause of the delay can be significantly attributed to a protracted submittals review process and difficulty causing the manufacturers to understand that they will be required to deliver the specified product. It should also be noted that all submittals have at this point now been approved. Our request for consideration of additional funds is based on the Contractor achieving the noted, revised contract dates.

Mr. Terry Cottenoir
January 9, 2019

This team, including subcontractors J.H. Ham Engineering, Inc. and Edge Engineering Group, LLC, is committed to delivering the final product that the owner has coming. Please let me know if you have any questions.

Sincerely,

Arcadis U.S., Inc.



Rhiannon Faber
Project Manager



Janis Lutrick
Region Manager

Enclosures:

Table 1. Change Order for Construction Services

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

Table 1: Change Order for Construction Services

Personnel ¹	Hourly Billing Rate	Unit	Ongoing Communication, Reviews, and Coordination	Startup Site Visit in Summer 2019	Record Drawings, Punchlist, and Closeout	Total Hours	Total Cost
I. Labor							
Senior Engineer/Project Manager	\$150.00	hr	3		2	5	\$750.00
Engineer	\$130.00	hr	32	64	8	104	\$13,520.00
Designer	\$95.00	hr			12	12	\$1,140.00
Field Inspector	\$72.00	hr		8	4	12	\$864.00
Sr Administrative Assistant	\$55.00	hr	2		2	4	\$220.00
Administrative Assistant	\$40.00	hr	2		2	4	\$160.00
Total Labor Costs:			\$4,800.00	\$8,896.00	\$2,958.00		\$16,654.00
II. Other Direct Expenses							
Airfare	\$1,150.00	trip		2		2	\$2,300.00
Car Rental and Gas	\$450.00	trip		1		1	\$450.00
Meals	\$50.00	day		10		10	\$500.00
Hotel	\$100.00	day		8		8	\$800.00
Mileage	\$0.54	mile		20	20	40	\$21.60
Miscellaneous Office Expenses	\$100.00	unit			2	2	\$200.00
Total Other DEs:			\$0.00	\$4,060.80	\$210.80		\$4,271.60
III. Summary							
Labor							\$16,654.00
Other DEs							\$4,271.60
Total Estimated Costs:							\$20,925.60
TOTAL ESTIMATED COST (ROUNDED UP TO NEAREST \$100):							\$21,000

Notes:

1. Personnel include Arcadis, J H Ham Engineering, and Edge Engineering.

RESOLUTION NO. 19-21

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH ARCADIS U.S., INC. FOR ADDITIONAL COMPENSATION FOR ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT FACILITY EMERGENCY GENERATOR PROJECT, PROJECT NO. 11-74

WHEREAS, the City of Casper entered into a Contract for Professional Services (Contract) with ARCADIS U.S., Inc. (ARCADIS) on September 18, 2012, to provide design and construction administration services for the Sam H. Hobbs Wastewater Treatment Facility Emergency Generator Project, Project No. 11-74; and,

WHEREAS, the City of Casper has authorized a time extension to the Contractor for the completion of the Sam H. Hobbs Wastewater Treatment Facility Emergency Generator Project, Project No. 11-74; and,

WHEREAS, the City of Casper desires to provide additional compensation to ARCADIS to complete the construction administration services over a longer period of time in the amount of Twenty-One Thousand Dollars (\$21,000.00); and,

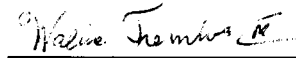
WHEREAS, ARCADIS is able and willing to provide those services, specified as Amendment No. 1 to the Contract for Professional Services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the Contract for Professional Services between the City of Casper and ARCADIS for additional compensation for the construction administration services associated with the Sam H. Hobbs Wastewater Treatment Facility Emergency Generator Project, Project No. 11-74, in an amount not to exceed Twenty-One Thousand Dollars (\$21,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Contract for Professional Services, equal to an additional amount not to exceed Twenty-One Thousand Dollars (\$21,000.00), for a total contract amount of Two Hundred Twenty-Nine Thousand Dollars (\$229,000.00).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

January 24, 2019

MEMO TO: J. Carter Napier, City Manager *JN*
FROM: Tracey L. Belser, Support Services Director *LB*
Dan Coryell, Fleet Manager
SUBJECT: Declaring Certain City-Owned Property as Surplus Property

Meeting Type & Date
Regular Council Meeting
February 5, 2019

Action Type
Resolution

Recommendation
That Council, by resolution, declare certain City-owned property as surplus property.

