

COUNCIL MEETING AGENDA

**Casper City Council
City Hall, Council Chambers
Tuesday, March 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

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3. CONSIDERATION OF MINUTES OF THE FEBRUARY 5, 2019 EXECUTIVE SESSION – PROPERTY ACQUISITION AND DONATION OR BEQUEST (TABLED AT THE FEBRUARY 19, 2019 COUNCIL MEETING)
4. CONSIDERATION OF MINUTES OF THE FEBRUARY 19, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON FEBRUARY 28, 2019
5. CONSIDERATION OF MINUTES OF THE FEBRUARY 19, 2019 EXECUTIVE SESSION – LITIGATION
6. CONSIDERATION OF MINUTES OF THE FEBRUARY 25, 2019 SPECIAL SESSION, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 2, 2019
7. CONSIDERATION OF MINUTES OF THE FEBRUARY 25, 2019 EXECUTIVE SESSION – LAND ACQUISITION AND PERSONNEL
8. CONSIDERATION OF BILLS AND CLAIMS
9. BRIGHT SPOTS IN OUR COMMUNITY – PAUL ZOWADA FIELD MANAGER OF THE YEAR
10. COMMUNICATIONS
 - A. From Persons Present
11. PUBLIC HEARINGS
 - A. Ordinance
 1. **Vacation and Replat** of Cabin Creek Estates No. 3, Lot 1, and Plat of a Portion of the Paradise Valley Golf Course, to Create **Cabin Creek No. 4, Comprising** 0.22-Acres, More or Less, Located on the West Side of Fairway Drive.
 - B. Minute Action
 1. Transfer of Ownership for **Retail Liquor License No. 28**, from Caputa's Catering, LLC, d/b/a **Prime Time**, Located at 4370 South Poplar to Proper Management, LLC, d/b/a **Sunrise Lanes**, Located at 4370 South Poplar.
 2. **New Bar and Grill Liquor License No. 11** for 71 SE Wyoming Blvd, LLC d/b/a **The Horse Palace**, Located at 71 SE Wyoming Boulevard.

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12. THIRD READING ORDINANCES

- A. **Amending Section 10.24.010** of the Casper Municipal Code. (**Speed Zone** Near the **Wyoming Medical Center**)

1. Communications from Persons Present

- B. **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).

1. Communications from Persons Present

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

1. Communications from Persons Present

13. SECOND READING ORDINANCES

- A. Ordinance **Amending Chapter 10.60** of the Casper Municipal Code – **Abandoned Vehicles**.

1. Communications from Persons Present

- B. Adopting and Approving the **Right-of-Way Small Wireless Facility Implementation Cost Study and Fee Structure Development Report**; and, the **Small Wireless Facilities Recommended Requirements**.

1. Communications from Persons Present

14. RESOLUTIONS

- A. Consent

1. Authorizing a Procurement Agreement with **Water Technology Group**, in the Amount of \$79,112, for Two (2) **Flygt Submersible Wastewater Pumps for Use at the Bar Nunn #1 and #2 Lift Stations**.
2. Authorizing an Amendment to the Contract for Professional Services with **Trihydro Corporation** for Conducting **Phase I and Phase II Environmental Site Assessments in the Old Yellowstone District**.

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14. RESOLUTIONS (continued)

A. Consent

3. Authorizing Pre-Application Submittal to the **Wyoming State Loan and Investment Board** for an Eight Million Dollar Clean Water State Revolving Fund Loan for the **North Platte Sanitary Sewer Interceptor Rehabilitation Project**.
4. Authorizing a License Agreement with **Black Hills Energy** for **Installation of Buried Gas lines**.
5. Authorizing an Agreement with **71 Construction**, in the Amount of \$486,107.10 for the **29th Street Improvements Project**.
6. Authorizing a Contract for Professional Services with **Civil Engineering Professionals, Inc.**, in the Amount of \$195,000, for the **Poplar and 1st Street Utility Improvements Project**.
7. Authorizing a Right-of-Way Easement with **Rocky Mountain Power** as part of the **CY Booster Station Replacement Project**.
8. Authorizing an Agreement with **Grizzly Excavating & Construction LLC**, in the Amount of \$380,380, for the **Wilson Street Sanitary Sewer Replacement Project**.
9. Authorizing an Agreement with **Limmer Roofing, Inc.**, in the Amount of \$140,000, for the **2019 Roof Replacements Project**.
10. **Rejecting the Proposals** Received in Response for Proposal (RFP) on the **Former Plains Furniture Properties**, and Directing Staff to Resubmit the RFP on Said Properties.

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

16. ADJOURN INTO EXECUTIVE SESSION - DONATION

17. ADJOURNMENT

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Upcoming Council meetings

Council meetings

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

6:00 p.m. Tuesday, April 2, 2019 – Council Chambers

Work sessions

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

4:30 p.m. Tuesday, March 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
February 19, 2019

1. ROLL CALL

Casper City Council met in regular session at 6:02 p.m., Tuesday, February 19, 2019. Present: Councilmembers Bates, Freel, Hopkins, Huber, Johnson, Lutz, Pacheco, Walsh and Mayor Powell.

2. PLEDGE OF ALLEGIANCE

Citizen Drina Niegisch led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Walsh, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the February 5, 2019, regular Council meeting, as published in the Casper-Star Tribune on February 12, 2019. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Johnson, seconded by Councilmember Freel, to, by minute action, approve the minutes of the February 5, 2019, executive session. City Manager Napier notified the Mayor that someone on Council indicated a potential amendment to the minutes and requested that Council discuss this during the Executive Session after the regular session and then approve the minutes at the March 5th meeting. Moved by Councilmember Hopkins, seconded by Councilmember Walsh, to, by minute action, table the approval of the minutes until the March 5, 2019 Council meeting. Motion passed.

5. BILLS & CLAIMS

Moved by Councilmember Johnson, seconded by Councilmember Bates, to, by minute action, approve payment of the February 19, 2019, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims		
02/19/19		
AHiatt	Reimb	\$234.99
AMBI	Services	\$1,913.22
Ameritech	Services	\$16,840.78
AndrnHunt	Services	\$74,056.68
ArrowheadHeating	Services	\$263.92
B32Eng	Services	\$7,755.00
BakerHostetler	Services	\$1,495.00
Balefill	Services	\$91,965.72
BankOfAmerica	Goods	\$195,582.90
BHEnergy	Services	\$30,019.26
Caselle	Services	\$75.00
CasparBuildSystems	Services	\$237,642.30
CasperPubUtilities	Services	\$135.95

CDWGvmt	Goods	\$884.52
CentralPaint&Body	Services	\$593.40
Centurylink	Services	\$18,090.17
CivilEngineeringProfessionals	Projects	\$8,562.50
CntlWyHospice	Funding	\$6,718.50
CollectionCenter	Services	\$301.48
CommTech	Goods	\$2,677.75
Darquest	Supplies	\$442.50
DeltaDental	Services	\$40,494.57
DesertMtn	Goods	\$21,247.12
Diebold	Supp	\$612.54
DmndVogl	Svc	\$33.29
DvdsnFxdMgmt	Services	\$3,998.99
EngDsgnAssoc	Services	\$875.00
FirstData	Services	\$2,952.83
FirstInterstateBank	Services	\$229.54
GlobalSpect	Funding	\$35,000.00
HDR Engineering	Projects	\$2,448.43
HewlettPackard	Goods	\$334,000.20
Hitek	Services	\$215.00
Homax	Goods	\$53,342.63
HopperDisp	Services	\$10,970.00
InbergMillerEngineers	Services	\$14,530.30
JEvans	Refund	\$10.21
JTLGroup	Services	\$237.60
K Suba	Reimb	\$35.45
KubwaterResources	Goods	\$5,398.90
L Rakisits	Reimb	\$119.93
LisasSpicnSpan	Services	\$1,121.00
LMedoff, PH.D	Services	\$250.00
LongBuildingTech	Services	\$4,237.25
Lower&Co	Svc	\$4,071.25
LRamsey	Refund	\$815.88
M Bratvold	Reimb	\$170.00
MDaubin	Refund	\$1,494.49
Motorola	Services	\$3,725.99
NationalBenefitServices	Services	\$427.00
NCHHealth Dept	Funding	\$45,000.00
NCSheriffsOffice	Funding	\$7,500.00
NKaiser	Reimb	\$802.00
OfficeStateLands	Services	\$140,172.28
PCN	Services	\$72,854.35
Pepsi	Goods	\$568.96

PortCmptrSys	Supplies	\$18,409.04
PowerEquipment	Goods	\$383,368.00
Printworks	Supp	\$261.73
RegionalWater	Services	\$279,978.45
ReliantTech	Supplies	\$14,143.26
RJWinters	Refund	\$48.94
RockyMtnPower	Services	\$190,462.84
RSchulenberg	Refund	\$1,548.92
RWillis	Reimb	\$170.00
SamParsonsUpholstery	Services	\$209.50
Shodgins	Reimb	\$30.00
Smash	Services	\$1,716.00
SpectraVenue	Services	\$1,050.00
Sprt&Ftnss	Supplies	\$19,646.53
SStockero	Reimb	\$25.74
StellarProgramming	Services	\$1,187.50
SWL	Services	\$9,480.00
TretoConstruction	Projects	\$164,730.27
Tweed'sWholesale	Goods	\$875.57
UltraMax	Goods	\$1,760.00
UntdRntals	Supplies	\$22,375.00
WardwellWater&Sewer	Services	\$14.32
WERCSCommunications	Services	\$1,507.28
WesternPlainsLandscaping	Services	\$23,477.86
WestPlainsEngineering	Services	\$200.00
WstPlnsLndscp	Retain	\$13,774.31
WstrnStsFire	Supp	\$491.50
WyDeptEmployment	Services	\$518.87
WYDOT	Services	\$21.73
WyMachinery	Goods	\$564,332.64
WyPeaceOfficers	Services	\$210.00
YouthCrisisCenter	Funding	\$21,718.50
		\$3,243,958.82

6. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Dennis Steensland, 533 S. Washington, regarding poor audio quality of Council meetings and the lengthy process to sell the former Plains Furniture property; and Janet Mayer, 306 W. 14, regarding abandoned vehicles.

7. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Hopkins, seconded by Councilmember Johnson, to, by minute action: establish March 5, 2019, as the public hearing date for the consideration of vacation and replat of Cabin Creek Estates No. 3, Lot 1, and plat of a portion of the

Paradise Valley Golf Course, to create Cabin Creek No. 4, comprising 0.22-Acres, more or less, located on the West Side of Fairway Drive; transfer of ownership for Retail Liquor License No. 28, from Caputa's Catering, LLC, d/b/a Prime Time, located at 4370 South Poplar to Propper Management, LLC, d/b/a Sunrise Lanes, located at 4370 South Poplar; and new Bar and Grill Liquor License No. 11 for 71 SE Wyoming Blvd, LLC d/b/a The Horse Palace, located at 71 SE Wyoming Boulevard. Councilmember Walsh abstained from voting on establishing the public hearing date for the new Bar and Grill License. Motion passed.

8.A.1 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the ordinance amending Chapter 10.60 – Abandoned Vehicles. City Attorney Henley entered one (1) exhibit: correspondence from Will Chambers to the Casper City Council and J. Carter Napier, dated February 8, 2019. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving the ordinance, the public hearing was closed. Following ordinance read:

ORDINANCE NO. 5-19
AN ORDINANCE AMENDING CHAPTER 10 OF THE
CASPER MUNICIPAL CODE PERTAINING TO
ABANDONED VEHICLES.

Councilmember Walsh presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Hopkins. Motion passed.

8.A.2 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the small wireless facilities ordinance. City Attorney Henley entered one (1) exhibit: correspondence from ten City of Casper staff members to J. Carter Napier, dated February 7, 2019. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving the small wireless facilities, the public hearing was closed. Following ordinance read:

ORDINANCE NO. 6-19
AN ORDINANCE ADOPTING AND APPROVING THE
RIGHT-OF-WAY SMALL WIRELESS FACILITY
IMPLEMENTATION COST STUDY AND FEE STRUCTURE
DEVELOPMENT REPORT; AND, THE SMALL WIRELESS
FACILITIES RECOMMENDED REQUIREMENTS.

Councilmember Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Lutz. Motion passed.

8.A.3 PUBLIC HEARING - MINUTE ACTION

Mayor Powell opened the public hearing for the consideration of the annual renewal of liquor licenses for the license year April 1, 2019 through March 31, 2020. City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated January 29, 2019; an affidavit of publication for the majority being renewed, as published in the Casper-Star Tribune, dated February 14, 2019; an affidavit of publication for two additional renewals, as published in the Casper-Star Tribune, dated February 14, 2019; an affidavit of website publication, as published on the City of Casper

website, dated February 5, 2019; and an affidavit of notice of conspicuous posting, as dated February 5, 2019. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving the annual renewal of liquor licenses, the public hearing was closed. Moved by Councilmember Johnson, seconded by Councilmember Walsh, to, by minute action, authorize the annual renewal of liquor licenses. Motion passed.

9. ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 1-19 AMENDED
AN ORDINANCE REPEALING AND REPLACING
CHAPTER 56.04 – ANIMAL CARE AND CONTROL OF THE
CASPER MUNICIPAL CODE. (full ordinance below)

Councilmember Pacheco presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Walsh. Individuals addressing the Council were: Megan Schafer, 232 S. Lennox, requesting specific language for reservation of parks for dog training and allowance for the proof of a rabies antibody titer in place of an annual shot; Eric Paulson, 751 N. Durbin, expressing his concerns about punishments for pet owners; Drina Niegisch, 2255 Crescent, also with concerns about the punishments for pet owners; Mileage Mike Harrison and wife, 742 N. Jefferson, sharing concerns about the leash law; Nicholas Wales, 906 E. 17th, sharing concerns that the ordinance is excessive for reasonable owners; Don Hinton, 1420 Kingsbury, also stating that the ordinance is heavy handed; Diana Deshno, 1022 N. Jefferson, sharing concerns about service animals and requesting Council consider having owners of service animals complete an affidavit; and, Andrew Zawislanski, 1441 Hazelwood, expressing concern about animal waste in the cemetery. Councilmembers then discussed how dog training park permits could be more specific and asked Parks and Recreation Director, Tim Cortez for his opinion. Mr. Cortez suggested language but deferred to City Attorney Henley. Moved by Councilmember Walsh, seconded by Councilmember Bates to specify on the permit the specific area of the park to be used and to overall identify any potential conflicts of interest for use of the park during the permitting process. Motion to amend passed. Council discussed the option to have a rabies antibody titer and decided to not amend the rabies section at this time. Councilmembers then discussed service animals and City Attorney Henley provided further information. The discussion then led to the limit on the number of pets, and if service animals would be counted as part of that number. Moved by Councilmember Huber, seconded by Councilmember Hopkins to tidy up the formatting of the lines involving kennels and catteries. Councilmember Lutz then explained that the language regarding the number of cats and **dogs was misleading due to the and/or. Council discussed removing the “or” to instead** state three cats and three dogs. City Manager Napier clarified that the result of the change would allow a total of six cats and dogs, with no more than three being cats or no more than three being dogs on a premises. Motion to amend passed. Councilmember Walsh then addressed many of the concerns brought forward by citizens. Councilmember Huber offered that he felt this was a reasonable, but not perfect, ordinance. Councilmembers Bates then spoke regarding a request for specific language involving cruelty to animals involving inclement weather. Councilmember Walsh emphasized that specific language limits the options the law enforcement or animal

protection officer may have to protect the animal. Council had no further amendments. Mayor Powell summarized the intentions of Council to continue to provide dog owners additional park and recreation options in the future. Council then voted on the ordinance, as amended twice, motion passed.

ORDINANCE NO. 1-19

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.
5. "Animal protection officer" means any person designated by the director as a special municipal officer who is qualified to perform such duties under this chapter and the laws of this state.
6. "Animal services shelter" means any facility operated by a municipal agency, or its authorized agents for the purpose of housing, impounding or caring for animals held under the authority of this chapter or state law.
7. "At large."
 - a. The definition of "at large" in this Chapter, is subject to and subservient to Sections 6.04.301 to 6.04.303 of this Chapter addressing dangerous or vicious animals. For dangerous or vicious animals, any violation of Sections 6.04.301 to 6.04.303 are violations also of the "at large" provisions of this Chapter.
 - b.i. A non-vicious, non-dangerous animal is deemed "at large:"
 - (a) If it is off the owner's property and not leashed or in an enclosed carrier; or

- (b) If it is on the owner's property and not under the direct supervision of the owner or not confined to the extent that the animal cannot leave the boundaries of the property; examples of confinement are by use of fencing or other secure enclosures or by tethering.
- b.ii. A non-dangerous or non-vicious animal shall not be considered "at large" when held and controlled by a person by means of a leash or chain of proper strength and length to control the action of the animal, or while confined within a vehicle. If the animal within a parked vehicle can extend its entire head outside the enclosed cabin compartment of the vehicle or beyond the side of a truck bed, that animal shall be deemed at large.
- b.iii. A non-dangerous or non-vicious dog is not considered to be at large if within the interior of designated areas which permit dogs to be off leash, as established by the City of Casper.
- b.iv. Under any circumstance, on a City-owned Golf Course.
8. "Attack" means an aggressive or violent action against a person or animal.
9. "Cage and aviary birds" means those exotic captive reared birds, such as parrots, exotic finches, and canaries, which are adapted to live and breed in a cage. For the purpose of this chapter the monk parakeet (*myiopsitta monachus*) is not a cage and aviary bird.
10. "Chicken" a domestic fowl kept for its production of eggs and meat.
11. "Circus" means any nonresident variety show which features animal acts.
12. "City-county health officer" means a representative of the Natrona County-City of Casper Health Department, or a health official designated by the Casper City Manager.
13. "Commercial animal establishment" means any pet store, grooming shop, auction, riding school or stable, circus performing animal exhibition, kennel or other establishment in which animals are used for commercial purposes.
14. "Commercial purpose" means the keeping of animals for the purpose of profit.
15. "Control" means an animal which:
- a. is under a physical restraint so as to not be allowed to engage a passerby or other animal; such as a leash or in an enclosed carrier.
16. "Dangerous animal" means any animal under the totality of circumstances, which poses an unacceptable risk of injuring a human, a pet or property. Indicia of a dangerous animal shall include, but not be limited to, aggressive lunging, growling, snarling, nipping, bearing teeth.
17. "Director" means the City Manager or his/her designee.
18. "Direct supervision" as used in the definition of "at large," above, means: The owner of the animal is in the same area as the animal and not separated by any barrier; the owner must be able to immediately see and effectively call and manage the animal.
19. "Domesticated animals" means those individual animals which have been made tractable or tame.
20. "Isolation facility" means any place specified by the Director or his/her designee which is equipped with a pen or cage which isolates an animal from contact with other animals.
21. "Kennel" or "cattery" means any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats, or any residence or property on which is maintained more than three dogs and three cats more than six months of age. It is illegal to maintain a kennel or cattery contrary to the terms of this code, in a zone or location in which a kennel or cattery is not permitted.
22. "License" means permission issued by the Director, or his/her designee, authorizing the holder to keep a dog or cat. An identification tag shall be issued for each animal licensed. A valid rabies vaccination is required to obtain a license.

23. "License Tag" means a tag of a design prescribed by the Director, or his/her designee, which bears the corresponding number of the dog or cat's license.
24. "Licensing authority" means Metro Animal Services (MAS)
25. "MAS" means Metro Animal Services
26. "Microchip" means an identifying integrated circuit which is placed under the skin of an animal.
27. "Owner" includes a person who owns, harbors, keeps, maintains or exercises control over an animal. Proof that a person is in control of a premise where an animal is usually kept, harbored or maintained shall establish a prima facie presumption that such person is the owner of such animal.
28. "Proper shelter" means a structure with three (3) sides, a top and a bottom or a commercially manufactured structure, which includes an igloo styled house, designed and marketed to protect animals from outside elements. The shelter must have adequate ventilation and drainage which allows the animal to enter, stand, turn around and lie down in a natural manner. It shall be placed on the owner's premises to effectively protect the animal from outside elements.
29. "Public nuisance" means any animal is considered a public nuisance if it:
- a. trespasses on school grounds, or
 - b. damages private or public property, or
 - c. interferes with passersby or a passing vehicle, to include bicycles, or
 - d. has bitten, scratched or attacked a person while at large, or
 - e. while not on the owner's premises, attacks another animal, or,
 - f. either individually or in concert, barks, whines, howls or otherwise makes noise in an excessive, continuous or untimely fashion.
 - g. interferes with the delivery of U.S. Mail or other delivery services.
30. "Cat" A member of the feline family and shall not include exotic wild cats, wild species of this family or hybrids thereof.
31. "Dog" A member of the canine family, but shall not include wild species of this family, or any hybrid thereof.
32. "Facilities for keeping" The pens, stalls, stables, corrals, feeding area, sheds and facilities of every kind where fowl, livestock or pets are penned, fed and/or protected from the weather. This shall not be interpreted to include a grazing area.
33. "Fowl" includes feathered animals regardless of age, excluding parrots and chickens.
34. "Grooming shop" A commercial establishment where animals are bathed, clipped, or otherwise groomed.
35. "High Risk Rabies Vector" means raccoon, skunk, fox, coyote and bat
36. "Impound" means to place an animal in the Metro Animal Shelter, or the taking into custody of an animal.
37. "Licensed Veterinarian" A practitioner of veterinary medicine who holds a valid license to practice their profession in the state in which they practice.
38. "Livestock" Includes any species of equine, bovine, ovine, swine, caprine or any hybrid thereof, regardless of age, sex, breed, size or purpose; inclusive of all ungulates.
39. "Local Rabies Control Authority" The Metro Animal Protection Supervisor , as appointed by the Casper Chief of Police.
40. "Parrot" Any of numerous tropical and semi-tropical birds of the order of Psittaciformes, characterized by short hooked bills, brightly colored plumage and in some species the ability to mimic human speech.

41. "Pen or corral" An enclosure in which livestock are kept.
42. "Performing animal exhibition" Any spectacle, display, act or event other than circuses, in which performing animals are used.
43. "Pet" Any animal normally kept for pleasure rather than utility, excluding those defined as fowl, livestock or wild by this code.
44. "Pet shop" Any person, partnership or corporation, whether operated separately or in connection with another business enterprise that buys, sells or boards any species of pets.
45. "Premises" A parcel of land (one or more contiguous lots) owned, leased or controlled by one or more persons.
46. "Quarantine" To detain and isolate due to suspected zoonosis or other communicable disease or in the interest of public health and safety.
47. "Rabies certificate" means a certificate signed by a licensed veterinarian verifying that an animal is vaccinated against rabies, and which includes the date of immunization, the date that the immunization expires, and the type of vaccine used.
48. "Tether or tethering" means to restrain a dog by tying the dog to any object or structure, including, but not limited to, a house, tree, fence, post, pole, garage, or shed or similar structure or object, by any means, including, but not limited to, a chain, rope, cord, leash, or running line. "Tethering" shall not include using a leash to walk a dog.
49. "Riding school or stable" Any place, which has available for hire, boarding and/or riding instruction, any horse, donkey or mule.
50. "Sanitary" Any condition of good order and cleanliness.
51. "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.
52. "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.
53. 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.
54. "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.

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

56. "Ungulate" means a hoofed mammal.

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

6.04.020 - Dog and cat licensing requirements.

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

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

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

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

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

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

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

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

6.04.035 - Dog exhibition, show and training permit.

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

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

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

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

4. The applicant's recognition that such a permit does not entitle the holder to the exclusive use of the park, however, specific areas designated within the permit do entitle the holder to exclusive use of those designated areas.

5. The applicant's agreement:

- i. Not to allow any dog which is unrestrained under authority of the permit, to harass or molest any other animal or person using or present in the park,
- ii. Not to allow any dog which is present under the authority of the permit, to damage or destroy any public or private property located in the park, or the park itself,
- iii. To clean up and properly dispose of any waste deposited in the park by the dogs which are present pursuant to the authority of the permit, prior to leaving the park,
- iv. To personally indemnify and hold the City harmless for any damage or destruction caused by dogs which are present in the park pursuant to the authority of the permit,
- v. To maintain or ensure control over all dogs which are present in the park pursuant to the authority of the permit;

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

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

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

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

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

Dog Exhibition, Show, and/or

Training Permit Application

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

1. Date of application; and
2. Name and street address of applicant; and
- 3a. Date(s) for which permit is sought; and
- 3b. Park for which permit is sought;
4. Approximate number of dogs expected at event;
5. Month and year of 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 three dogs on any premises within the City limits of Casper, except 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 fencing is required by this 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 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.

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

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

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

6.04.150 - Impounded animals—Release conditions.

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

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

1. The owner presents a valid form of identification;
2. The owner presents evidence that the dog or cat is licensed. If the animal is not licensed, the owner must purchase a license;
3. The owner pays the fees associated with the impoundment, as set forth by resolution.
4. The owner may designate a representative to reclaim their animal when:
 1. the representative presents a valid form of identification.
 2. the representative pays the fees associated with the impoundment, as set forth by resolution.
 3. the representative may have written authorization from the owner of the animal granting permission to the representative to reclaim the animal on behalf of the owner, or the owner may contact MAS , or an APO if the owner is out of town or incapacitated and give verbal authorization.

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

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

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

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

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

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

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

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

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

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

1. The dog is in visual range of a responsible party.
2. The tether is connected to the dog by a well fitted, buckle-type collar or a body harness made of nylon or leather, not less than one-inch in width.
3. The dog is tethered in such a manner as to prevent injury, strangulation, or entanglement.
4. The tether shall confine the dog to the owner's property.
5. The dog has access to water, shelter, and dry ground.
6. The dog is at least six months of age. Puppies shall not be tethered.
7. No dog shall be tethered for more than 2 hours in any 24-hour period.

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

6.04.190 - Baby animals and fowl.

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

6.04.200 - Animals as commercial incentives.

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

6.04.210 - Animals in motor vehicles—Unlawful acts.

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

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

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

6.04.220 - Accidents injuring animals.

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

6.04.230 - Removal of deceased animals.

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

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

6.04.240 - Trapping restrictions for dogs and cats.

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

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

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

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

6.04.250 - Cruelty to animals—Intervention authorized.

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

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

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

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

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

6.04.270 - Chicken hens – Enclosure and other limitations.

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

1. The maximum number of chicken hens permitted shall be six (6).
2. No roosters shall be permitted, with the exception that roosters shall be permitted in the AG (urban agriculture) zoning district.
3. Only chicken hens shall be permitted. Chicken hens may be any breed or crossbreed of chicken. No hybrids will be allowed unless properly zoned, or a conditional use permit has been approved by the Planning and Zoning Commission.
4. Chicken hens shall be provided with a covered, fully enclosed and predator-resistant coop which is adequately ventilated, designed for easy access for cleaning, and shall consist of an enclosed area (may include the pen) of at least five (5) square feet per chicken hen. Chicken hens shall be protected from predators by being enclosed in the coop from dusk until dawn.
5. During daylight hours, the chicken hens shall have access to the coop/pen at all times. If the chicken hens are permitted outside of the coop/pen, then the area which they have access to must be secured, with a minimum of a six foot high privacy fence, and if necessary, wing feathers shall be clipped to prevent the birds from flying and escaping.

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

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

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

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

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

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

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

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

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

6.04.280 - Livestock restrictions.

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

6.04.290 – Poisonous/venomous prohibited.

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

6.04.300 – Vicious animals - indicia.

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

- a. Have bitten, attacked, endangered or inflicted injury on a human being on public or private property;
- b. Have injured or killed a domestic animal;
- c. Have interfered with delivery of mail by the United States Postal Service, or other delivery services as attested to by the delivery carrier or witnessed by authorities;
- d. Have followed or chased a person upon the streets, sidewalks, or any public grounds in a menacing fashion or with apparent attitude of attack.

6.04.301 – Vicious and Dangerous Animals – Limitations and Prohibitions.

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

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

6.04.302 Public Safety Measures

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

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

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

6.04.320 - Breaking into animal services shelter prohibited.

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

6.04.325 - Police canine exclusions, exemptions.

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

6.04.330 - Enforcement—Police department authority.

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

6.04.340 - Violation—Citation and notice to appear.

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

6.04.350 - Citation—Deemed complaint when—Disposition.

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

6.04.360 - Violation—Penalty.

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

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

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

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

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

This Ordinance shall become effective on March 12, 2019.

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

PASSED on 2nd reading the 5th day of February, 2019.

PASSED, APPROVED AND ADOPTED ON 3rd and final reading the 19th day of February, 2019.

10.A ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 3-19 AMENDED
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.

Councilmember Walsh presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Freel. Individuals addressing the Council were: Dennis Steensland, 533 S. Washington, requesting further information on the changes; Drina Niegisch, 2255 Crescent; in support of the changes; and Diana Deshno, 1022 N. Jefferson, asking if speeding or poor driving was causing accidents in this area. Councilmembers Walsh, Huber, Freel, and Hopkins spoke on the matter. Motion passed.

10.B ORDINANCE— SECOND READING

Following ordinance read:

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.

Councilmember Hopkins 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.C ORDINANCE— SECOND READING

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 second reading. Seconded by Councilmember Bates. No citizens addressed Council. Moved by Councilmember Freel, seconded by Councilmember Pacheco to amend the ordinance by striking the over-serving clause, replacing it with server training requirements, changing the fines for the offenses and adding suspension as punishment for the fourth offense. Moved by Councilmember Huber, seconded by Councilmember Johnson to amend the proposed amendment to set each fine “up to” the dollar amount proposed, to allow

judge discretion. Council discussed this amendment. A vote on the amendment to the amendment resulted in Councilmember Bates and Hopkins voting nay. Motion passed. Council then discussed the matter further. Motion to the amended amendment passed. Moved by Councilmember Freel, seconded by Councilmember Bates to amend the ordinance by adding owners/partners/etc. to the list of those as agents of the licensee or permit holder in the over-serving section. Council then discussed at length the matter of volunteers that serve at events or under special circumstances and the best manner to **ensure that they don't over-serve**. Councilmember Johnson voted nay on the motion, as amended twice. Motion passed.

11. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-24

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY SEWER SERVICE WITH MARK W. AND SUSAN E. KERNS.

RESOLUTION NO. 19-25

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ALTITUDE RECYCLING EQUIPMENT, LLC., FOR THE PROCUREMENT AND INSTALLATION OF BALING SYSTEM AT THE CASPER SOLID WASTE FACILITY PROJECT NO. 18-059.

RESOLUTION NO. 19-26

A RESOLUTION APPROVING AND ACCEPTING A PUBLIC SIDEWALK EASEMENT FROM NATRONA COUNTY SCHOOL DISTRICT NO. 1 FOR INSTALLATION OF A SIDEWALK OUTSIDE CITY OF CASPER RIGHT-OF-WAY.

RESOLUTION NO. 19-27

A RESOLUTION AUTHORIZING AN AGREEMENT WITH POLISHED CONCRETE OF WYOMING FOR THE CITY HALL LOBBY FLOORING PROJECT NO. 19-006.

RESOLUTION NO. 19-28

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTERN PLAINS LANDSCAPING, LLC, DBA 3 CORD CONSTRUCTION, FOR THE CASPER SOLID WASTE FACILITY LANDFILL COMPACTORS BUILDING, PROJECT NO. 18-074.

RESOLUTION NO. 19-29

A RESOLUTION AUTHORIZING THE EXECUTION OF AN M-54 UTILITY LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF A 1.25-INCH LOW PRESSURE SANITARY SEWER SERVICE LINE FOR 5700 SOUTH POPLAR STREET.

RESOLUTION NO. 19-30

A RESOLUTION AUTHORIZING A CONTRACT WITH POLICE FACILITY DESIGN GROUP, PA TO DESIGN AND DEVELOP BUILDING DESIGNS FOR A NEW CASPER POLICE DEPARTMENT HEADQUARTERS AND FIRE-EMS ADMINISTRATION & HEADQUARTERS STATION NO. 1.

Councilmember Johnson presented the foregoing seven (7) resolutions for adoption. Seconded by Councilmember Hopkins. Motion passed.

12. MINUTE ACTION—CONSENT

Moved by Councilmember Walsh, seconded by Councilmember Bates, to, by consent minute action, acknowledge the receipt of financial disclosure information from City Officials with public fund investment responsibility; authorize the purchase of one (1) new 2020 Mack tandem axle plow truck with salt sand spreader from CMI TECO, in the total amount of \$191,199; and authorize \$21,900 in health, social and community services cash funding to support the community promotions events, and authorize the City Manager to sign the agreements with each organization. Motion passed.

13. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmember Bates provided a brief update.

14. ADJOURN INTO EXECUTIVE SESSION

At 8:44 p.m., it was moved Councilmember Pacheco, seconded by Councilmember Freel, to adjourn into executive session to discuss litigation. Councilmember Johnson voted nay. Motion passed. Council moved into the Council meeting room. At 9:14 p.m., it was moved by Councilmember Johnson, seconded by Councilmember Lutz, to adjourn the executive session. Council returned to the Council Chambers.

15. ADJOURNMENT

At 9:15 p.m., it was moved by Councilmember Hopkins, seconded by Councilmember Walsh, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

COUNCIL PROCEEDINGS
Casper City Hall – Council Meeting Room
February 25, 2019

1. ROLL CALL

Casper City Council met in special session at 7:49 p.m., Tuesday, February 25, 2019. Present: Councilmembers Bates, Freel, Hopkins, Huber, Lutz, Pacheco, Walsh and Mayor Powell. Absent: Councilmember Johnson. Moved by Councilmember Walsh, seconded by Councilmember Huber, to, by minute action, excuse the absence of Councilmember Johnson. Motion passed.

2. ADJOURN INTO EXECUTIVE SESSION

At 7:50 p.m., it was moved Councilmember Pacheco, seconded by Councilmember Hopkins, to adjourn into executive session to discuss land acquisition and personnel. Motion passed. At 8:51 p.m., it was moved by Councilmember Walsh, seconded by Councilmember Freel, to adjourn the executive session.

3. ADJOURNMENT

At 8:52 p.m., it was moved by Councilmember Walsh, seconded by Councilmember Freel, to adjourn the special Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

A.M.B.I. & SHIPPING, INC.	19-01-592 POSTAGE	\$2.36
	Subtotal for Cost Center Council:	\$2.36
	19-01-587 POSTAGE	\$58.77
	Subtotal for Cost Center Engineering:	\$58.77
	19-01-590 JANUARY POSTAGE FOR MUSEUM	\$13.07
	Subtotal for Cost Center Fort Caspar:	\$13.07
	19-01-591 AMBI POSTAGE	\$163.58
	Subtotal for Cost Center Metro Animal:	\$163.58
	Vendor Subtotal:	\$237.78
ALTITUDE RECYCLING EQUIPMENT	RIN0029312 4% OF TOTAL INVOICE BALER & CO	\$188,940.00
	Subtotal for Cost Center Balefill:	\$188,940.00
	Vendor Subtotal:	\$188,940.00
AMERI-TECH EQUIPMENT CO.	20225 8 YD COMMERCIAL CONTAINERS	\$20,230.92
	104735-729 REFURBISH RECYCLE TRUCKS	\$10,597.66
	Subtotal for Cost Center Refuse Collection:	\$30,828.58
	Vendor Subtotal:	\$30,828.58
ANDREEN HUNT CONSTRUCTION, INC.	3982 RETAINAGE 16-051	-\$2,379.95
	Subtotal for Cost Center Capital Projects - Cemetery:	-\$2,379.95
	3982 #16-051 HIGHLAND PARK CEMETERY	\$23,799.50
	Subtotal for Cost Center Cemetery:	\$23,799.50
	Vendor Subtotal:	\$21,419.55
BIG WEST LANDSCAPING LLC	175 #18-058 HERITAGE HILLS RECLAMA	\$400.00
	Subtotal for Cost Center Engineering:	\$400.00
	Vendor Subtotal:	\$400.00

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

BLACK HILLS ENERGY	RIN0029301 LANDFILL FLARE OPERATIONS	\$15.75
	RIN0029301 LATE FEE	\$0.85
	Subtotal for Cost Center Balefill:	\$16.60
	RIN0029294 ENERGY HEAT	\$6,330.83
	Subtotal for Cost Center Water Treatment Plant:	\$6,330.83
	Vendor Subtotal:	\$6,347.43
BRASIEL, BROOKE	0032641089 UTILITY REFUND	\$11.79
	Subtotal for Cost Center Water:	\$11.79
	Vendor Subtotal:	\$11.79
CASPAR BUILDING SYSTEMS, INC.	RIN0029328 OTHER CONTRACTUAL	\$2,196.96
	Subtotal for Cost Center Balefill:	\$2,196.96
	F5-011 RETAINAGE	-\$94.05
	Subtotal for Cost Center Capital Projects - Fire:	-\$94.05
	F5-011 FIRE EMS STATION #5	\$59,082.79
	Subtotal for Cost Center Fire:	\$59,082.79
	Vendor Subtotal:	\$61,185.70
CASPER AREA TRANSPORTATION COALITION	2019-101 CATC SERVICES	\$35,593.59
	2019-102 BUS SERVICES	\$17,960.77
	2019-103 CITY CATC	\$34,935.70
	2019-104 CITY BUS	\$17,605.39
	Subtotal for Cost Center C.A.T.C.:	\$106,095.45
	Vendor Subtotal:	\$106,095.45
CASPER POLICE DEPARTMENT	RIN0029300 TOBACCO OPERATIONS	\$600.00
	Subtotal for Cost Center Police Grants:	\$600.00
	Vendor Subtotal:	\$600.00

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

CENTRAL WY. RESCUE MISSION	001 ORPHANED CAP FUNDING	\$25,060.01
	Subtotal for Cost Center Capital Projects - City Mgr:	\$25,060.01
	Vendor Subtotal:	<hr/> \$25,060.01
CENTURYLINK	RIN0029302 PHONE USE	\$46.79
	Subtotal for Cost Center Municipal Court:	\$46.79
	RIN0029318 PHONE USE	\$63.78
	Subtotal for Cost Center Sewer:	\$63.78
	Vendor Subtotal:	<hr/> \$110.57
CH2M HILL, INC.	701058CH003 WWTP MCC REPLACEMENT PROJ	\$6,915.21
	Subtotal for Cost Center Waste Water:	\$6,915.21
	Vendor Subtotal:	<hr/> \$6,915.21
CHILDREN'S ADVOCACY PROJECT, INC.	134 AGENCY FUNDING 77	\$20,000.00
	Subtotal for Cost Center Capital Projects - City Mgr:	\$20,000.00
	Vendor Subtotal:	<hr/> \$20,000.00
CIGNA HEALTH & LIFE INSURANCE COMPANY	2417526 PLAN ADMIN FEES	\$11,827.92
	Subtotal for Cost Center Health Insurance:	\$11,827.92
	Vendor Subtotal:	<hr/> \$11,827.92
CITY OF CASPER	5128/171642 JAN 19 CITY CATC FUEL CHARGES	\$5,499.95
	5128/171642 JAN 19 FTA CATC FUEL CHARGES	\$5,499.95
	5128/171641 JAN 19 CITY CATC WORKORDERS	\$3,579.05
	5128/171641 JAN 19 FTA CATC WORKORDERS	\$14,316.19
	Subtotal for Cost Center C.A.T.C.:	\$28,895.14
	5128/171937 MONTHLY GIS SERVICES	\$581.98
	5128/171937 MONTHLY GIS SERVICES	\$5,537.64
	Subtotal for Cost Center Metropolitan Planning:	\$6,119.62

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

Vendor Subtotal:	\$35,014.76
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CITY OF CASPER - BALEFILL

525/172082 SANITATION	\$20.58
525/171886 SANITATION	\$15.00

Subtotal for Cost Center Hogadon:	\$35.58
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2772/172057-085 SANITATION	\$8,845.97
2772/171888 SANITATION	\$4,768.19
2772/171980-027 SANITATION	\$14,819.40
2772/171856 SANITATION	\$4,937.24
2772/172132 BALEFILL	\$396.90
2772/172123 BALEFILL	\$4,722.62
172103 BALEFILL	\$4,526.43

Subtotal for Cost Center Refuse Collection:	\$43,016.75
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1276/172054 SANITATION	\$113.68
1276/171885 SANITATION	\$129.36
1276/172010 SANITATION	\$69.58
1276/172122 BALEFILL	\$84.77

Subtotal for Cost Center Waste Water:	\$397.39
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Vendor Subtotal:	\$43,449.72
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CIVIL ENGINEERING PROFESSIONALS, INC.