Summary
The City of Casper has identified equipment valued above \$500.00 that are no longer effective or necessary in providing City services. The City desires to dispose of this property pursuant to Wyoming State Statute 15-1-112 (a).

A portable volleyball equipment system and a GamePlex Rink System are requested to be declared as surplus property and sold to the highest bidder with an online auction. Both of these items are located at the Events Center and are no longer used for events or tournaments.

Financial Considerations
Any revenue from an online auction of surplus property will go into a capital fund.

Oversight/Project Responsibility
The implementation and oversight of the online auction sale of the above mentioned surplus property will be completed by Tim Cortez, Parks and Recreation Director

Attachments
Resolution

RESOLUTION NO.19-22

A RESOLUTION DECLARING CERTAIN CITY-OWNED
PROPERTY AS SURPLUS PROPERTY, AND AUTHORIZING
SALE OF SAME TO THE HIGHEST BIDDER.

WHEREAS, the City of Casper owns equipment which is valued at greater than Five Hundred Dollars (\$500) as described below; and,

WHEREAS, Wyoming State Statute 15-1-112 (a) provides that a City shall, before the sale of any property of any city or town valued at five hundred dollars (\$ 500.00) or more, advertise the intended sale, describing the property and the terms of the sale, and publish at least once each week for three (3) consecutive weeks in a newspaper having general circulation in the community, announcing a public auction or calling for sealed bids for purchase of the property; and,

WHEREAS, the property shall be sold to the highest responsible bidder, unless the governing body of the city or town rejects all bids; and,

WHEREAS, the responsibility of the bidders shall be determined by the governing body of the city or town.

WHEREAS, the City of Casper desires to transfer said property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: The below equipment is hereby declared surplus property and may be disposed of as described above.

Description

Portable Volleyball Equipment System

GamePlex Rink System

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the sale of said surplus property.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

January 24, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager
SUBJECT: Declaring Certain City-Owned Property as Surplus Property

Meeting Type & Date
Regular Council Meeting
February 5, 2019

Action Type
Resolution

Recommendation
That Council, by resolution, declare certain City-owned property as surplus property.

Summary
The City of Casper has identified equipment valued above \$500.00 that are no longer effective or necessary in providing City services. The City desires to dispose of this property pursuant to Wyoming State Statute 15-1-112 (b).

The Zamboni Ice Resurfacer is requested to be transferred to the David Street Station for use on their ice skating rink. This Zamboni was purchased in 2014 for use in the Events Center and is no longer needed. There are two (2) other Zamboni Ice Resurfacers for use at the Casper Ice Arena.

Financial Considerations
Any revenue from the transfer/sale of this surplus property will go into a capital fund.

Oversight/Project Responsibility
The implementation and oversight of the transfer of the above mentioned surplus property will be completed by Tim Cortez, Parks and Recreation Director

Attachments
Resolution

RESOLUTION NO. 19-23

A RESOLUTION DECLARING CERTAIN CITY-OWNED PROPERTY AS SURPLUS PROPERTY, AND AUTHORIZING SALE OF SAME TO THE DOWNTOWN DEVELOPMENT AUTHORITY OF CASPER.