17-250-04 HIGHLAND CEMETERY EXPANSION -	\$1,485.00
17-250-03 HIGHLAND CEMETERY EXPANSION -	\$1,045.00

Subtotal for Cost Center Parks:	\$2,530.00
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17-045-14 CY BOOSTER STATION PROFESSIONA	\$2,038.48
17-045-14 CY BOOSTER STATION PROFESSIONA	\$1,004.02

Subtotal for Cost Center Water:	\$3,042.50
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Vendor Subtotal:	\$5,572.50
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COLLECTION CENTER INC.

974300000355 COLLECTION FEES	\$17.20
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Subtotal for Cost Center Code Enforcement:	\$17.20
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974300000355 COLLECTION FEES	\$14.98
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Subtotal for Cost Center Recreation:	\$14.98
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Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

972000000435 COLLECTION FEES	\$86.12
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Subtotal for Cost Center Refuse Collection:	\$86.12
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972000000435 COLLECTION FEES	\$65.45
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Subtotal for Cost Center Sewer:	\$65.45
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972000000435 COLLECTION FEES	\$192.91
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Subtotal for Cost Center Water:	\$192.91
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Vendor Subtotal:	\$376.66
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COMMUNICATION TECHNOLOGIES, INC.

84993 OTHER CONTRACTUAL	\$152.00
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Subtotal for Cost Center Refuse Collection:	\$152.00
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Vendor Subtotal:	\$152.00
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COMPUTER PROFESSIONALS UNLIMITED, INC.

INV112777 TECHNOLOGIES- VIDEO SERVER	\$7,843.00
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Subtotal for Cost Center Waste Water:	\$7,843.00
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Vendor Subtotal:	\$7,843.00
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COURT APPOINTED SPECIAL ADVOCATES OF NATRONA

RIN0029324 ORPHANED CAP FUNDING	\$2,300.72
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Subtotal for Cost Center Capital Projects - City Mgr:	\$2,300.72
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Vendor Subtotal:	\$2,300.72
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COWDIN CLEANING

201295 Jan Custodial - Service Center	\$952.00
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201295 Clean carpets Fire #3	\$136.00
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Subtotal for Cost Center Buildings & Structures:	\$1,088.00
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Vendor Subtotal:	\$1,088.00
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DELL MARKETING LP

10297165145 NEW SOFTWARE FOR COMPUTER	\$380.08
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Subtotal for Cost Center Golf Course:	\$380.08
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10297182817 COMPUTER SOFTWARE	\$380.08
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Subtotal for Cost Center Sewer:	\$380.08
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Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

Vendor Subtotal:	\$760.16
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DESERT MTN. CORP.	18-64747 ICE SLICER	\$5,247.53
	Subtotal for Cost Center Streets:	\$5,247.53

Vendor Subtotal:	\$5,247.53
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DPC INDUSTRIES, INC.	737000213-19 CHEMICAL - NAHYPO	\$6,974.35
	Subtotal for Cost Center Water Treatment Plant:	\$6,974.35

Vendor Subtotal:	\$6,974.35
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EDGE ENGINEERING GROUP LLC	1803-04 CONTRACTUAL POST CLOSURE COSTS	\$200.00
	Subtotal for Cost Center Balefill:	\$200.00

Vendor Subtotal:	\$200.00
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ELIJAH MOORE	71989322 PANT REIMBURSEMENT	\$78.71
	Subtotal for Cost Center Water:	\$78.71

Vendor Subtotal:	\$78.71
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ENGINEERING DESIGN ASSOCIATES	10732 Eng design-City Hall Chiller	\$625.00
	10731 Eng Design - Ash St. HVAC	\$1,437.50
	Subtotal for Cost Center Buildings & Structures:	\$2,062.50

Vendor Subtotal:	\$2,062.50
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ENVIRONMENTAL & CIVIL SOLUTIONS, LLC	5655 2018 ARTERIALS/COLLECTORS	\$999.10
	Subtotal for Cost Center Streets:	\$999.10

Vendor Subtotal:	\$999.10
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FAMILY JOURNEY CENTER	144 1% #15 FUNDING	\$636.41
	Subtotal for Cost Center Capital Projects - City Mgr:	\$636.41

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

Vendor Subtotal:	\$636.41
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FIRST DATA MERCHANT SVCS CORP.

REMI1379845 CC SERVICES	\$79.07
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Subtotal for Cost Center Cemetery:	\$79.07
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REMI1373208 CREDIT CARD CHARGES	\$822.32
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Subtotal for Cost Center Hogadon:	\$822.32
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REMI1379840 JANUARY 2019 SERVICES	\$42.80
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Subtotal for Cost Center Metro Animal:	\$42.80
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Vendor Subtotal:	\$944.19
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FIRST INTERSTATE BANK

RIN0029311 SERVICE RECOGNITION GIFT CARDS	\$101.00
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Subtotal for Cost Center Human Resources:	\$101.00
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Vendor Subtotal:	\$101.00
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FIRST INTERSTATE BANK - PETTY CASH

RIN0029314 PETTY CASH - COMM DEVELOPMENT	\$15.00
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Subtotal for Cost Center Code Enforcement:	\$15.00
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RIN0029314 PETTY CASH - COMM DEVELOPMENT	\$318.00
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RIN0029314 PETTY CASH - COMM DEVELOPMENT	\$11.27
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RIN0029314 PETTY CASH - COMM DEVELOPMENT	\$18.61
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RIN0029314 PETTY CASH - COMM DEVELOPMENT	\$29.13
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Subtotal for Cost Center Planning:	\$377.01
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Vendor Subtotal:	\$392.01
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GEOSYNTEC CONSULTANTS INC

33364827 #19-004 2019 CASPER REGIONAL	\$5,533.12
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Subtotal for Cost Center Balefill:	\$5,533.12
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Vendor Subtotal:	\$5,533.12
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GILES TRANSPORT, INC.

1902-17086 COMPACTOR TRANSPORT TO WY MAC	\$665.00
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Subtotal for Cost Center Balefill:	\$665.00
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Vendor Subtotal:	\$665.00
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Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

GLOBAL SPECTRUM L.P.	d1f4bb5921 COC EVENT TICKETS GARY ALLAN	\$29,117.72
	8564a1a826 ATM WITHDRAWN JAN 2019	\$3,060.00
	8564a1a826 ORDER CHARGES REQ JAN 2019	\$2,752.00
	Subtotal for Cost Center Casper Events Center:	\$34,929.72
	Vendor Subtotal:	\$34,929.72
GOLDER ASSOCIATES	537737 #18-043 BALEFILL EMP/ACM UPDAT	\$125.00
	537628 5-YEAR AIR EMISSIONS MON/REPOR	\$4,292.50
	537737 #18-043 BALEFILL EMP/ACM UPDAT	\$155.00
	Subtotal for Cost Center Balefill:	\$4,572.50
	537736 FIRST STREET REACH RESTORATION	\$8,972.50
	Subtotal for Cost Center Streets:	\$8,972.50
	Vendor Subtotal:	\$13,545.00
GOVERNMENTJOBS.COM	INV27004 ONBOARD SOFTWARE LISENCE	\$13,387.50
	Subtotal for Cost Center Human Resources:	\$13,387.50
	Vendor Subtotal:	\$13,387.50
HALL OF JUSTICE/DETENTION CTR JOINT PWRS BD	RIN0029330 DETENTION CENTER WATER HEATER	\$17,780.00
	Subtotal for Cost Center City Manager:	\$17,780.00
	Vendor Subtotal:	\$17,780.00
HOMAX OIL SALES, INC.	0446228-IN BULK FUEL	\$5,838.60
	Subtotal for Cost Center Hogadon:	\$5,838.60
	Vendor Subtotal:	\$5,838.60
HULL, DENISE	0032641091 UTILITY REFUND	\$46.75
	Subtotal for Cost Center Water:	\$46.75
	Vendor Subtotal:	\$46.75

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

INBERG-MILLER ENGINEERS	19093CM1.22 CONSTRUCTION MATERIALS TESTING	\$396.50
	19093CM02.22 CONSTRUCTION MATERIALS TESTING	\$314.50
	Subtotal for Cost Center Aquatics:	\$711.00
	Vendor Subtotal:	<u>\$711.00</u>
JENNIFER HENDERSON	RIN0029322 Jennifer Henderson Tuition	\$1,558.00
	Subtotal for Cost Center Fire:	\$1,558.00
	Vendor Subtotal:	<u>\$1,558.00</u>
JOHN K. GARLICK, JR.	2941 COURT APPOINTED ATTRNY PYMNT	\$226.47
	Subtotal for Cost Center Municipal Court:	\$226.47
	Vendor Subtotal:	<u>\$226.47</u>
KNIFE RIVER/JTL	186822 Rd Base for Alleys Other Cont	\$575.15
	186872 Rd Base for Alleys Other Cont	\$114.08
	Subtotal for Cost Center Refuse Collection:	\$689.23
	Vendor Subtotal:	<u>\$689.23</u>
KOBIE HOWELL	RIN0029182 TUITION	\$576.66
	Subtotal for Cost Center Refuse Collection:	\$576.66
	Vendor Subtotal:	<u>\$576.66</u>
LINCOLN NATL. LIFE INS. CO.	RIN0029310 BENEFITS PAYABLE/RETIREE LIFE	\$277.20
	Subtotal for Cost Center Health Insurance:	\$277.20
	Vendor Subtotal:	<u>\$277.20</u>
LISA'S SPIC N SPAN	391585 OTHER CONTRACTUAL	\$315.00
	Subtotal for Cost Center Balefill:	\$315.00

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

Vendor Subtotal:	\$315.00
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MOTHER SETON HOUSING, INC.

01.31-2019 ORPHANED CAP FUNDING	\$2,034.37
Subtotal for Cost Center Capital Projects - City Mgr:	\$2,034.37

Vendor Subtotal:	\$2,034.37
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MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

AR-66 FIBER COMMUNICATION LINE - FIR	\$26,798.50
Subtotal for Cost Center Fire:	\$26,798.50

Vendor Subtotal:	\$26,798.50
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MOUNTAIN WEST VALUATIONS LLC

16-19D APPRAISAL LOT 2,3 HIGHLAND PK	\$1,000.00
Subtotal for Cost Center Planning:	\$1,000.00

Vendor Subtotal:	\$1,000.00
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NATIONAL BENEFIT SERVICES

684113 PLAN ADMIN FEES	\$2,196.00
Subtotal for Cost Center Health Insurance:	\$2,196.00

Vendor Subtotal:	\$2,196.00
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NATIONAL INTERCOLLEGIATE RODEO ASSOCIATION

RIN0029327 CNFR SPONSORSHIP	\$18,500.00
Subtotal for Cost Center Council:	\$18,500.00

Vendor Subtotal:	\$18,500.00
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NATRONA COUNTY WEED & PEST CONTROL DISTRICT

0463V MOSQUITO FUND MATCH W/CTY	\$65,000.00
Subtotal for Cost Center Weed And Pest:	\$65,000.00

Vendor Subtotal:	\$65,000.00
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NICOLAYSEN ART MUSEUM

1 FY19 1%15 FUNDING	\$16,680.00
Subtotal for Cost Center Capital Projects - City Mgr:	\$16,680.00

Vendor Subtotal:	\$16,680.00
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Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

ONE CALL OF WY.

51013 JAN19 LOCATE TICKETS \$138.83

Subtotal for Cost Center Sewer: \$138.83

51013 JAN19 LOCATE TICKETS \$169.67

Subtotal for Cost Center Water: \$169.67

Vendor Subtotal: \$308.50

P-CARD VENDORS

00084022 SWIMOUTLET.COM - Purchase \$26.41

00084586 THE TONER DOCTOR - Purchase \$52.77

00084586 THE TONER DOCTOR - Purchase \$17.59

Subtotal for Cost Center Aquatics: \$96.77

00084270 UNITED 01626078812116 - Pur \$30.00

00084359 GRAINGER - Purchase \$1,556.40

00084374 INT IN CLEAN CLUB 307 - Purch \$2,150.00

00084410 GC BUILDING SUPPLY INC - Purch \$265.00

00084415 BAILEYS ACE HDWE - Purchase \$40.97

00084433 THE HOME DEPOT #6001 - Purchas \$11.59

00084438 AHERN RENTALS - Purchase \$7,508.28

00084447 AmeriGas - Purchase \$832.04

00084449 WYOMING MACHINERY CO - Purchas \$1,016.06

00084452 GRAINGER - Purchase \$74.00

00084453 CMI-TECO - Purchase \$118.88

00084457 CONOCO - R & J FOOD MA - Purch \$36.08

00084458 COCA COLA BOTTLING CO - Purcha \$23.25

00084480 OREILLY AUTO #2746 - Purchase \$13.85

00084488 ALLIANCE ELECTRIC LLC - Purcha \$424.13

00084494 AIRGAS CENTRAL - Purchase \$38.01

00084523 INT IN CK MECHANICAL, - Purch \$807.00

00084524 MENARDS CASPER WY - Purchase \$28.69

00084527 ALLIANCE ELECTRIC LLC - Purcha \$120.00

00084540 AHERN RENTALS INC - Purchase \$3,220.00

00084545 ALLIANCE ELECTRIC LLC - Purcha \$166.12

00084549 QED ENVIRONMENTAL SYST - Purch \$954.83

00084553 BAILEYS ACE HDWE - Purchase \$12.99

00084567 SHERWIN WILLIAMS 70343 - Purch \$270.96

00084587 AIRGAS CENTRAL - Purchase \$92.86

00084599 WYOMING MACHINERY CO - Purchas \$185.81

00084605 MENARDS CASPER WY - Purchase \$184.40

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

00084607 NORCO INC - Purchase	\$663.15
00084611 CASPER CONTRACTORS SUP - Purch	\$267.52
00084095 INT IN FLAG DESK, INC - Purch	\$416.50
00084030 UNITED 01626076373880 - Pur	\$30.00
Subtotal for Cost Center Balefill:	\$21,559.37
00084143 CASPER FIRE EXTINGUISH - Purch	\$110.50
00084159 BLOEDORN LUMBER CASPER - Purch	\$281.10
00084161 FERGUSON ENT #3069 - Purchase	\$24.19
00084194 MENARDS CASPER WY - Purchase	\$127.76
00084235 MENARDS CASPER WY - Purchase	\$19.74
00084262 NORCO INC - Purchase	\$153.42
00084269 HUB FLOOR COVERING INC - Purch	\$1,473.92
00084280 CRUM ELECTRIC SUPPLY C - Purch	\$6.72
00084289 WOODWORKERS SUPPLY, I - Purcha	\$117.14
00084313 BLOEDORN LUMBER CASPER - Purch	\$201.60
00084367 BEARING BELTCHAIN00244 - Purch	\$19.98
00084370 WESLEY YARBOROUGH - Purchase	\$825.00
00084375 BAILEYS ACE HDWE - Purchase	\$13.18
00084385 0970 CED - Purchase	\$84.63
00084424 WESLEY YARBOROUGH - Purchase	\$2,904.50
00084439 BLOEDORN LUMBER CASPER - Purch	\$110.88
00084444 BLOEDORN LUMBER CASPER - Purch	\$3.86
00084448 SHEET METAL SPECIALTIE - Purch	\$18.76
00084456 CASPER WINNELSON CO - Purchase	\$190.00
00084477 HUB FLOOR COVERING INC - Purch	\$202.51
00084498 BLOEDORN LUMBER CASPER - Purch	\$22.16
00084499 BUSH-WELLS SPORTING GO - Purch	\$20.00
00084504 BLOEDORN LUMBER CASPER - Purch	\$12.27
00084522 ACTION GLASS INC. - Purchase	\$210.61
00084542 MENARDS CASPER WY - Purchase	\$22.68
00084561 CASPER WINNELSON CO - Purchase	\$128.11
00084575 FERGUSON ENT #3069 - Purchase	\$16.73
00084585 CASPER WINNELSON CO - Purchase	\$24.58
00084589 WATERWORKS IND 2697 - Purchase	\$363.94
00084609 CASPER WINNELSON CO - Purchase	\$96.92
00084622 GRAINGER - Purchase	\$29.15
00084648 0970 CED - Purchase	\$67.34
00084657 GRAINGER - Purchase	\$40.00
00084659 CASPER WINNELSON CO - Purchase	\$4.10
00084051 OCONNOR COMPANY - Credit	-\$3,710.00
00084106 NORCO INC - Purchase	\$468.56
00084112 NORCO INC - Purchase	\$72.30

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

00084124 SHERWIN WILLIAMS 70343 - Purch	\$120.84
00084127 BLOEDORN LUMBER CASPER - Purch	\$6.29
00084129 SAMS CLUB #6425 - Purchase	\$86.82
00084140 MENARDS CASPER WY - Purchase	\$54.99
00082956 IMLSS COLORADO - Purchase	\$108.55
00083378 REXEL 3212 - Purchase	\$89.76
00082132 VZWRLSS MY VZ VB P - Purchase	\$103.28
00082643 VZWRLSS MY VZ VB P - Purchase	\$80.06
00083943 SQ SQ ATLANTIC ELECT - Purch	\$150.00
00083949 SQ SQ ATLANTIC ELECT - Purch	\$347.28
00083975 GEORGE T SANDERS 20 - Purchase	\$146.50
00084295 GRAINGER - Purchase	\$154.80
00084301 BLOEDORN LUMBER CASPER - Purch	\$14.39
00084230 BLOEDORN LUMBER CASPER - Purch	\$32.49
Subtotal for Cost Center Buildings & Structures:	\$6,274.89
00084505 HILTON GARDEN INN - Purchase	\$100.00
00084764 VZWRLSS IVR VB - Purchase	\$40.01
Subtotal for Cost Center Cemetery:	\$140.01
00084797 TOP OFFICE PRODUCTS IN - Purch	\$148.71
00084919 THOMSON WEST TCD - Purchase	\$140.43
00084933 THOMSON WEST TCD - Purchase	\$1,294.85
00084277 VCN NATRONAREALESTATEC - Purch	\$14.50
Subtotal for Cost Center City Attorney:	\$1,598.49
00084758 ATLAS OFFICE PRODUCTS - Purcha	\$189.14
Subtotal for Cost Center City Clerk:	\$189.14
00084894 VZWRLSS IVR VB - Purchase	\$80.02
00084955 SAMS CLUB #6425 - Purchase	\$106.88
00084254 NETWORK FLEET. INC. - Purchase	\$227.40
00084380 AMERICAN ASSOC OF CODE - Purch	\$75.00
00084402 AMERICAN ASSOC OF CODE - Purch	\$75.00
00084417 AMERICAN ASSOC OF CODE - Purch	\$75.00
00082688 VZWRLSS MY VZ VB P - Purchase	\$49.52
Subtotal for Cost Center Code Enforcement:	\$688.82
00084304 MEDICAL PRIORITY CONSU - Purch	\$196.00
00084376 SOURCE OFFICE - VITAL - Purcha	\$291.51
Subtotal for Cost Center Communications Center:	\$487.51
00082132 VZWRLSS MY VZ VB P - Purchase	\$259.55

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

00082643 VZWRLSS MY VZ VB P - Purchase	\$259.55
00082659 CASPER STAR TRIBUNE - Purchase	\$123.36
00082806 CASPER STAR TRIBUNE - Purchase	\$1,609.00
Subtotal for Cost Center Council:	\$2,251.46
00084478 XEROX CORPORATION/RBO - Purcha	\$35.42
00084536 XEROX CORPORATION/RBO - Purcha	\$168.79
Subtotal for Cost Center Engineering:	\$204.21
00084224 WM SUPERCENTER #1617 - Purchas	\$14.70
00084226 MENARDS CASPER WY - Purchase	\$19.97
00082688 VZWRLSS MY VZ VB P - Purchase	\$24.76
00084329 ATLAS OFFICE PRODUCTS - Purcha	\$25.12
00079410 BEST BUY 00015271 - Purch	\$49.99
Subtotal for Cost Center Finance:	\$134.54
00084345 AMZN Mktp US MIOXY1C00 - Purch	\$64.74
00084346 TRACTOR SUPPLY CO #199 - Purch	\$10.43
00084028 WPSG, INC - Purchase	\$69.48
00084341 WPSG, INC - Purchase	\$69.48
00084360 BARGREEN WYOMING 25 - Purchase	\$1,105.95
00084369 SAMS CLUB #6425 - Purchase	\$1,066.72
00084391 WM SUPERCENTER #3778 - Purchas	\$8.58
00084431 SAMS CLUB #6425 - Purchase	\$53.40
00084445 WAL-MART #1617 - Purchase	\$4.10
00084475 JCPENNEY.COM - Purchase	\$226.74
00084632 ARCHITECTURALGLAZINGCO - Purch	\$530.00
00084672 INT IN FIRED UP RESCU - Purch	\$259.06
00084682 INT IN WORLDWASH LLC - Purcha	\$550.00
00084698 NORCO INC - Purchase	\$3,244.83
00084739 EXXONMOBIL 47626544 - Purch	\$43.60
00084772 HOBBY-LOBBY #0233 - Purchase	\$83.99
00084805 EXXONMOBIL 47626544 - Purch	\$19.79
00084364 EXXONMOBIL 47626544 - Purch	\$43.78
00084383 AMERIGAS PRODUCT - Purchas	\$2,511.76
00084393 AMZN Mktp US MB5LJ9KJ2 - Purch	\$192.70
00084403 SQ SQ PIECE-A-CAKE L - Purch	\$85.00
00084409 AMZN Mktp US MI3ZV8FY1 - Purch	\$81.94
00084412 DEPARTMENT OF FIRE PRE - Purch	\$63.47
00084418 WAL-MART #3778 - Purchase	\$30.16
00084435 VZWRLSS MY VZ VB P - Purchase	\$120.03
00084459 COMTRONIX - Purchase	\$152.85
00084464 BARGREEN WYOMING 25 - Purchase	\$221.39

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

00084466 VZWRLSS MY VZ VB P - Purchase	\$1,904.11
00084482 NORCO INC - Purchase	\$588.50
00083351 EXXONMOBIL 47626544 - Purch	\$76.22
00084097 WYOMING WOOD N WORKS - Purcha	\$750.00
00084154 EXXONMOBIL 47626544 - Purch	\$34.70
00084164 STOTZ EQUIP CASPER 010 - Purch	\$96.05
00082620 SUSTAINABLESUPPLY.COM - Purcha	\$428.79
00082706 BEST BUY 00015271 - Purch	\$240.97
00082843 EXXONMOBIL 47626544 - Purch	\$68.84
00082998 EXXONMOBIL 47626544 - Purch	\$70.60
00083527 EXXONMOBIL 47626544 - Purch	\$31.18
00083689 THE HOME DEPOT 6001 - Purchase	\$88.53
00083704 THE HOME DEPOT #6001 - Purchas	\$125.56
00083730 EXXONMOBIL 47626544 - Purch	\$37.63
00083810 LOAF N JUG #0106 Q81 - Purch	\$11.29
00083970 EXXONMOBIL 47626544 - Purch	\$42.40
00084054 WAL-MART #3778 - Purchase	\$40.88
Subtotal for Cost Center Fire:	\$15,550.22
00083900 B & B RUBBER STAMP SHO - Purch	\$19.95
00083910 B & B RUBBER STAMP SHO - Purch	\$33.75
00083931 CAPITAL BUSINESS SYSTE - Purch	\$39.00
00083988 CASPER TIRE 0000705 - Purchase	\$847.50
00083998 VCN NATRONACOTITLESCTR - Purch	\$32.50
00084045 RRC COLLISION CENTER - Purchas	\$1,756.48
00084062 INT IN FIBERGLASS & M - Purch	\$811.00
00084078 SNOW MACHINES INC - Purchase	\$376.64
00084096 VCN WYDOTIFTAIRP - Purchase	\$21.50
00084147 INT IN NUTECH SPECIAL - Purch	\$85.22
00084150 KELLYS ALIGNMENT AND B - Purch	\$65.00
00084186 SQU SQ MAD TRANSPORTA - Purch	\$125.00
00084221 ALSCO INC. - Purchase	\$793.10
00084236 ATLAS OFFICE PRODUCTS - Purcha	\$100.97
00084254 NETWORK FLEET. INC. - Purchase	\$18.95
00084487 CASPER FORD LINCOLN - Purchase	\$606.16
00084491 ATLAS OFFICE PRODUCTS - Purcha	\$32.21
00084507 RRC COLLISION CENTER - Purchas	\$8,590.00
00084529 SAMSClub #6425 - Purchase	\$156.28
00081717 NORCO INC SCRUBBS COM - Purcha	\$178.97
00082583 CPU IIT - Purchase	\$88.40
00083058 CASPER FORD LINCOLN - Purchase	\$2,321.25
00083792 SYN-TECH SYSTEMS - Purchase	\$641.00
00083836 E&F HOLDING CO. - Purchase	\$75.00

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

00083851 E&F HOLDING CO. - Purchase	\$100.00
00083863 SQ SQ NORTHERN LIGHT - Purch	\$530.00
00083868 E&F HOLDING CO. - Purchase	\$250.00
00082688 VZWRLSS MY VZ VB P - Purchase	\$24.76
Subtotal for Cost Center Fleet Maintenance:	\$18,720.59
00083928 CPU IIT - Purchase	\$298.00
00084065 HOBBY-LOBBY #0233 - Purchase	\$15.58
00084111 FEDEXOFFICE 00009423 - Purch	\$161.50
00084427 PAYPAL MOUNTAINPLA - Purchase	\$200.00
00084511 ATLAS OFFICE PRODUCTS - Purcha	\$22.01
Subtotal for Cost Center Fort Caspar:	\$697.09
00084495 CASPER FIRE EXTINGUISH - Purch	\$71.25
00084495 CASPER FIRE EXTINGUISH - Purch	\$100.00
00084201 PARTY AMERICA CASPER # - Purch	\$22.97
Subtotal for Cost Center Golf Course:	\$194.22
00084329 ATLAS OFFICE PRODUCTS - Purcha	\$25.12
Subtotal for Cost Center Health Insurance:	\$25.12
00084358 STAPLES 00114181 - Purch	\$51.45
00084556 TOWNSQ MEDIA CASPER - Purchase	\$1,504.00
00084557 BRECK MEDIA GROUP - Purchase	\$524.00
00084634 THE HOME DEPOT #6001 - Purchas	\$48.88
00084683 MOUNTAIN WEST TECHNOLO - Purch	\$49.95
00084687 GRAINGER - Purchase	\$45.32
00084696 CONOCO - HOMAX OIL SAL - Purch	\$44.99
00084717 SQ SQ GLOBAL SPECTRU - Purch	\$1,480.00
00084723 ENERGY LABORATORIES - Purchase	\$44.00
00083690 ALPINE MOTOR SPORTS - Purchase	\$5,349.99
Subtotal for Cost Center Hogadon:	\$9,142.58
00084595 INTUIT IN PEDENS INC - Purch	\$30.00
00084705 ATLAS OFFICE PRODUCTS - Purcha	\$60.81
00084718 DOUGH ENTERPRISES LLC - Purcha	\$5.25
00084823 INT IN POWDER RIVER S - Purch	\$80.00
00084255 ATLAS OFFICE PRODUCTS - Purcha	\$21.52
00084278 NMI NATIONWIDE - Purchase	\$50.00
00084428 AMZ Smallwood Home, - Purchase	\$22.50
00084558 AMZ Smallwood Home, - Credit	-\$22.50
00084620 BULLWHIP SAUSAGE INC - Purchas	\$2,505.56
00084555 STERLING BACKCHECK - Purchase	\$876.92

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

00084329 ATLAS OFFICE PRODUCTS - Purcha	\$25.12
00084344 B & B RUBBER STAMP SHO - Purch	\$42.95
00084483 AMBI MAIL AND MARKETIN - Purch	\$34.73
00084204 VCN NATRONAREALESTATEC - Purch	\$20.50
Subtotal for Cost Center Human Resources:	\$3,753.36
00084646 SAMSCLUB #6425 - Purchase	\$20.48
00084727 SAMSCLUB.COM - Purchase	\$253.93
00084311 TOWNSQ MEDIA CASPER - Purchase	\$500.00
00084326 SNOW CREST CHEMICALS - Purchas	\$360.00
00084340 CASPER FIRE EXTINGUISH - Purch	\$117.00
00084389 SAMS CLUB #6425 - Purchase	\$9.90
00084430 MACYS CASPER - Purchase	\$30.00
00084462 GIH GLOBALINDUSTRIALEQ - Purch	\$52.43
00084497 SAMSCLUB.COM - Purchase	\$493.81
00084521 FARMER BROTHERS COFFEE - Purch	\$129.38
00084627 ALBERTSONS #0062 - Purchase	\$14.43
Subtotal for Cost Center Ice Arena:	\$1,981.36
00084531 ACT Active Events Reg - Purcha	\$950.00
00084307 CPU IIT - Purchase	\$59.96
00084330 WAV WYOMING GEOSPATIA - Purcha	\$25.00
Subtotal for Cost Center Information Services:	\$1,034.96
00084731 COMTRONIX - Purchase	\$183.00
00084801 COCA COLA BOTTLING CO - Purcha	\$15.50
00084844 HOTSYS EQUIPMENT OF WYO - Purch	\$390.00
00085061 NOLAND FEED - Purchase	\$369.80
00084509 NORCO INC - Purchase	\$132.73
00084514 DECKER AUTO GLASS - Purchase	\$82.95
00084254 NETWORK FLEET. INC. - Purchase	\$151.60
00084310 DATAMARS - Purchase	\$4,309.35
Subtotal for Cost Center Metro Animal:	\$5,634.93
00084227 BEST BUY 00015271 - Purch	\$99.52
00084227 BEST BUY 00015271 - Purch	\$10.46
00084348 INT IN EXPRESS PRINTI - Purch	\$34.39
00084348 INT IN EXPRESS PRINTI - Purch	\$3.61
Subtotal for Cost Center Metropolitan Planning:	\$147.98
00082948 WYOMING STATE BAR - Purchase	\$75.00
00083116 HOBBY-LOBBY #0233 - Purchase	\$37.78
00083142 STAPLES 00114181 - Purch	\$199.34

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

Subtotal for Cost Center Municipal Court: \$312.12

00084422 HYATT PLACE BALTIMORE - Purcha	\$146.91
00084440 CPU IIT - Purchase	\$190.00
00084528 MURPHY EXPRESS 8732 - Purchase	\$26.77
00084238 BAILEYS ACE HDWE - Purchase	\$9.99
00084254 NETWORK FLEET. INC. - Purchase	\$143.92
00084256 THE HOME DEPOT #6001 - Purchas	\$11.97
00084279 THE HOME DEPOT #6001 - Purchas	\$10.60
00084505 HILTON GARDEN INN - Purchase	\$935.88
00084543 MARRIOTT WATERFRONT - Purchase	\$251.80
00084581 SQ SQ VENTURE TECHNO - Purch	\$454.95
00084626 CPS DISTRIBUTORS INC C - Purch	\$85.57
00084783 CPS DISTRIBUTORS INC M - Purch	\$86.59
00084339 CASPER STAR TRIBUNE - Purchase	\$498.52
00082688 VZWRLSS MY VZ VB P - Purchase	\$153.47
00084210 HOSE & RUBBER SUPPLY C - Purch	\$8.16
00084218 AMZN MKTP US MB9P19Q72 - Purch	\$59.96
00084246 THE HOME DEPOT #6001 - Purchas	\$79.00
00084332 MENARDS CASPER WY - Purchase	\$53.46

Subtotal for Cost Center Parks: \$3,207.52

00084668 CASPER STAR TRIBUNE - Purchase	\$211.48
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Subtotal for Cost Center Perpetual Care: \$211.48

00085058 CASPER STAR TRIBUNE - Purchase	\$60.44
00084548 CASPER STAR TRIBUNE - Purchase	\$74.40
00084398 SQUARE SQ WYOPA - Purch	\$512.33

Subtotal for Cost Center Planning: \$647.17

00084155 SUBWAY 00040600 - Purch	\$10.40
00084166 CHEVRON 0305802 - Purchase	\$23.31
00084177 TEXAS ROADHOUSE #2419 - Purcha	\$27.69
00084199 BOWMAN'S - Purchase	\$9.06
00084200 HOTELS.COM155510791142 - Purch	\$147.09
00084241 HAMPTON INN & SUITES - Purchas	\$522.75
00084250 ARBY'S 5008022 - Purchase	\$9.95
00084253 WEST END SINCLAIR - Purchase	\$13.00
00084267 FBI LEEDA INC - Purchase	\$50.00
00084017 HABIT-FARMINGTON #7Q91 - Purch	\$11.73
00084024 R&R BBQ - FARMINGTON - Purchas	\$18.85
00084081 BC CHICKEN ILLC - Purchase	\$11.76
00084123 CHICK-FIL-A #03538 - Purchase	\$7.97

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

00084133 WENDYS 6106 - Purchase	\$10.67
00084138 TACO TIME - Purchase	\$11.02
00083950 CHEVRON 0208171 - Purchase	\$4.08
00083964 CHEVRON 0208171 - Purchase	\$23.21
00083990 LOAF N JUG #0124 Q81 - Purch	\$17.05
00084283 LABELCITY - Purchase	\$31.77
00084284 HARBOR FREIGHT TOOLS 3 - Purch	\$20.47
00084286 HOTELS.COM155590373719 - Purch	\$14.62
00084292 TLO TRANSUNION - Purchase	\$111.60
00084294 SOURCE OFFICE - VITAL - Purcha	\$1,038.63
00084298 LAW ENFORCEMENT SEMINA - Purch	\$350.00
00084302 INT IN JERRY POST, PS - Purch	\$800.00
00084303 BUDGET.COM PREPAY RESE - Purch	\$67.25
00084305 SOURCE OFFICE - VITAL - Purcha	\$451.29
00084308 HOTELS.COM155627369803 - Purch	\$137.83
00084312 GALLS - Purchase	\$980.00
00084315 PROGRESSIVE BUSINESS P - Purch	\$159.00
00084318 UNITED 01624370810543 - Pur	\$854.50
00084323 IACP - Purchase	\$190.00
00084331 UNITED 01624370878664 - Pur	\$10.00
00084347 HOTELS.COM155626096710 - Purch	\$366.27
00084362 PAYPAL REEVESCOMPA - Purchase	\$72.20
00084366 HERTZ RENT-A-CAR - Purchase	\$138.10
00084377 E&F HOLDING CO. - Purchase	\$60.00
00084394 ALL CREATURES VETERINA - Purch	\$107.00
00084413 DOLAN CONSULTING GROUP - Purch	\$195.00
00084419 AMZN Mktp US MB0LB1KI2 - Purch	\$71.44
00084472 MAGLITE RETAIL - Purchase	\$842.04
00084476 R & R REST STOPS - Purchase	\$156.92
00084481 BEARING BELTCHAIN00244 - Purch	\$21.15
00084501 NASRO - Purchase	\$500.00
00084513 HARVARD/FIRST VET/EXPE - Purch	\$148.74
00084539 VZWRLSS IVR VB - Purchase	\$699.43
00084293 PILOT 00007591 - Purch	\$22.58
Subtotal for Cost Center Police:	\$9,547.42
00084771 URGENT CARE OF CASPER - Purcha	\$1,635.00
00084486 CASPER WINNELSON CO - Purchase	\$55.73
00084757 URGENT CARE OF CASPER - Purcha	\$285.00
00084128 NORCO INC - Purchase	\$52.70
00084329 ATLAS OFFICE PRODUCTS - Purcha	\$79.12
00084490 AMBI MAIL AND MARKETIN - Purch	\$22.51
Subtotal for Cost Center Property & Liability Insurance:	\$2,130.06

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

00084836 CASPER FIRE EXTINGUISH - Purch	\$159.97
00084568 S&S WORLDWIDE, INC. - Purchase	\$412.34
00084671 REVDANCE/TENTH HOUSE - Credit	-\$42.99
00084583 PP MDFURNITURE - Purchase	\$280.00
00084586 THE TONER DOCTOR - Purchase	\$52.77
00084586 THE TONER DOCTOR - Purchase	\$52.77
00084699 SAMSClub #6425 - Purchase	\$131.70
Subtotal for Cost Center Recreation:	\$1,046.56
00084291 LOVE S COUNTRY00002204 - Purch	\$29.46
00084309 CMI-TECO - Purchase	\$44.45
00084320 HOSE & RUBBER SUPPLY C - Purch	\$95.86
00084335 BEARING BELTCHAIN00244 - Purch	\$44.64
00084352 URGENT CARE OF CASPER - Purcha	\$90.00
00084363 CMI-TECO - Purchase	\$1,079.29
00084254 NETWORK FLEET. INC. - Purchase	\$623.40
00084368 CMI-TECO - Purchase	\$1,846.83
00084371 CMI-TECO - Purchase	\$404.07
00084373 CMI-TECO - Purchase	\$430.32
00084379 INT IN C & C SUPPLY D - Purch	\$156.83
00084386 CMI-TECO - Purchase	\$1,698.99
00084387 SKILLPATH / NATIONAL - Purchas	\$215.90
00084390 CMI-TECO - Purchase	\$1,867.93
00084400 CMI-TECO - Purchase	\$149.18
00084401 CMI-TECO - Purchase	\$3,790.47
00084404 CMI-TECO - Purchase	\$8,579.02
00084416 CMI-TECO - Purchase	\$384.71
00084420 CMI-TECO - Purchase	\$1,045.87
00084421 CMI-TECO - Purchase	\$128.34
00084423 CMI-TECO - Purchase	\$2,519.28
00084455 BEST WESTERN FIRESTONE - Purch	\$391.36
00084467 SAMSClub #6425 - Purchase	\$77.44
00084493 WYOMING STEEL, RECYC - Purchas	\$5,106.00
00084506 MENARDS CASPER WY - Purchase	\$151.59
00084552 BEARING BELTCHAIN00244 - Purch	\$77.99
00084566 THE HOME DEPOT #6001 - Purchas	\$25.91
00084577 SKILLPATH / NATIONAL - Credit	-\$9.95
00084588 MENARDS CASPER WY - Purchase	\$138.12
00084591 BAILEYS ACE HDWE - Purchase	\$80.06
00084592 JACKS TRUCK AND EQUIPM - Purch	\$54.76
00084610 CASPER CONTRACTORS SUP - Purch	\$84.32
00084249 CASPER TIRE 0000705 - Purchase	\$35.00

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

00084182 FACEBK RF452K6KH2 - Purchase	\$20.75
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Subtotal for Cost Center Refuse Collection:	\$31,458.19
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00084639 SAMSClub #6425 - Purchase	\$96.94
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00084660 FASTENAL COMPANY01 - Purchase	\$38.31
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00084661 NORCO INC - Purchase	\$105.86
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00084674 CONOCO - HOMAX OIL SAL - Purch	\$113.75
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00084694 HOSE & RUBBER SUPPLY C - Purch	\$78.42
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00084695 NORCO INC - Purchase	\$673.51
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00084709 FASTENAL COMPANY01 - Purchase	\$36.49
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00084715 NORCO INC - Purchase	\$9.57
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00084720 TRACTOR SUPPLY CO #199 - Purch	\$24.97
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00084722 FASTENAL COMPANY01 - Credit	-\$38.31
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00084744 MURDOCHS RANCH &HOME # - Purch	\$22.12
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00084747 MENARDS CASPER WY - Purchase	\$8.00
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00084768 WHITES MARINE CENTER 7 - Purch	\$17.55
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00084804 WYOMING STEEL, RECYC - Purchas	\$11.50
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00084852 BAILEYS ACE HDWE - Purchase	\$4.47
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00084382 UW CASHIER OFFICE - Purchase	\$455.00
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00084397 BAILEYS ACE HDWE - Purchase	\$6.75
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00084469 HOSE & RUBBER SUPPLY C - Purch	\$152.60
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00084550 REXEL 3212 - Purchase	\$860.20
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00084254 NETWORK FLEET. INC. - Purchase	\$56.85
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00084572 CASPER STAR TRIBUNE - Purchase	\$239.01
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00082688 VZWRLSS MY VZ VB P - Purchase	\$24.76
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Subtotal for Cost Center Sewer:	\$2,998.32
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00084461 TOP OFFICE PRODUCTS IN - Purch	\$99.81
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00084254 NETWORK FLEET. INC. - Purchase	\$511.65
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00084551 REAR VIEW SAFETY - Purchase	\$154.99
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00084563 POTTERS FLEX O LITE - Purchase	\$1,168.00
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00084584 MENARDS CASPER WY - Purchase	\$94.95
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00084624 THE HOME DEPOT #6001 - Purchas	\$15.90
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00084629 CASPER STAR TRIBUNE - Purchase	\$223.12
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00084636 UW CASHIER OFFICE - Purchase	\$130.00
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00084707 MENARDS CASPER WY - Purchase	\$38.87
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00084327 CASPER STAR TRIBUNE - Purchase	\$470.08
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00082688 VZWRLSS MY VZ VB P - Purchase	\$24.76
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00084454 SONNYS RV SALES - Purchase	\$92.34
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00084517 MENARDS CASPER WY - Purchase	\$9.66
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00084519 LYLE SIGNS - Purchase	\$508.26
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00084535 VZWRLSS IVR VB - Purchase	\$40.01
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Subtotal for Cost Center Streets:	\$3,582.40
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Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