WHEREAS, the City of Casper owns equipment which is valued at greater than Five Hundred Dollars (\$500) as described below; and,

WHEREAS, Wyoming State Statute 15-1-112 (b) provides that a City may, upon terms the governing body thereof determines, without advertising the sale or calling for bids, and after a public hearing, plus publication at least once each week for three (3) consecutive weeks in a newspaper of general circulation in the county in which the city or town is located, may sell any property to any person acquiring the property for a use which the governing body determines will benefit the economic development of the municipality; and,

WHEREAS, the City of Casper desires to transfer said property to the Downtown Development Authority for economic development purposes, and Council finds that the property transfer will do so.


NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: The below equipment is hereby declared surplus property and may be disposed of as described above.

Unit Number	Description	Hours
131334	2014 Zamboni Ice Resurfacer	263

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the sale of said surplus property to the David Street Station in the amount of no less than One Dollar (\$1.00).

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

APPROVED AS TO FORM:




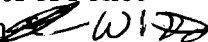
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

January 9, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Keith McPheeters, Chief of Police
Shane Chaney, Captain 
SUBJECT: Authorizing the Purchase of Modified Guardian Carriers in the amount of \$31,148.00 from Galls.

Meeting Type

Regular Council Meeting
February 5, 2019

Action Type

Minute Action

Recommendation

That Council, by minute action, approve the purchase of fifty-two (52) ballistic vest carriers and accessories and an additional (52) ballistic external vest carriers without accessories, for Thirty One Thousand One Hundred Forty Eight Dollars (\$31,148.00) for use by the Casper Police Department.

Summary

Currently, officers utilize concealable body armor which is worn under their uniform shirt. This type of vest does not provide any of the benefits of an external vest carrier. The external vest carrier requested for purchase will be worn on the outside of the uniform, and will be easier to adjust throughout the officer's tour of duty. Officers will also be able to lighten the load of their duty belts. This will allow smaller framed officers, who may not have room on their duty belt, to carry all of the equipment required by the Casper Police Department. While these items may only weigh a few pounds each, because of the number of items as well as the length of time they are carried around on a shift, reducing the weight even a few pounds will provide immense relief.

Furthermore, in the event that an officer is injured, an external vest carrier offers several advantages over a more traditional inner vest carrier. In the case of more serious injuries, an outer vest carrier can be more quickly removed by responding officers or emergency medical personnel for assessment of the officer's wounds.

The State of Wyoming has signed a Participation Agreement with National Association of State Procurement Officers (NASPO). This agreement allows the City of Casper to buy directly from the authorized NASPO distributor without having to do a bid process. By going through the NASPO agreement, the City can buy the ballistic protection kits at around fifty-six percent

(56%) off the manufacturer's suggested retail price. The authorized NASPO distributor for ballistic protection is a company called Galls Safety and Survival Gear. This company carries all the necessary components of each ballistic vest carrier. Therefore, all components of the carriers will be purchased from one distributor at a discounted rate.

The City of Casper requested a quote for fifty-two (52) ballistic carriers and accessories, with and additional fifty-two (52) carriers without accessories. The total cost of this quote is \$31,148.00. The City asks that Council authorize the purchase of these Modified Guardian Carriers from this distributor.

Financial Considerations

Funding for this project will come from a Uniforms Line Item designated for the Casper Police Department.

Oversight/Project Responsibility

Shane Chaney
Casper Police Department, Captain

Attachments

Estimate from Galls



CUSTOMER QUOTATION

Account # 1001751872



BILL TO: Casper Police Department		SHIP TO:	
ADDRESS:		ADDRESS:	
ADDRESS:		ADDRESS:	
CITY:	STATE:	ZIP:	CITY:
E-Mail: jalbrecht@casperwy.gov	OFFICE PHONE: 307-235-7549	CELL PHONE:	

REFERENCE #:	ATTENTION: Josh Albrecht	DELIVERY:	TERMS:	PRICES ARE GOOD FOR:	QUOTE DATE: 1/7/2019
---------------------	---------------------------------	------------------	---------------	-----------------------------	-----------------------------

We sincerely appreciate the opportunity to submit this quotation. Prices are subject to change without notice and manufacture oversize charges will apply. Applicable shipping and handling charges will apply unless stated otherwise. If you should require additional information, catalogs, or samples please feel free to contact me. Thank you for your valued business.