00084593 PARTMASTER - Purchase	\$449.07
00084661 NORCO INC - Purchase	\$105.85
00084666 WEAR PARTS INC - Purchase	\$118.23
00084680 AMERIGAS PRODUCT - Purchas	\$1,435.29
00084684 RESPOND FIRST AID OF W - Purch	\$59.00
00084695 NORCO INC - Purchase	\$673.51
00084720 TRACTOR SUPPLY CO #199 - Purch	\$24.97
00084730 BLOEDORN LUMBER CASPER - Purch	\$224.99
00084743 GRAINGER - Purchase	\$102.50
00084747 MENARDS CASPER WY - Purchase	\$7.99
00084761 MOTION INDUSTRIES WY54 - Purch	\$151.55
00084763 PACE ANALYTICAL SERVIC - Purch	\$1,974.00
00084781 MOTION INDUSTRIES WY54 - Purch	\$225.29
00084786 GRAINGER - Purchase	\$38.92
00084804 WYOMING STEEL, RECYC - Purchas	\$11.51
00084808 GRAINGER - Purchase	\$21.98
00084851 BEARING BELTCHAIN00244 - Purch	\$83.98
00084866 PURVIS INDUSTRIES 67 - Purchas	\$17.22
00084875 CASPER WINNELSON CO - Purchase	\$41.68
00084572 CASPER STAR TRIBUNE - Purchase	\$239.00
00084259 ALSCO INC. - Purchase	\$559.00
00084361 CASPER WINNELSON CO - Purchase	\$72.40
00084372 NCL OF WISCONSIN INC - Purchas	\$84.98
00084426 TFS FISHER SCI ATL - Purchase	\$477.00
00084468 CONOCO - HOMAX OIL SAL - Purch	\$123.00
00084525 CASPER CONTRACTORS SUP - Purch	\$244.65
00084538 GRAINGER - Purchase	\$12.06
00084544 TFS FISHER SCI ATL - Purchase	\$21.37
00084546 CASPER WINNELSON CO - Purchase	\$9.98
00084571 BEARING BELTCHAIN00244 - Purch	\$139.94
00084602 USPS PO 5715580478 - Purchase	\$8.20
00084608 BEARING BELTCHAIN00244 - Purch	\$13.99
00082688 VZWRLSS MY VZ VB P - Purchase	\$24.76
00084182 FACEBK RF452K6KH2 - Purchase	\$10.48
Subtotal for Cost Center Waste Water:	\$7,808.34
00084643 URGENT CARE OF CASPER - Purcha	\$80.00
00084647 FASTENAL COMPANY01 - Purchase	\$116.47
00084655 CRUM ELECTRIC SUPPLY C - Purch	\$31.17
00084669 71 SOIL AND STONE - Purchase	\$3,959.00
00084670 BEARING BELTCHAIN00244 - Purch	\$17.99
00084676 ENERGY LABORATORIES, I - Purch	\$27.00

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

00084686 ENERGY LABORATORIES, I - Purch	\$374.00
00084700 BAVCO - Purchase	\$35.20
00084704 SUTHERLANDS 2219 - Purchase	\$15.97
00084734 SIX ROBBLEES NO 19 - Purchase	\$23.40
00084738 MENARDS CASPER WY - Purchase	\$15.86
00084748 71 SOIL AND STONE - Purchase	\$459.30
00084749 SUTHERLANDS 2219 - Purchase	\$7.99
00084751 RMI WYOMING INC - Purchase	\$156.28
00084766 BEST BUY 00015271 - Credi	-\$2.75
00084798 WATERWORKS IND 2697 - Purchase	\$312.68
00084809 BEST BUY 00015271 - Purch	\$27.71
00084254 NETWORK FLEET. INC. - Purchase	\$170.55
00084559 MSPS - Purchase	\$10,276.79
00084356 MPI WAREHOUSE CO INC - Purchas	\$33.35
00084437 PIZZA HUT 035955 - Purchase	\$60.94
00084441 AHERN RENTALS INC - Purchase	\$68.60
00084442 BAVCO - Purchase	\$112.00
00084473 ENERGY LABORATORIES, I - Purch	\$374.00
00084474 SUTHERLANDS 2219 - Purchase	\$49.49
00084496 ATLAS OFFICE PRODUCTS - Purcha	\$97.74
00084516 SUTHERLANDS 2219 - Purchase	\$21.39
00084520 SQ SQ EXPRESS OVER H - Purch	\$520.00
00084534 HOWARD SUPPLY COMPANY - Purcha	\$27.60
00084565 BEST BUY 00015271 - Purch	\$1,258.98
00084574 TOP OFFICE PRODUCTS IN - Purch	\$199.23
00084580 VZWRLSS IVR VB - Purchase	\$206.48
00084596 CRUM ELECTRIC SUPPLY C - Purch	\$32.08
00084597 WEAR PARTS INC - Purchase	\$84.86
00084612 WEAR PARTS INC - Purchase	\$37.13
00082688 VZWRLSS MY VZ VB P - Purchase	\$75.90
Subtotal for Cost Center Water:	\$19,364.38
00084677 0970 CED - Purchase	\$57.00
00084713 COASTAL CHEMICAL CO LL - Purch	\$57.22
00084716 0970 CED - Purchase	\$31.71
00084735 ATLAS OFFICE PRODUCTS - Purcha	\$12.56
00084813 UPS 0000008F045W079 - Purchase	\$167.11
00084864 USPS PO 5715580945 - Purchase	\$25.50
00084871 CASPER WINNELSON CO - Purchase	\$30.90
00084912 CASPER STAR TRIBUNE - Purchase	\$43.54
00084913 ENERGY LABORATORIES - Purchase	\$231.00
00083559 GRAINGER - Purchase	\$188.90
00084196 COASTAL CHEMICAL CO LL - Purch	\$7,115.06

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

00084314 GRAINGER - Credit	-\$188.90
00084319 XEROX CORPORATION/RBO - Purcha	\$213.08
00084324 CPU IIT - Purchase	\$25.99
00084388 AMERIGAS PRODUCT - Purchas	\$22.81
00084407 DANA KEPNER CO. - Purchase	\$145.00
00084425 BEARING BELTCHAIN00244 - Purch	\$49.90
00084436 INT IN DRYWALL SPECIA - Purch	\$1,450.00
00084463 ROCKY MOUNTAIN AIR SOL - Purch	\$3,665.48
00084485 ENERGY LABORATORIES - Purchase	\$22.00
00084503 IDEXX DISTRIBUTION INC - Purch	\$1,202.98
00084518 PIPESTONE EQUIPMENT LL - Purch	\$465.00
00084533 HOSE & RUBBER SUPPLY C - Purch	\$62.69
00084570 FERGUSON ENT #3069 - Purchase	\$560.00
00084582 ENERGY LABORATORIES - Purchase	\$231.00
00082688 VZWRLSS MY VZ VB P - Purchase	\$24.76
Subtotal for Cost Center Water Treatment Plant:	\$15,912.29

Vendor Subtotal:	\$188,733.87
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PEAK GEOSOLUTIONS/ SOLID WASTE PROFESSIONALS

138048 OP/MTNC/MON SERVICES GAS	\$36,341.76
Subtotal for Cost Center Balefill:	\$36,341.76

Vendor Subtotal:	\$36,341.76
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PORTER, MUIRHEAD, CORNIA & HOWARD

4466 AUDIT SERVICES	\$30,000.00
Subtotal for Cost Center Finance:	\$30,000.00

Vendor Subtotal:	\$30,000.00
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POSTAL PROS SOUTHWEST INC

51240 POSTAL PROS	\$2,462.49
Subtotal for Cost Center Finance:	\$2,462.49

51240 POSTAL PROS	\$906.00
Subtotal for Cost Center Water:	\$906.00

Vendor Subtotal:	\$3,368.49
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RIVER OAKS COMMUNICATIONS

RIN0029326 CONSULTING FEES AND EXPENSES	\$54,000.00
Subtotal for Cost Center City Attorney:	\$54,000.00

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

COMMUNICATIONS CORPORATION

Vendor Subtotal: **\$54,000.00**

ROCKY MOUNTAIN POWER

RIN0029293 LANDFILL REMED PROGRAM \$492.32

Subtotal for Cost Center Balefill: **\$492.32**

AP000168021219 ELECTRICITY \$158.29

Subtotal for Cost Center Buildings & Structures: **\$158.29**

AP000236021119 ELECTRICITY \$58.98

AP000161020719 ELECTRICITY \$2,145.93

Subtotal for Cost Center Parks: **\$2,204.91**

54730761-001 4-2 ELECTRICITY \$34.11

Subtotal for Cost Center Streets: **\$34.11**

6567972 RMP GEN SVC CNTRCT PROJ 16-024 \$7,415.56

6567972 RMP GEN SVC CNTRCT PROJ 16-024 \$3,652.44

AP000165020719 ELECTRICITY \$15,453.86

Subtotal for Cost Center Water: **\$26,521.86**

RIN0029315 ENERGY- ELECTRICITY \$41,207.28

RIN0029315 ENERGY- ELECTRICITY \$8,089.68

Subtotal for Cost Center Water Treatment Plant: **\$49,296.96**

Vendor Subtotal: **\$78,708.45**

SAM PARSON'S UPHOLSTERY

67645 REUPHOLSTER SEAT 111173 \$194.00

67647 REUPHOLSTER ARMREST 70966 \$40.00

Subtotal for Cost Center Fleet Maintenance: **\$234.00**

Vendor Subtotal: **\$234.00**

SCHINDLER, GREGORY

0032641090 UTILITY REFUND \$19.64

Subtotal for Cost Center Water: **\$19.64**

Vendor Subtotal: **\$19.64**

SCOTT BAXTER

RIN0029306 TRAVEL & TRAIN. WES CNVNTN \$436.60

Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

Subtotal for Cost Center Engineering:	\$436.60
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Vendor Subtotal:	<hr/> \$436.60
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SKYLINE RANCHES

RIN0029303 201 SEWER	\$977.92
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RIN0029303 201 SEWER	-\$97.79
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Subtotal for Cost Center Sewer:	\$880.13
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RIN0029303 201 SEWER	-\$384.20
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Subtotal for Cost Center Waste Water:	<hr/> -\$384.20
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Vendor Subtotal:	<hr/> \$495.93
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SRISOMBAT, KOSIN

0032641088 UTILITY REFUND	\$54.42
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Subtotal for Cost Center Water:	\$54.42
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Vendor Subtotal:	<hr/> \$54.42
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STATE OF WY. - DEPT. OF ENVIRONMENTAL QUALITY

TIN0029292 STATE LDF ASSESS PROG	\$264.15
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RIN0029293 STATE ASSESSMENT PROGRAM	\$264.15
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Subtotal for Cost Center Balefill:	\$528.30
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Vendor Subtotal:	<hr/> \$528.30
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STATELINE NO 7 ARCHITECTS

1782 SERVICES	\$220.00
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Subtotal for Cost Center Perpetual Care:	\$220.00
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Vendor Subtotal:	<hr/> \$220.00
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STELLAR PROGRAMMING & CONSULTING

2471 CR PROGRAM	\$1,093.75
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Subtotal for Cost Center Refuse Collection:	\$1,093.75
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Vendor Subtotal:	<hr/> \$1,093.75
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STRATA

OCA191023-IN 2019 GEOTECH FOR CAP PROJ	\$4,987.88
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Subtotal for Cost Center Streets:	\$4,987.88
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Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

Vendor Subtotal:	\$4,987.88
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TOP OFFICE PRODUCTS

172060 COPY CHARGE MX3050V JAN2019	\$132.79
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Subtotal for Cost Center Waste Water:	\$132.79
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Vendor Subtotal:	\$132.79
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URGENT CARE OF CASPER LLC.

5630 MEDICAL TESTING	\$2,560.00
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Subtotal for Cost Center Balefill:	\$2,560.00
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Vendor Subtotal:	\$2,560.00
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VISION SVC. PLAN

2019023038045 BENEFITS PAYABLE	\$1,133.80
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Subtotal for Cost Center Health Insurance:	\$1,133.80
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Vendor Subtotal:	\$1,133.80
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WAMCO LABS, INC.

13760 OTHER PURCHASES SVS, LABS	\$1,800.00
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Subtotal for Cost Center Waste Water:	\$1,800.00
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Vendor Subtotal:	\$1,800.00
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WASTE WATER TREATMENT

1276/172133 SEWER	\$341,774.98
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Subtotal for Cost Center Sewer:	\$341,774.98
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Vendor Subtotal:	\$341,774.98
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WESTERN PLAINS LANDSCAPING LLC.

20551 MARION KREINER SPLASH PAD 14-0	\$8,787.00
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Subtotal for Cost Center Aquatics:	\$8,787.00
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20551 RETAINAGE	-\$181.71
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Subtotal for Cost Center Capital Projects - Aquatics:	-\$181.71
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Vendor Subtotal:	\$8,605.29
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WESTERN STATES FIRE

783002 PROGRESS BILLING #3	\$18,051.40
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Bills & Claims

City of Casper

02/20/2019 to 03/05/2019

PROTECTION	783002 PROGRESS BILLING #3	\$15,837.30
	Subtotal for Cost Center CDBG:	\$33,888.70
	Vendor Subtotal:	\$33,888.70
WESTERN WATER CONSULTANTS, INC.	190170001 #18-066 MIDWEST RECONST - ELM	\$621.25
	Subtotal for Cost Center Engineering:	\$621.25
	181090008 MIDWEST AVE RECONST - DAVID TO	\$135.06
	Subtotal for Cost Center Sewer:	\$135.06
	181090008 MIDWEST AVE RECONST - DAVID TO	\$6,133.52
	182200004 #18-068 GEORGE TANI PARKING	\$3,633.20
	Subtotal for Cost Center Streets:	\$9,766.72
	181090008 MIDWEST AVE RECONST - DAVID TO	\$844.62
	Subtotal for Cost Center Water:	\$844.62
	Vendor Subtotal:	\$11,367.65
WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.	RIN0029304 201 SEWER	\$3,389.00
	RIN0029304 201 SEWER	-\$338.90
	Subtotal for Cost Center Sewer:	\$3,050.10
	RIN0029304 201 SEWER	-\$1,170.41
	Subtotal for Cost Center Waste Water:	-\$1,170.41
	Vendor Subtotal:	\$1,879.69
WH LLC	2001 #18-011 CONSULTING/ENG CRL	\$2,816.25
	Subtotal for Cost Center Balefill:	\$2,816.25
	Vendor Subtotal:	\$2,816.25
WLC ENGINEERING - SURVEYING - PLANNING	2019-10040 #16-051 HIGHLAND PARK CEMETER	\$520.38
	Subtotal for Cost Center Cemetery:	\$520.38
	2019-10002 SURVEYOR-MCNAMARA & CBN CRK	\$435.00
	Subtotal for Cost Center Engineering:	\$435.00

2019-10062 HOGADON UNDERGROUND INJECTION

\$2,734.19

Subtotal for Cost Center Hogadon:

\$2,734.19

Vendor Subtotal:

\$3,689.57

WY. STATE FIREMEN'S ASSOC.

RIN0029313 2019 Annual Dues

\$75.00

Subtotal for Cost Center Fire:

\$75.00

Vendor Subtotal:

\$75.00

WYCOMP, INC.

RIN0029299 LAB TESTING SEMI ANNUAL

\$995.20

Subtotal for Cost Center Water Treatment Plant:

\$995.20

Vendor Subtotal:

\$995.20

Grand Total

\$1,632,711.94

Approved By

On

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
03/05/19

Payroll Disbursements

2/21/19	CITY PAYROLL	\$	1,049,132.30
2/21/19	BENEFITS & DEDUCTIONS	\$	184,186.35
2/28/19	FIRE PAYROLL	\$	177,281.39
2/28/19	BENEFITS & DEDUCTIONS	\$	29,871.87

Total Payroll	\$	<u>1,440,471.91</u>
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Additional Fees


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

2/14/19	Prewrits/ Utility refunds, petty cash, and sales tax		
	Megan Bacca	\$	19.10
	Darold Huffman	\$	218.00
	Breck/Lorian Eskew	\$	47.30
	FIB Petty Cash	\$	321.59
	John E Latham	\$	278.27
	State of WY Dept. of Revenue	\$	635.17
2/14/19	Global Spectrum - Wizard of Oz	\$	20,138.87
2/14/19	Global Spectrum - Advance Ticket Funds Request - Gary Allan	\$	80,000.00
2/15/2019	Global Spectrum - Monster Trucks	\$	64,674.37
3/5/2019	Tyler Technologies - new software	\$	5,633.65

Total Additional AP	\$	<u>171,966.32</u>
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February 22, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Public Hearing for Consideration of an Ordinance approving a plat creating the Cabin Creek Estates No. 4 Addition, and the associated Cabin Creek Estates No. 4 Subdivision Agreement.

Meeting Type & Date:

Regular Council Meeting, March 5, 2019.

Action Type:

Ordinance, with a public hearing.

Recommendation:

That Council, by ordinance, approve a plat creating the Cabin Creek Estates No. 4 Addition, and the associated Cabin Creek Estates No. 4 Subdivision Agreement.

Summary:

Cabin Creek Golf, LLC and Brandon Dorn have applied for a vacation and replat of a single, vacant lot located in the Cabin Creek Estates No. 3 Subdivision, to create the proposed Cabin Creek Estates No. 4 Subdivision. Cabin Creek Estates No. 4 also consists of a single, undeveloped lot located directly adjacent to the east side of the Paradise Valley Country Club. The property in question is zoned PUD (Planned Unit Development), as are all properties surrounding it. The purpose of the vacation and replat is to reconfigure the existing lot by vacating the southern fourteen (14) feet, more or less, (side) portion, and by extending the western (rear) portion by approximately twenty-plus (20) feet. The newly configured lot will be approximately 9,674 square feet in area, which is consistent with the relative size of the surrounding lots. The PUD (Planned Unit Development) zoning district does not have a minimum lot size requirement.

The Planning and Zoning Commission voted to unanimously support the plat after a public hearing on January 17, 2019. 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.

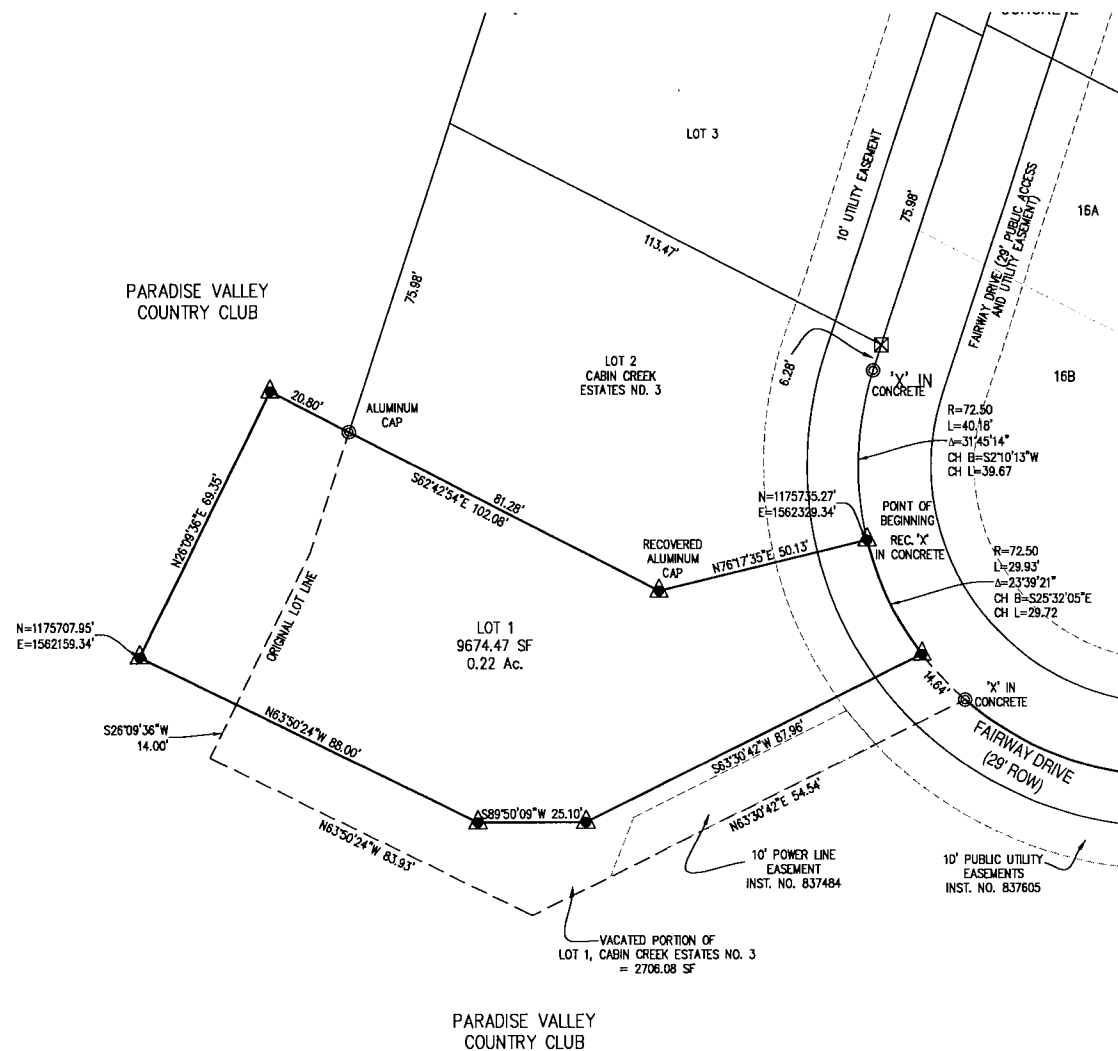
Oversight/Project Responsibility:

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

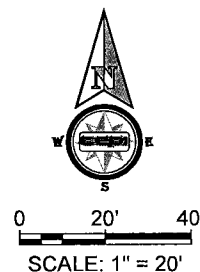
Attachments:
Ordinance
Location Map
Plat

Proposed Replat Creating Cabin Creek Estates No. 3, Lot 1A





- LEGEND
- ▲ SET BRASS CAP
 - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
 - FOUND MONUMENT AS NOTED



CERTIFICATE OF SURVEYOR

STATE OF WYOMING } SS
COUNTY OF NATRONA }

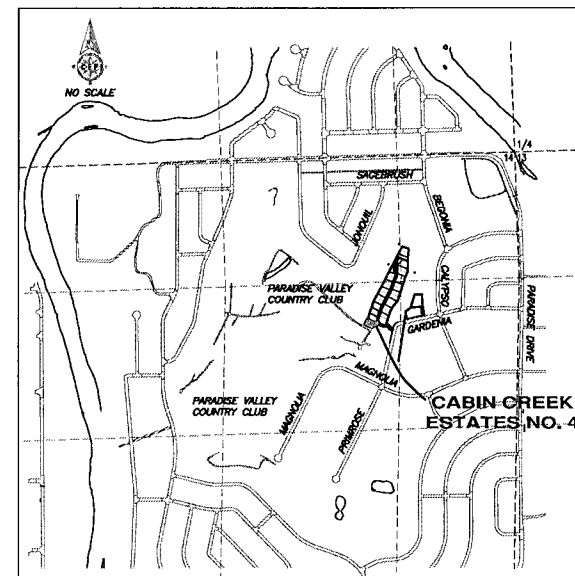
I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN NOVEMBER, 2018, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER THIS _____ DAY OF _____, 2019.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____ NOTARY PUBLIC



VICINITY MAP

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
THIS _____ DAY OF _____, 2019.

ATTEST: _____ SECRETARY _____ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____, DULY PASSED,
ADOPTED AND APPROVED THIS _____ DAY OF _____, 2019.

ATTEST: _____ CITY CLERK _____ MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2019.

CITY ENGINEER

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2019.

CITY SURVEYOR

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:80,638.
2. BASIS OF BEARING IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°38'00.4094", AND THE COMBINED FACTOR IS 0.999782.
4. DISTANCES: U.S. SURVEY FOOT - GROUND
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

CERTIFICATE OF DEDICATION

STATE OF WYOMING } SS
COUNTY OF NATRONA }

THE UNDERSIGNED, CABIN CREEK GOLF, LLC AND BRANDON DORN, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL WITHIN THE CABIN CREEK ESTATES NO. 3 AND A PORTION OF THE PARADISE VALLEY GOLF COURSE SITUATE WITHIN THE SE¼ OF SECTION 14, T.33N., R.80W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, CABIN CREEK ESTATES NO. 3, MONUMENTED BY AN "X" IN THE CONCRETE AND BEING THE POINT OF BEGINNING;

THENCE SOUTHEAST ALONG A CURVE TO LEFT HAVING A RADIUS OF 72.50 FEET, THROUGH A CENTRAL ANGLE OF 23°39'21", A DISTANCE OF 29.93 FEET, WITH A CHORD BEARING OF S25°32'05"E, A DISTANCE OF 29.72 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, MONUMENTED BY AN "X" IN THE CONCRETE;

THENCE S63°30'42"W, A DISTANCE OF 87.96 FEET TO AN ANGLE POINT, MONUMENTED BY AN ALUMINUM CAP;

THENCE S89°50'09"W, A DISTANCE OF 25.10 FEET TO AN ANGLE POINT, MONUMENTED BY AN ALUMINUM CAP;

THENCE N63°50'24"W, A DISTANCE OF 88.00 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY AN ALUMINUM CAP;

THENCE N28°09'36"E, A DISTANCE OF 69.35 FEET TO THE NORTHWEST CORNER OF THE PARCEL, MONUMENTED BY AN ALUMINUM CAP;

THENCE S62°42'54"E, ALONG A LINE COMMON TO LOTS 1 AND 2 CABIN CREEK ESTATES NO. 3, A DISTANCE OF 102.08 FEET TO AN ANGLE POINT, MONUMENTED BY AN ALUMINUM CAP;

THENCE N76°17'35"E, ALONG A LINE COMMON TO LOTS 1 AND 2 CABIN CREEK ESTATES NO. 3, A DISTANCE OF 50.13 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.22 ACRES (9674.47 S.F.), MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "CABIN CREEK ESTATES NO. 4". ALL UTILITY EASEMENTS, AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSES OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SEWER LINES, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TELEVISION LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

CABIN CREEK GOLF, LLC
70 MAGNOLIA
CASPER, WY 82604

AUSTIN INGRAM -- MANAGING MEMBER
CABIN CREEK GOLF, LLC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY AUSTIN INGRAM,
MANAGING MEMBER OF CABIN CREEK GOLF, LLC, THIS _____ DAY OF _____, 2019.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

BRANDON DORN
P.O. BOX 40091
CASPER, WY 82604

BRANDON DORN -- OWNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY BRANDON DORN, THIS
_____ DAY OF _____, 2019.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

VACATION & REPLAT OF CABIN CREEK ESTATES NO. 3, LOT 1 AND PLAT OF A PORTION OF THE PARADISE VALLEY GOLF COURSE AS CABIN CREEK ESTATES NO. 4 TO THE CITY OF CASPER, WYOMING

AN ADDITION TO THE CITY OF CASPER, WYOMING
BEING A PORTION OF THE SE¼ OF SECTION 14
T.33N., R.80W., 6TH P.M.
NATRONA COUNTY WYOMING



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

CABIN CREEK ESTATES NO. 4 SUBDIVISION AGREEMENT

This Subdivision Agreement ("Agreement") is made and entered into this _____ day of _____, 2019, 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. Cabin Creek Golf, LLC, 70 Magnolia, Casper, Wyoming 82604 ("Owner").
3. Brandon Dorn, PO Box 40091, Casper, Wyoming, 82604 ("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 for final plat approval of the Cabin Creek Estates No. 4 Addition, consisting of previously unplatted land located within the Paradise Valley Golf Course property, being a Portion of the SE1/4 of Section 14, T.33N., R.80W., 6th P.M., Natrona County, Wyoming.
- C. A plat of the Cabin Creek Estates No. 4 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.

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:

Cabin Creek Golf, LLC
70 Magnolia
Casper, Wyoming 82604

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

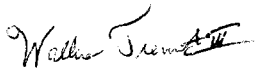
Brandon Dorn
PO Box 40091
Casper, Wyoming 82604

- 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:

By: Amber Currah

Printed Name: Amber Currah

Title: Secretary

OWNER
Cabin Creek Golf, LLC

By: Austin Ingram

Printed Name: AUSTIN INGRAM

Title: OWNER

WITNESS:

By: Amber Currah

Printed Name: Amber Currah

Title: Secretary

OWNER
Brandon Dorn

By: Brandon Dorn

Printed Name: BRANDON DORN

Title: OWNER

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)

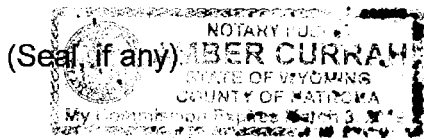
(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 9th day of February, 2019, by Austin Ingram as the Authorized Representative of Cabin Creek Golf, LLC.

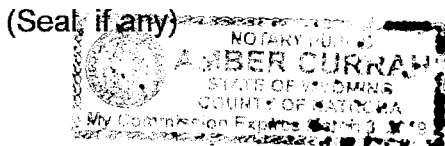


Amber Curran
(Signature of notarial officer)
Secretary
Title (and Rank)

[My Commission Expires: 3/3/19]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 9th day of February, 2019, by Brandon Dorn (Owner).



Amber Curran
(Signature of notarial officer)
Secretary
Title (and Rank)

[My Commission Expires: 3/3/19]

ORDINANCE NO. 7-19

AN ORDINANCE APPROVING THE CABIN CREEK ESTATES NO. 4 SUBDIVISION AGREEMENT AND THE FINAL PLAT OF CABIN CREEK ESTATES NO. 4, COMPRISING 0.22 ACRES, MORE OR LESS.

WHEREAS, an application has been made for final plat approval of Cabin Creek Estates No. 4, creating a single lot subdivision (the "plat"); and,

WHEREAS, the plat consists of previously unplatted land located within the Paradise Valley Golf Course property, being a Portion of the SE1/4 of Section 14, T.33N., R.80W., 6th P.M., Natrona County, Wyoming; and,

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

WHEREAS, the plat 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 the City Council approve the request to plat the above referenced property; and,

WHEREAS, the governing body of the City of Casper finds that the above described plat and subdivision agreements should be approved.

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Cabin Creek Estates No. 4 Subdivision Agreement.

SECTION 2:

That the final plat of the Cabin Creek Estates No. 4 Addition is hereby approved under terms and conditions of the Cabin Creek Estates No. 4 Subdivision Agreement.

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 ____ 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:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

February 19, 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 *CL*
SUBJECT: Public Hearing for a transfer of ownership for Retail Liquor License No. 28, from Caputa's Catering, LLC, d/b/a Prime Time, Located at 4370 South Poplar to Proper Management, LLC, d/b/a Sunrise Lanes, Located at 4370 South Poplar.

Meeting Type & Date

Regular Council Meeting
March 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. 28 from Caputa's Catering, LLC, d/b/a Prime Time, located at 4370 South Poplar to Proper Management, LLC, d/b/a Sunrise Lanes, located at 4370 South Poplar.

Summary

An application has been received for a transfer of ownership for Retail Liquor License No. 28 from Caputa's Catering, LLC, d/b/a Prime Time, located at 4370 South Poplar to Proper Management, LLC, d/b/a Sunrise Lanes, Located at 4370 South Poplar. If this transfer is approved, the transfer will be effective April 1, 2019. The current owner of Sunrise Lanes has been in business for 15 years and would like to pursue other opportunities.

One individual listed on the application disclosed they had alcohol related convictions from 2008 and 2018. Wyoming Statutes require disclosure of convictions within ten (10) years prior to filing of the application.

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

Letter of Assignment

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: \$ 1,500.00
 Prorated Fee: \$ _____
 Transfer Fee: \$ _____
 Publishing Fee: \$ _____

Publishing Fee Direct Billed to Applicant: ☒

License Term:

04

Month

Day

1 2019

Year

Through

03

Month

Day

1 2020

Year

Local License #: RETAIL LIQUOR LICENSE #28Date filed with clerk: 1 12 1 2019

Advertising Dates: (2 Weeks)

02/22/2019 & 02/24/2019

Hearing Date:

03 1 05 1 2019

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: PROPPER MANAGEMENT LLCTrade/Business Name (dba): SUNRISE LANESBuilding to be licensed/Building Address: 4370 S. Poplar Street

Number & Street

Casper

City

WY

State

82601

Zip

NATRONA

County

Mailing Address:

4370 S. Poplar St

Number & Street or P.O. Box

Casper

City

WY

State

82601

Zip

Business Telephone Number: (307) 235-6395

Fax Number:

(307) 237-6180E-Mail Address: PROPPERMANAGEMENT@GMAIL.COM

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

SUNRISE SHOPPING CENTER PLAZA ADDITION, Casper, Natrona CountyZONED C-2
General Business**FILING FOR**☒ NEW LICENSE☐ TRANSFER OF LOCATION**FILING IN (CHOOSE ONLY ONE)**☐ CITY OF: Casper☐ COUNTY OF: _____**FILING AS (CHOOSE ONLY ONE)**
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC

☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER
☒ TRANSFER OWNERSHIP☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY:

CAPUTAS CATERING**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?** JUN-THURS 10A-10P☒ 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 Janto Dec

from _____

to _____

from _____

to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

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

(1) OWN the licensed building?

☐ YES (own)

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

☒ YES (lease)

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

(A) When the lease expires, located on page 2 paragraph 4 of lease.(B) Where the Sales provision for alcoholic or malt beverages is located, on page 10 paragraph 7A 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?
S. MICHAEL PROPP						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
HANNA L. WALTON						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"/>
						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 at least one million dollars (\$1,000,000.00)? 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.*

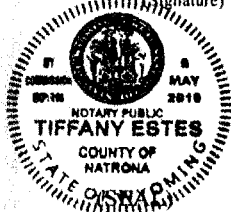
STATE OF WYOMING)

COUNTY OF NATRONA)

) SS.

Signed and sworn to before me on this 12TH day of December,20 18 that the facts alleged in the foregoing instrument are true by the following:

1) <u>S. Michael Propp</u> (Signature)	<u>S. MICHAEL PROPP</u> (Printed Name)	<u>OWNER</u> Title
2) <u>Hanna L Walton</u> (Signature)	<u>Hanna L Walton</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:

Tiffany Estes
Signature of Notary Public

My commission expires: May 8, 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 02/20/2019 and ended on 03/06/2019 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-Saatchi Date: 02/19/2019

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

19th day of February, 2019

Christa K. Wiggs



Provide to City of Casper Central Records

Propper Management, LLC

Notice is hereby given that on the 21 day of January, 2019, Propper Management, LLC applied for a transfer of ownership for Retail Liquor License No. 28 in the office of the Clerk of the City of Casper, Wyoming for the following described place, 4370 South Poplar, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 5th day of March, 2019 in the City Council Chambers at 200 North David.

Dated: 01/31/2019

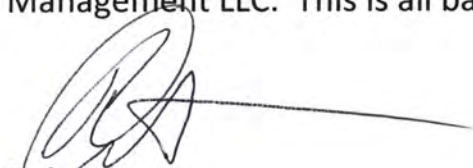


Caputa's Catering

4370 S Poplar Casper, WY 82601 (307)235-6395

December 12, 2018

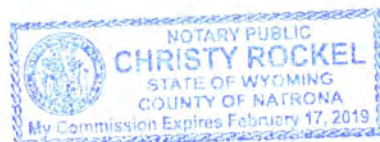
I Rob Caputa owner of Caputa's Catering am no longer a part of Sunrise Lanes at 4370 S Poplar, Casper, WY 82601. This premises has been bought out and I would like to allow the entire transfer of my retail liquor license #28 to Steven Michael Propp owner of Proper Management LLC. This is all based upon council approval.




Rob Caputa

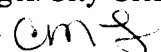
I believe the above to be true to my knowledge. Rob Caputa did appear before me in the County of Natrona State of Wyoming this 12th day of December 2018. My commission expires February 17, 2019.

Christy Rockel
December 12, 2018



February 19, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Fleur Tremel, Assistant to the City Manager/City Clerk ⁷⁷
Carla Mills-Laatsch, Licensing Specialist 

SUBJECT: Public Hearing for a New Bar and Grill Liquor License No. 11 for 71 SE Wyoming Blvd, LLC d/b/a The Horse Palace, Located at 71 SE Wyoming Boulevard.

Meeting Type & Date
Regular Council Meeting
March 5, 2019

Action type
Public Hearing
Minute Action

Recommendation
That Council, by minute action, consider the application for a new Bar and Grill License No. 11 for 71 SE Wyoming Blvd, LLC d/b/a The Horse Palace, located at 71 SE Wyoming Boulevard.

Summary
An application has been received for a new Bar & Grill Liquor License for 71 SE Wyoming Blvd, LLC d/b/a The Horse Palace, located at 71 SE Wyoming Boulevard. If this bar and grill liquor license is approved, it will be effective starting with the new liquor license period on April 1, 2019. The City has fourteen bar and grill licenses, currently nine are assigned.

- Bar and Grill No. 1, Sriphaiboon, LLC, d/b/a Dsasumo, located at 320 West First Street.
- Bar and Grill No. 3, OG of Casper, Inc, d/b/a Olive Garden, located at 5070 East 2nd Street.
- Bar and Grill No. 4, Casper Dave's, LLC, d/b/a Wyoming Ale Works, located at 5900 East 2nd Street.
- Bar and Grill No. 5, Johnny J's Bar & Grill, LLC, d/b/a J's Pub and Grill, located at 3201 SW Wyoming Boulevard.
- Bar and Grill No. 6 Screaming Hot Wyoming, LLC, d/b/a Buffalo Wild Wings, located at 5071 East 2nd Street.
- Bar and Grill No. 7, Ujvary Enterprises, LLC, d/b/a The Fort Saloon N' Eatery, located at 500 West F Street.
- Bar and Grill No. 8, Marcos Coal Fired Pizza Casper, LLC, d/b/a Racca's Pizzeria, located at 430 South Ash Street.

- Bar and Grill No 9, Moreno and Moreno, LLC, d/b/a Guadalajara Family Mexican Restaurant, located at 3350 CY Avenue.
- Bar and Grill No. 10, Marvin Piel Family, LLC, d/b/a The Tower, located at 100 North Center Street.

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:

- 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.
- The issuance of the license will contribute to economic development goals or purposes of the city.
- Whether the applicant will be investing in the construction of a new structure or will otherwise be materially and substantially updating a current building.
- 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.

Bar and grill licenses shall be subject to the provisions of Sections 5.08.260 and 5.08.280(D) to the same extent that those provisions are applicable to restaurant liquor licenses.