QUANTITY	LOT NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
52		Package - Modified Gurdian Carrier with pouches - Dark Navy	\$335.75	\$17,459.00
52		Modified Guardian Carrier without pouches - Dark Navy	\$263.25	\$13,689.00
		Package includes:		
	GD2M00450J / BP2256 DKNV	Modified Guardian Carrier - Dark Navy		
	PCHFLOAC0J / TB021 NAV	Sm Flashlight pouch velcro flap - Dark Navy		
	PCHSP1AC0J	Velcro flap Single 2oz Spray Pouch Tuck Strap - Dark Navy		
	PCHTZOAC0J / TB043 NAV	Taser Pouch X26 - Dark Navy		
	PCHHC0AC0J / TB023 MDNV	Dbl Cuff pouch - Dark Navy		
	PCHRD0AC0J / TB026 MDNV	Radio Pouch - Dark Navy		

January 21, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: Appointment of Planning and Zoning Commissioners to the Old
Yellowstone District Advisory Committee

Meeting Type & Date:

Regular Council Meeting February 5, 2019.

Action Type:

Minute Action

Recommendation:

That Council, by minute action, reappoint Randy Hein and Fred Feth as Planning and Zoning Commission representatives, for one-year terms expiring December 31, 2019, to the Old Yellowstone District Advisory Committee.

Summary:

The Old Yellowstone District Advisory Committee is comprised of seven (7) property owner representatives, as well as two (2) City Council members, two (2) Planning and Zoning Commission members, and the Community Development Director, and Community Development Technician – who serve as staff support to the Committee.

The Planning and Zoning Commission nominated Randy Hein and Fred Feth for appointment as their representatives to this Committee at their January meeting.

Financial Considerations:


Not applicable

Oversight/Project Responsibility:

Liz Becher, Community Development Director, is responsible for coordinating the Old Yellowstone District Advisory Committee.

January 31, 2019

MEMO TO: His Honor the Mayor and Members of the Casper City Council

FROM: J. Carter Napier, City Manager 

SUBJECT: Additional Councilmember Appointments to City Boards and Commissions

Meeting Type & Date

Regular Council Meeting, February 5, 2019

Action Type

Minute Action

Recommendation:

That Council, by minute action, authorize Mayor Powell's additional appointments to the Council's Boards and Commissions.

Summary:

The Casper City Council has various volunteer boards and commissions that operate per their directive. The boards and commissions are a vital link of communication between citizens and the City Council, City departments, and City administration. These bodies provide experience and knowledge that help the City Council and administrative departments make wise decisions. Many of the boards have Councilmembers that have been appointed as a board member.

Each January the newly appointed Mayor determines to which board or commission each Councilmember will be appointed. The appointments are then approved by Council at a regular Council meeting.

It is recommended that Council approve the additional appointments made by Mayor Powell at the January 29 2019, work session as listed on the attachment.

Financial Considerations

There are no financial considerations with this action.

Oversight/Project Responsibility

Mayor Charles Powell

Attachments

2019 Council Boards and Commissions Additional Appointments

2019 Council Boards and Commissions Additional Appointments

	Name of Board or Commission	Councilmember(s) Appointed
1.	Air Service Advisory Committee	Mike Huber
2.	Casper Area Transportation Coalition (C.A.T.C.)	Shawn Johnson
3.	Casper Natrona County Health Department	Kenneth Bates
4.	Casper Public Utilities Advisory Board	Kenneth Bates
5.	Code Enforcement Appeals Committee	Mike Huber
6.	Contractors' License & Appeals Board	Khrystyn Lutz
7.	Council Finance Committee	Charles Powell
8.	Old Yellowstone District Advisory Committee	Steve Freel