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

Business Plan

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: \$ <u>0,500.00</u>	Local License #: <u>Ban + grill</u>
	Prorated Fee: \$ _____	Date filed with clerk: <u>01/19/19</u>
	Transfer Fee: \$ _____	Advertising Dates: (2 Weeks) <u>02/22/19 & 02/24/2019</u>
	Publishing Fee: \$ _____	Hearing Date: <u>03/05/2019</u>
Publishing Fee Direct Billed to Applicant: <input type="checkbox"/>		
License Term:	<u>04/01/2019</u> Through <u>03/31/2020</u>	
	Month Day Year	Month Day Year

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

Applicant: <u>71 SE Wyoming Blvd LLC</u>
Trade/Business Name (dba): <u>The Horse Palace</u>
Building to be licensed/Building Address: <u>71 SE Wyoming Blvd</u>
<u>Casper</u> <u>WY</u> <u>82609</u> <u>Natrona</u>
City State Zip County
Mailing Address: <u>PO Box 3210</u>
<u>Evansville</u> <u>WY</u> <u>82931</u>
City State Zip
Business Telephone Number: <u>(307) 224-4960</u> Fax Number: <u>(307) 224-4960</u>
E-Mail Address: <u>Eugenej@Wyominghorse-racing.com</u>
Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
<u>Fullerton #2 Lot 4 Commercial C-4 Zone</u>

FILING FOR

- ☒ NEW LICENSE
- ☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

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

FILING AS (CHOOSE ONLY ONE)

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

☐ TRANSFER OWNERSHIP☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**RETAIL LIQUOR LICENSE**

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

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

LIMITED RETAIL (CLUB)

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

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

SPECIAL DESIGNATIONS

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

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

- ☒ FULL TIME (e.g. Jan through Dec) ☐ 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 JAN to DEC from Mon to Sun from 10 AM to 12 Midnight

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-8

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. 12-4-601 (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"/>

(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?
Eugene Joyce						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Timothy Lattner						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Michael Lattner						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"/>
						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 at least one million dollars (\$1,000,000.00)?
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

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

REQUIRED ATTACHMENTS:

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

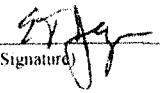
OATH OR VERIFICATION

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

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

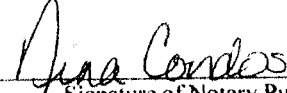
STATE OF WYOMING)
) SS.
COUNTY OF _____)

Signed and sworn to before me on this 2nd day of January,
20 19 that the facts alleged in the foregoing instrument are true by the following:

1)	 (Signature)	<u>Eugene Joyce</u> (Printed Name)	<u>President</u> 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 of Notary Public

(SEAL)

95 My commission expires: Jan 11, 2021



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 02/20/2019 and ended on 03/06/2019 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.

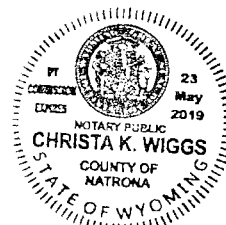
By: Carla Mills - Laatsch Date: 02/19/2019

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

19th day of February, 2019

Christa K. Wiggs



Provide to City of Casper Central Records

71 SE Wyoming Blvd, LLC.

Notice is hereby given that on the 9th day of January, 2019, 71 SE Wyoming Blvd, LLC, applied for a new Bar and Grill License No. 11 in the office of the Clerk of the City of Casper, Wyoming for the following described place 71 SE Wyoming Blvd, LLC, 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 March, 2019 in the City Council Chambers at 200 North David.

Dated: February 12, 2019

71 SE Wyoming Blvd LLC

Business Plan

The site located 71 SE Wyoming Boulevard was previously operated as the On The Border restaurant. The building was purchased from Platte Valley Bank.

We plan on leasing half of the floor space to Wyoming Horse Racing LLC to operate their Horse Palace OTB where patrons can watch and wager on Simulcast and Historic Horse Races. The other half of the building will be operated by 71 SE Wyoming Blvd LLC as the Horse Palace Bar and Grill. Both businesses create synergy and foot traffic that benefits the other. This is a business concept that has proven successful at the Beacon Club in Mills and Bombers Sports Bar and Grill in Rock Springs for the past six years.

There will be a minimum of remodeling construction (less than \$100,00.00) on the interior of the building.

It is anticipated that the Horse Palace Bar and Grill will employ four to six full time employees and six to eight part time employees. Positions will include: Manager, Shift Supervisors, Bartenders, wait staff and kitchen staff. The Horse Palace OTB will employ four to six full time employees and six to eight part time employees. Positions will include: Manager, Shift Managers and Tellers. The combined business operations should create 20 to 28 new jobs in the Casper market.

The Horse Palace Bar and Grill Menu will consist of American Faire: Steaks, Fried Chicken, Fajitas, Quesadillas, Burgers, Sandwiches, Salads, sides and appetizers.

Our goal is to create a clean, light, bright, female friendly atmosphere to accommodate and serve our customer's needs on the east side of Casper.

ORDINANCE NO. 3-19 Amended

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 Park 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.

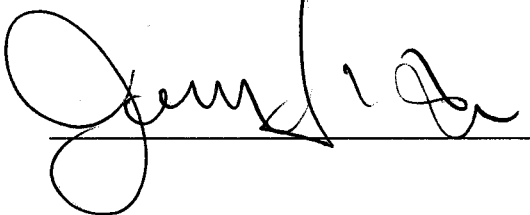
PASSED on 1st reading the 5th day of February, 2019.

PASSED on 2nd reading the 19th day of February 2019.

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

_____, 2019.

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to be "Jennifer L. [unclear]", written over a horizontal line.

CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

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 5th day of February, 2019.

PASSED on 2nd reading the 19th day of February, 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. 2-19 Amended

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" 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.
 - 7. "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.

- 121 22. "Restaurant liquor license" means the authority under which a licensee is permitted to
122 sell alcoholic liquor and malt beverages for consumption on the premises owned or
123 leased by the licensee, and is subject to the limitations hereinafter provided.
- 124 23. "Retail liquor license" means the authority under which a licensee is permitted to sell
125 alcoholic liquor or malt beverages for use or consumption, but not for resale.
- 126 24. "Room" means an enclosed and partitioned space within a building, large enough for a
127 person. Partitions may contain windows and doorways, but any partition shall extend
128 from floor to ceiling.
- 129 25. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivery, or
130 dispensing and pouring for value, exchanging for goods, services or patronage, or an
131 exchange in any way other than purely gratuitously. Every delivery of any alcoholic
132 liquor or malt beverage made otherwise than by gift constitutes a sale.
- 133 26. "Special malt beverage permit" means the authority under which a licensee is
134 permitted to sell malt beverages at public auditoriums, civic centers or events centers,
135 meeting the qualifications hereinafter provided.
- 136 27. "Wholesaler" means any person, except the commission, who sells any alcoholic or
137 malt beverage to a retailer for resale.
- 138 28. "Winery" means a commercial enterprise manufacturing wine at a single location in
139 Wyoming in quantities not to exceed ten thousand gallons per year.

140 (Ord. 33-06 §§ 1, 2, 2006; Ord. 24-96 § 1, 1996; Ord. 22-93 § 1, 1993; Ord. 8-88 § 1, 1988; Ord.
141 25-86 (part), 1986: prior code § 3-1)

142 (Ord. No. 34-15, § 1, 12-15-2015)

143
144 5.08.020 - Authorization—Rules and regulations.
145

146 A. The City of Casper may issue liquor licenses of the types, and in the manner, and
147 subject to fees and regulations allowed by the State Liquor Code, Wyoming State Statutes 12-1-
148 101 et seq. as these statutes may be amended from time to time.
149

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

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

156 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.

5.08.040 - 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;

192 D. If the applicant is a corporation:

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

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

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

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

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

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

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

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

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

222 **5.08.060 - License application—Change of ownership and other information.**

223 A. Corporate and limited liability company licensees and permittees shall advise the
224 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)

5.08.070 - 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)

5.08.080 - 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:

260 NOTICE OF APPLICATION FOR A _____

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

267 _____

268 Dated _____

269 Signed
270 City Clerk

271

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

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

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

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

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

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

289 C. When any application is filed with the city council, the city clerk shall immediately
290 forward a copy of the application to the division. The city council shall not approve or deny an
291 application until the division has certified the application is complete pursuant to this subsection.
292 All applications shall be deemed to be certified unless objection is made by the division within

ten working days after receipt of the application. Upon approval or denial of an application, the city council shall promptly notify the division.

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

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

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

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

5.08.090 - Suspension of license by licensing authorities for failure to pay sales tax.

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

(Ord. 24-96 § 3, 1996)

5.08.100 - Microbrewery and winery permits—Authorized—Conditions—Dual permits and licenses—Fees—Satellite winery permits.

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

325 1(a). A microbrewery permit authorizing a permit holder to brew a malt
326 beverage and dispense the brewed malt beverage for on-premises and limited off-
327 premises personal consumption;

328 1(b). A satellite manufacturer's permit authorizes the permittee to sell the
329 permittee's product at the satellite location consistent with the manufacturer's license.

330 2. A winery permit authorizing a permit holder to manufacture wine and
331 dispense the manufactured wine for on-premises and limited off-premises personal
332 consumption.

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

340 4. Every applicant for a satellite winery permit shall file with the city clerk, at
341 the time of application for the initial permit, and any subsequent permit or renewal
342 thereof, an affidavit in a form approved by the city clerk attesting that the applicant does
343 not have more than the number of satellite locations within the state as specified by W.S.
344 12-4-412(d), as it may, from time to time be amended.

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

348 B. The city council:

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

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

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

356 a. A retail liquor license;

357 b. Subject to subsection C of this section, a restaurant license;

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

5.08.120 - 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.

5.08.130 - 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)

5.08.140 - 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.
- B. A catering permit authorizing the sale of alcoholic liquor and malt beverages may be issued by the city manager or his or her designee to any person holding a retail liquor license authorizing the off-premises sale of both alcoholic and malt beverages, for sales at meetings, conventions, private parties and dinners, or at other similar gatherings not capable of being held within the licensee's licensed premises. No licensee holding a catering permit shall sell or permit consumption of any alcoholic liquor or malt beverage off the premises described in the permit.
- C. The permits authorized by this section shall be issued for one twenty-four-hour period, subject to the schedule of operating hours provided by this chapter. No person or organization shall receive more than a total of twelve malt beverage and thirty-six catering permits for sales at the same premises in any one year. In no event shall more than twenty-four malt beverage permits be issued for any given premises in any one year.

- D. The malt beverage permit and the catering permit shall be issued on application to the city manager or his or her designee without public notice or hearing. An application for a malt beverage permit or catering permit under this section shall be accompanied by a designation of the event for which the application is sought specifying the type of event and the name of the sponsor. Any applicant applying for a permit authorized by this section and having licensed premises located within a jurisdiction other than that jurisdiction to which application is made shall secure the written approval of the licensing authority of that jurisdiction in which the licensed premises are located prior to filing an application for a permit.
- E. The fee for the malt beverage permit and the catering permit shall be fifty dollars per twenty-four-hour period, payable to the city.
- F. Applications shall be submitted on a form approved by the city manager or his or her designee.
- G. Applications for malt beverage permits shall be denied due to any of the following conditions:
1. Conviction of the following individuals and entities for one or more of the following offenses related to a similar event or location within the preceding five years prior to the date of the application as follows:
 - a. Applicant or applicant's entity principals, employees, agents, or representatives while travelling to or from the event or at the event:
 - 1) Driving while under the influence,
 - 2) Public intoxication,
 - 3) Disturbing the peace/noise offense,
 - 4) Serving after hours at location,
 - 5) Controlled substances offenses,
 - 6) Serving to a minor,
 - 7) Selling alcohol without a license,
 - 8) Violation of any provision of Chapter 5.08 of the Casper Municipal Code.
 2. Convictions of any patron, guest, attendee, employee, owner, applicant, or principal resulting from four or more of any of the following offenses occurring at, or stemming from, an event location for which a permit is being applied for, within three hundred sixty-five days prior to the date of the application as follows:
 - a. Minor in possession,
 - b. Disturbing the peace/noise offense,
 - c. Selling alcohol without a license,
 - d. Furnishing alcohol to minor,
 - e. Driving while under the influence,
 - f. Controlled substances offense.

3. Applicant's business entity is not in good standing with the State of Wyoming Secretary of State.
4. Applicant lack of valid Wyoming sales tax permit.
5. Applicant nonresident of Wyoming.
6. Applicant not obtaining other required permits, including, but not limited to, open container, street closure, and food service permits.

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

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

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

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

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

(Ord. No. 33-11, §§ 1—3, 12-20-2011)

5.08.150 - License holder restrictions.

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

1. 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;
2. 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 one year 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 one year 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;

3. 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;
 4. 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;
 5. A person under twenty-one years of age;
 6. A college fraternity or organization created by one or more college fraternities;
 7. A chamber of commerce;
 8. A corporation or a limited liability company which has not qualified to do business in Wyoming;
 9. An individual who is not a resident; or
 10. Any partnership or group of two or more persons unless each individual interested, directly or indirectly, is a resident.
 11. 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;
 12. 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;
 - b. Holders of special permits issued under Sections 5.08.130 and 5.08.140 of this code.
- B. No more than one license or permit shall be issued to any one person, except for malt beverage or catering permits, or in conjunction with a microbrewery license as hereinafter provided.

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

5.08.160 - License interest restrictions.

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

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

610 **5.08.170** - Retail, resort and restaurant license fees.

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

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

615 **5.08.180** - Fee disposition—Refunds prohibited.

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

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

620 **5.08.190** - License and permit term.

621 A. A license or permit is considered a personal privilege to the holder and the term of the
622 license or permit is for one year unless sooner revoked, except for twenty-four-hour catering
623 and malt beverage permits. When a valid license or permit is determined to be part of the
624 estate of a deceased holder, the administrator or executor of the estate may exercise the
625 privilege of the deceased under the license or permit until the expiration of the license or
626 permit.

627 B. The term of a license or special malt beverage permit may be less than one year if specified
628 by the city council to coincide with the annual date or dates set by the authority for
629 consideration of license and permit issuance, renewals and transfers. In the event that the
630 city council issues a license or permit for a term less than one year, it shall prorate the fee
631 accordingly. Any licensee not attempting to renew a newly issued prorated license or permit
632 valid for a term of less than one year shall not be eligible for any license or permit
633 authorized under this chapter for a period of two years after the expiration date of the
634 prorated license or permit.

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

636 **5.08.200**- Number of licenses allowed—Council authority.

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

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

640 **5.08.210**- License—Display required.

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

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

643 **5.08.220 - License—Transfer conditions and procedures.**

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

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

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

662 **5.08.230 - Transfer, sale or attachment restrictions.**

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

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

667 **5.08.240 - Liquor license application information.**

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

671 (Ord. 1-95 § 1, 1994)

672 **5.08.250 - Sales by clubs—Petition—Duties and restrictions.**

673 A. Bona fide clubs, as defined in Section 5.08.010(5), shall be licensed under a limited retail
 674 liquor license for which they shall pay a license fee of one hundred dollars annually in advance,
 675 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)

5.08.260 - 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)

5.08.270 - 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.

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

5.08.280 - Sales by drugstores.

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

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

5.08.290 - Resort retail license.

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

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

(Ord. No. 17-17, § 1, 11-7-2017)

5.08.300 - Restaurant license issuance—Council authority.

A. Subject to availability, restaurants may be licensed by the city council under a restaurant 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.

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

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

5.08.310 - Restaurant license—Food service requirements.

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

B. When renewing a restaurant liquor license, the city council shall condition renewal upon a requirement that not less than sixty percent of gross sales from the preceding twelve months' 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)

5.08.320 - 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)

5.08.330 - Restaurant license—Sale and consumption conditions.

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

777
778 B. Alcoholic liquor and malt beverages shall be dispensed and prepared for consumption in
779 one room, and one additional room if authorized by the city council upon the licensed premises
780 separated from the dining area in which alcoholic liquor and malt beverages may be served, and
781 in the case of a golf course upon which a restaurant liquor license is operational, at dispensing
782 areas on the premises of the golf course as provided by subsection E hereof. No consumption of
783 alcoholic liquor or malt beverages shall be permitted within the dispensing room or rooms, nor
784 shall any person other than employees who are at least eighteen years of age be permitted to
785 enter a dispensing room. If a restaurant has a dispensing room separate from the dining area
786 which is licensed prior to February 1, 1979, for purposes of alcoholic liquor or beverage sales
787 and consumption, the restaurant may dispense alcoholic liquor or malt beverages in the separate
788 dispensing room under a restaurant liquor license, and any person who is at least eighteen years
789 of age is permitted to enter the separate dispensing room.

790
791 C. No alcoholic liquor or malt beverages shall be served to an individual person unless served
792 in conjunction with meals served to, and eaten by, the individual person. However, nothing
793 herein provided shall prohibit the sale of alcoholic liquor or malt beverages to any person whom
794 the licensee, his agents or employees, reasonably believe has the intention of ordering and eating
795 a meal.

796
797 D. All sales of alcoholic or malt beverages authorized by a restaurant liquor license shall cease
798 at the time food sales and services cease, or at the hours specified by Section 5.08.390, if food
799 sales and services extend beyond the hours specified therein.

800
801 E. With the approval and on the conditions imposed by the city council, any restaurant liquor
802 licensee operating on a golf course may dispense alcoholic beverages from any location on the
803 premises of the golf course, and such holders shall comply with all applicable sanitation and fire
804 hazard requirements, and other applicable laws.

805
806 F. A restaurant liquor licensee may permit a patron to remove one unsealed bottle of wine for
807 off-premises consumption provided that the patron has purchased a full course meal and
808 consumed a portion of the bottle of wine with the meal on the restaurant premises. For purposes
809 of this subsection the term "full course meal" shall mean a diversified selection of food which is
810 ordinarily consumed with the use of tableware and cannot conveniently be consumed while
811 standing or walking. A partially consumed bottle of wine that is to be removed from the premises
812 pursuant to this subsection shall be securely sealed by the licensee or an agent of the licensee and
813 placed in a tamper-proof transparent bag which shall also be securely sealed prior to removal
814 from the premises, so that it is visibly apparent that the resealed bottle of wine has not been
815 tampered with. The licensee or agent of the licensee shall provide a dated receipt for the bottle of
816 wine to the patron. Wine which is resealed in accordance with the provisions of this subsection
817 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)

5.08.340 - 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)

5.08.350 - 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))

5.08.360 - 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)

5.08.370 - 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))

5.08.390 - 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. 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. 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.

(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)

55.08.400 - 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)

5.08.410 - Prostitution, public indecency, gambling and obscenity prohibited.

A. No licensee or agent or employee thereof shall knowingly permit prostitution, under Section 6-4-101, Wyoming Statutes, public indecency under Section 6-4-201, Wyoming Statutes, or shall promote obscenity under Section 6-4-302, Wyoming Statutes, within any licensed building or licensed premises under this chapter.

B. Any licensee, permittee or agent or employee thereof violating subsection A of this section, or aiding, abetting or inciting any violation thereof is, in addition to other penalties provided by law, subject to the suspension or revocation of his license or permit, and the violation, aiding, abetting or inciting a violation is sufficient cause for the suspension or revocation of the license or permit.

(Ord. No. 9-17, § 13, 6-20-2017; Ord. 25-86 (part), 1986: prior code § 3-33)

5.08.350 - Repealed.

5.08.420 - Sale or gift to minors prohibited.

A. It is declared to be illegal and a violation of this chapter for any person to sell, furnish, give or cause to be sold, furnished or given, any alcoholic liquor or malt beverage to any person under the age of twenty-one years, unless such person is his or her legal ward, medical patient or member of his or her own immediate family.

B. For the purpose of establishing the age of any person proposing to buy alcoholic liquor or malt beverages, all licensees shall demand presentation of identification as provided for in Section 5.08.440.

995 (Ord. 8-88 § 5, 1988; Ord. 25-86 (part), 1986: prior code § 3-37)

996 **5.08.430 - Minors—Possession of alcohol or public intoxication.**

997 A. For the purpose of this section "possess" includes the consumption of, or the actual
998 possession of alcoholic liquor or malt beverages.

999 B. It is declared to be illegal and a violation of this chapter for any person under the age of
1000 twenty-one years to have alcoholic liquor or malt beverages in his or her possession, or to be
1001 drunk or under the influence of alcoholic liquor or malt beverages on any street or highway
1002 or in any public place. Provided, however, this subsection does not apply to possession of
1003 alcoholic liquor or malt beverages by a person under the age of twenty-one years:

1004 1. When making delivery of alcoholic or malt beverages pursuant to his lawful
1005 employment;

1006 2. Who is in the physical presence of his or her parents or legal guardian;

1007 3. Is a licensee under this title; or

1008 4. When serving alcoholic or malt beverages pursuant to his or her employment if the
1009 person is at least eighteen years of age.

1010 C. It is declared to be illegal for any person to attempt to commit any offense under this
1011 section. Any person convicted of such attempt is subject to fine or jail or both, which
1012 punishment may not exceed the maximum punishment prescribed for illegally possessing
1013 alcoholic liquor or malt beverages under this section.

1014 (Ord. No. 9-17, § 15, 6-20-2017; Ord. 2-95 § 1, 1994; Ord. 12-90 § 1, 1990; Ord. 8-88 § 6, 1988;
1015 Ord. 25-86 (part), 1986: prior code § 3-38)

1016 **5.08.440 - Minors—Proof of age.**

1017 In order to safeguard against violations of this chapter, any licensee or his agent or employee
1018 may refuse to sell or serve alcoholic liquor or malt beverages to any person who is unable to
1019 produce bona fide evidence of his or her majority and identity. Bona fide evidence of majority
1020 and identity of a person is:

1021

1022 A motor vehicle driver's license or valid picture identification card issued by any state,
1023 territory or possession of the United States, the District of Columbia or the Commonwealth of
1024 Puerto Rico, a permanent resident card issued by the United States citizenship and immigration
1025 services, a valid picture identification card issued to a member of the armed forces or an
1026 internationally accepted passport document with a discernible date of birth and photograph is
1027 prima facie evidence of the age and identity of a person.

1028 (Ord. 24-96 § 13, 1996: Ord. 25-86 (part), 1986: prior code § 3-39)

1029 **5.08.450 - Minors—False proof of age.**

1030 Any person under the age of twenty-one (21) years who attempts in any manner to purchase
1031 alcoholic or malt beverages or who falsifies any identification or uses any false identification in
1032 order to obtain alcoholic or malt beverages is guilty of a misdemeanor.

1033 (Ord. 24-96 § 14, 1996: Ord. 8-88 § 8, 1988: Ord. 25-86 (part), 1986: prior code § 3-41)

1034 **5.08.460 – Minors – Age violation – Defense to prosecution.**

1035 Proof that a licensee or his employee or agent has demanded, was shown and acted in
1036 reliance upon such bona fide evidence as required in this chapter in any transaction, employment,
1037 use or permission forbidden herein is a defense to any criminal prosecution for the sale of
1038 alcoholic or malt beverages or liquor to a person under the age of twenty-one years or to any
1039 proceedings for the suspension or revocation of any liquor license based thereon.

1040

1041 **5.08.470 - Bottle clubs prohibited.**

1042 A. A "bottle club" is an operation or enterprise whereby space is given or rented to any person
1043 or persons upon the premises of such operation or enterprise for the keeping or storage of
1044 alcoholic or malt beverages for consumption upon such premises or in other rooms nearby,
1045 used for consumption by the owner of the beverages or guests, the income, profits or fees of
1046 the operator of the bottle club being secured from sales or furnishing mixes, ice, food or
1047 glasses or from dues, charges, contributions, membership cards or assessments.

1048 B. It is unlawful to operate a bottle club in the city, and any person who operates a bottle club
1049 shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine of
1050 not more than one hundred dollars for each offense. Each day of operation shall be deemed a
1051 separate offense. This subsection shall not apply to any person lawfully licensed under the
1052 liquor laws of the state or the city and operating in compliance with the law.

1053 (Ord. 25-86 (part), 1986: prior code §§ 3-6, 3-7)

1054 **5.08.480 - Open container restrictions.**

1055 A. It is unlawful:

1056 1. For any person to sell or dispense alcoholic liquor or malt beverages in open containers
1057 from the licensed facilities used to serve customers for off-premises consumption,
1058 commonly referred to as a "drive-up window";

1059 2. To operate a motor vehicle in which alcoholic liquor or malt beverages are present in
1060 an open container, unless the opened container is in the trunk, an outside compartment,
1061 or an inside compartment of a vehicle without a trunk; provided, the inside
1062 compartment is not accessible to the driver or any other person in such vehicle, i.e., the
1063 cargo area behind the rear most seat in a passenger van or station wagon when no
1064 passenger occupies the rear most seat;

1065 3. To possess or consume alcoholic liquor or malt beverages from an open container in a
1066 motor vehicle;

- 1067 4. To possess or dispense alcoholic liquor or malt beverages in an open container in any
1068 open space and certain structures in the city unless a license or permit authorizing same
1069 has been issued by the city manager or his or her designee. However, nothing in this
1070 chapter shall be interpreted as authorizing the possession of open containers of alcoholic
1071 liquor or malt beverages in or on motor vehicles;
- 1072 5. For any person or lessee of an unlicensed restaurant to permit any person to possess or
1073 consume alcoholic liquor or malt beverages from an open container within the
1074 restaurant.
- 1075 6. Notwithstanding this section, a resealed bottle of wine may be transported as provided
1076 in the Restaurant License section.

1077 B. Definitions.

- 1078 1. "Certain structures" means any city owned, operated or leased offices, public safety or
1079 maintenance facility and any building or structure used primarily for public
1080 entertainment, i.e., theaters, amusement centers, restaurants and the like, excluding,
1081 however, structures duly licensed to sell or dispense alcoholic liquor or malt beverages.
- 1082 2. "Open container" means any glass, cup, bottle, can or other receptacle used for
1083 drinking, other than the beverage's original unopened package or container, the seal of
1084 which has not been broken and from which the original cap, cork or other means of
1085 closure has not been removed.
- 1086 3. "Open space" means any street, alley, public way, sidewalk, public or private parking
1087 lot set aside for business use, and any other unenclosed public property. However, any
1088 golf course within the city limits shall not be considered open space.

1089 (Ord. 11-05 § 4, 2005; Ord. 30-04 § 1 (part), 2004; Ord. 25-99 § 1, 1999; Ord. 25-86 (part),
1090 1986: prior code § 3-8)

1091 (Ord. 25-86 (part), 1986: prior code § 3-5)

1092 **5.08.490 - Public intoxication prohibited.**

1093 Every person within the limits of the city who is under the influence of alcohol or any drug
1094 is guilty of a misdemeanor if they are found:

- 1095 A. Upon any city street, alley, or thoroughfare, or in any public or semi-public place
1096 within the city where the public has the liberty to enter and exit, or in any vehicle on
1097 public or semi-public property within the city, in such a condition that he or she is
1098 unable to exercise care for his or her own safety or the safety of others; or,
- 1099 B. Interfering with, obstructing, or preventing the free use of any street, sidewalk, or other
1100 public way; or
- 1101 C. Sleeping or unconscious in that condition in any public or semi-public place within the
1102 city; or,
- 1103 D. Intruding upon any private premises without the consent of the owner or occupant
1104 therefore; or,

1105 E. Turbulent, violent, menacing or disorderly to such an extent as to jeopardize persons or
1106 property or to such an extent as to menace the public peace and safety.

1107 (Ord. 25-86 (part), 1986: prior code § 3-2)

1108 (Ord. No. 5-15, § 1, 6-2-2015)

1109 **5.08.500 - Unlicensed structures declared a nuisance.**

1110 Any building, house, structure, room or place, except as such is used exclusively as a
1111 dwelling, where alcoholic, spirituous, fermented, malt liquor beverage is offered for sale,
1112 exchanged for goods or in any way delivered otherwise than in consummation of a gift, which
1113 house, building, structure, room or place is not licensed under the provisions of this chapter is
1114 declared to be a nuisance. It is unlawful to maintain a nuisance as defined herein and any person
1115 who maintains such nuisance is guilty of a misdemeanor and may, upon conviction, be punished
1116 as provided by Chapter 1.28 of this code or any amendments thereto.

1117 (Ord. 25-86 (part), 1986: prior code § 3-4)

1118 **5.08.510 - Beer keg regulations.**

1119 A. All licensees operating within the city who sell keg beer or party balls for consumption off
1120 licensed premises shall positively identify the purchaser by name, address, date of birth and
1121 shall maintain a state form on file for use of local authorities, if necessary.

1122 B. Anyone selling keg beer or party balls for off-premises consumption who fails to require
1123 the signing of a receipt at the time of sale is guilty of a misdemeanor.

1124 C. Any purchaser of keg beer or party balls who knowingly provides false information on the
1125 receipt required by subsection A above shall be guilty of a misdemeanor. Such person shall
1126 be punished by a fine of not less than three hundred fifty dollars nor more than seven
1127 hundred fifty dollars for the first conviction of this section. For a second conviction of this
1128 section within twelve months, such person shall be punished by a fine of not less than five
1129 hundred dollars nor more than seven hundred fifty dollars.

1130 D. As used in this section, "keg" means any brewery-sealed, individual container of beer
1131 having a liquid capacity of seven and one-half gallons or more. "Party ball" means any
1132 brewery-sealed container of beer having a liquid capacity of five and one-quarter gallons.

1133 (Ord. 22-92, 1992)

1134 **5.08.520 – Over-serving and Intoxicated Agents**

1135 (a) All employees and agents of any business operating with a City of Casper issued liquor
1136 license, who are engaged in the selling (including door person, ID checkers and bouncers) or
1137 serving of alcoholic or malt beverages or the managing thereof, hereinafter "Alcohol Server
1138 Staff," shall successfully complete an alcohol server training program as approved by W.S. § 12-
1139 2-402, within ninety (90) days of the start of their employment. All Alcohol Server Staff shall

complete any additional or further training to maintain their server training certification. Every license holder shall maintain a server training record for all Alcohol Server Staff, including their date of hire, and proof that each has successfully completed the alcohol server training required by this section, and any additional or further training to maintain their server training certification. The City of Casper shall furnish an appropriate server training record log to maintain the records required in this section. In addition, every license holder shall keep their server training records available for review by Casper Police officials, at any time when the premises is open for business, to ensure compliance with the server training requirements of this section.

Violations of this section are subject to a graduated fine schedule, based on a calendar year. For the first violation a fine of up to \$150.00 shall be imposed; for violation 2 a fine of up to \$200.00 shall be imposed; for violation 3 a fine of up to \$250.00 shall be imposed. All violations thereafter in that same calendar year shall result in a fine of \$250.00. All violations after the first two in each calendar year shall require a representative of the licensee/permittee to appear at a regular meeting of the Casper City Council. After the third violation in a calendar year (fourth violation and each one thereafter) shall result in a seven-day suspension of the license/permit in question; the suspension may be imposed in either the calendar year of the violations and depending upon the timing of the violations (some may not get to court or be decided during the year of violation) in the subsequent calendar year. No more than one violation per licensee/permittee may be issued per inspection and not more than one failed inspection can be conducted per week per licensee/permittee.

(b) It shall be unlawful for any employee or agent of a licensed establishment, other than stated herein, 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; an employee or agent for purposes of this Section shall not mean or include: A proprietor, a general partnership's partners, a corporation's president, a limited liability company's member(s) or a limited general partner.

(c) For the purpose of this 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.

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.

1179
1180 **5.08.535 - Licensure Considerations and Administrative Fees**

1181 Violations of the Casper Municipal Code and/or Wyoming State Statutes may also
1182 be factors in the consideration of suspensions, revocations, nonrenewals or conditional renewals
1183 of licenses and permits.

1184 In recognition of the fact that license holders who repeatedly violate the provisions of this
1185 Code create an undue burden of the City in administering liquor licenses, in addition to any other
1186 penalties or remedies, licensees shall be subject to administrative fees of One Thousand Dollars
1187 (\$1000.00) for the third violation of this Chapter within any consecutive twenty-four month
1188 period, and Five Thousand Dollars (\$5000.00) for a fifth or subsequent violation within a
1189 consecutive twenty-four month period. Any violation relating to the license holder or licensed
1190 premises shall apply to this subsection, regardless of whether separate individual employees or
1191 agents of the licensee committed the individual violations. The violations need not be of the
1192 same section or subsection of this chapter to be counted in this total.

1193
1194 A notice to pay said fee shall be issued by the City Clerk to the licensee upon
1195 notification by the court of licensee's convictions for the relevant offenses. The time frame for
1196 accumulation of the violations shall be the date of violations, not the dates of conviction. If such
1197 fee is not paid, or an appeal hearing before Council requested in writing to the City Clerk and
1198 accompanied by a bond in the amount of the fee at issue within ten (10) days of the notice being
1199 given by the Clerk, the license shall be suspended until such time as the fee is paid to the City
1200 Clerk. If an appeal hearing is requested, it shall be in Council's sole discretion, after hearing all
1201 the relevant facts in the matter, whether to suspend part or all of the fee. The hearing shall not be
1202 a contested case hearing, and the Wyoming Administrative Procedure Act shall not apply to such
1203 hearing.

1204
1205 **5.08.540 – Council Hearing and Appeal of Suspension or Revocation**

1206
1207 If it appears to the city council that there are concerns that a suspension or revocation
1208 of a license may be appropriate, the licensee shall be afforded an opportunity for hearing before
1209 the city council. The purpose of such hearing is to allow the licensee to provide information
1210 demonstrating that such action is not warranted. Notice of such hearing shall precede
1211 consideration of the matter by at least ten days, shall be served personally or by mail to the
1212 address of the licensee listed on the licensee's most recent liquor license application to the city,
1213 and shall include a statement:

- 1214 1. That it appears to the city council that there are concerns that a suspension and/or
1215 revocation of the licensee's license may be appropriate;
1216
1217 2. Summarizing the nature and date(s) of the incidents resulting in the concern(s);
1218
1219 3. That a hearing on the subject has been scheduled before the city council, and further
1220 informing the licensee of the time and place of the hearing; and
1221

4. That the purpose of the hearing is to allow the licensee to offer corrections and/or contest the information before council which has given rise to the concern(s).

A. 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:

1. All notices and intermediate rulings;
2. Evidence received or considered by the city council including information officially noticed and received from the municipal court;
3. Questions and offers of proof, objections and rulings thereon;
4. Any proposed findings and exceptions thereto; and
5. Any opinion, findings, decision or order of the city council and any report by any hearing officer.

B. Nothing shall preclude the city council from appointing one or more hearing examiners or officers to conduct any hearing called for by this section for the purpose of assembling a record for subsequent consideration by the city council. If a hearing examiner is appointed, the council shall direct the examiner to forward the record of the hearing to the council either with or without proposed findings of fact and conclusions of law, and with or without the opinion/recommendation of the examiner.

C. Following the hearing described in this section, and based upon the information considered and received at such hearing, and the sanctions described, the city council shall:

1. Order the suspension of the license in question;
2. Authorize the city attorney to prepare and file with the district court a petition to revoke the licensee's license; or
3. Find that suspension or revocation is not required by the terms of this section;
4. Place conditions upon the license and licensee which shall address concerns of the Council which exist after the hearing.

City council decisions shall be in writing, shall be supported by findings of fact and conclusions of law, and shall be delivered to the licensee in interest either personally or by mail at the address listed on the licensee's most recent liquor license application to the city.

D. The city council's action suspending a licensee shall be subject to review in the district court in accordance with the procedural rules heretofore or hereinafter adopted by the Wyoming Supreme Court concerning the review of administrative actions. Filing an appeal as provided in such rules, stays enforcement of the suspension decision pending final order on the appeal. The city council's action may be set aside by the district court if it finds the action to be:

1. Arbitrary, capricious, or otherwise not in accordance with law;
2. Without observance of the procedure required by law; or
3. Unsupported by substantial evidence.

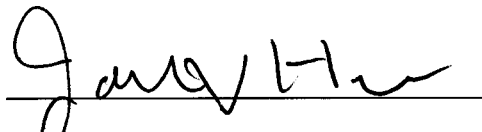
E. If a license is revoked, except as provided in Wyoming Statutes Section 12-7-201(d) concerning the expiration of a licensee while a revocation order is under appeal, the holder of such revoked license shall not be eligible to apply for a new license for a period of twelve months from the date of revocation.

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

PASSED on 2nd reading the 19th day of February, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

ORDINANCE NO. 5-19

AN ORDINANCE AMENDING CHAPTER 10 OF THE CASPER MUNICIPAL CODE PERTAINING TO ABANDONED VEHICLES

WHEREAS, the presence of abandoned vehicles on the streets of the City of Casper is a detriment to the health, welfare, and safety of the public; and,

WHEREAS, the removal of abandoned vehicles will be better accomplished with the aid of a more clearly worded ordinance pertaining thereto.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 10 of the Casper Municipal Code is hereby amended as follows:

Chapter 10.12.020 **State registration and licensing required.**

It is unlawful for any person to own or operate a ~~motor~~ vehicle upon the public streets, alleys or highways of the city without first having registered the vehicle, obtained a license therefore and affixed thereto such license plates as are required, all in accordance with the applicable laws of the state pertaining to the licensing and registering of ~~motor~~-vehicles, as such laws now exist and as the same may from time to time be amended.

Chapter 10.60 – ~~IMPOUNDMENT AND~~ REMOVAL OF ABANDONED VEHICLES

- **Article I. - General ~~Impoundment~~ Removal Procedures**

Pursuant to W.S. 31-13-103, the following Code provisions are adopted.

10.60.010 – Authorization to remove and store vehicles.

Whenever any police officer finds a vehicle unattended upon any street, alley or other public property where such vehicle constitutes an obstruction to traffic or for other reasons set forth in Section 10.60.020, such officer is authorized to provide for the removal of such vehicle to the nearest city garage or other place of safety designated by the chief of police or his appointed authority, at the expense of the registered owner thereof.

(Prior code § 24-116)

10.60.020 – Circumstances requiring removal of vehicle.

Members of the police department are authorized to remove a vehicle from a street or highway or restricted parking area to the city garage or other place of safety under the circumstances hereinafter enumerated:

A. When any vehicle is left unattended upon any bridge or viaduct or in any subway, where such vehicle constitutes an obstruction to traffic;

B. When a vehicle upon a highway is so disabled as to constitute an obstruction to traffic and the person or persons in charge of the vehicle are by reason of physical injury incapacitated to such an extent as to be unable to provide for its custody or removal;

C Reserved;

D. When the driver of such vehicle is taken into custody by the police department and such vehicle would thereby be left unattended upon a street, highway or restricted parking area;

E. When such vehicle is found being driven on the streets or highways and is not in proper condition to be driven;

~~6. When a driver, owner or person in charge of such vehicle, while driving or in charge of such vehicle, or while such vehicle was parked or stopped, has received a notice to answer to a charge against him for violation of the provisions of this title or other traffic ordinances, and such driver, owner or person in charge has failed to appear and answer to such charge;~~

~~B. Any vehicle may be impounded in the city garage, if voluntarily agreed to by the owner thereof, upon the suspension of any fine or other penalty imposed against the driver or owner by the municipal court for a violation of a traffic ordinance;~~

~~C. Any violator taken into custody pursuant to the provisions of this title or other city ordinances prohibiting driving when under the influence of intoxicating liquor may at the discretion of the proper authority be released without posting bond if he agrees to the impounding in the city garage of the vehicle owned and driven by him to insure his appearance in the municipal court to answer the charges against him, and pay such fine as may be assessed against him.~~

(Prior code § 24-117)

(Ord. No. 10-11, § 1, 3-1-2011)

10.60.030 – Private wrecker service and places of ~~impoundment~~ **storage** – Charges set by council resolution.

The chief of police is authorized to provide for the removal of vehicles under this chapter by private wrecker services and to provide for places of ~~impoundment~~ **storage**. No vehicle ~~impounded removed~~ under this chapter shall be released therefrom until such charges for towing such vehicle into storage and storage charges have been paid by the registered owner thereof. The charge for towing, storage or removal of such vehicle shall be fixed by the city council by resolution from time to time; provided, however, that when in the judgment of the chief of police a vehicle has been ~~impounded removed~~ through no fault of the owner, and where the levying of such charges would be unjust, such towing, storage and removal charges shall be paid out of the city's general fund if such charges were incurred through the towing, storage or removal by a private service.

(Prior code § 24-118)

10.60.040 – Notice to owner.

Whenever an officer removes a vehicle from a street as authorized in this chapter and the officer knows or is able to ascertain from the registration or other records in the vehicle or otherwise the name and address of the owner thereof, such officer shall immediately give or cause to be given notice in writing to such owner of the fact of such removal, the reasons therefor and of the place to which such vehicle has been removed.

(Prior code § 24-119)

10.60.050 – Procedure when owner unknown.

Whenever an officer removes a vehicle from a street under this chapter and does not know and is not able to ascertain the name of the owner, or for any other reason is unable to give the notice to the owner as hereinbefore provided, and in the event the vehicle is not returned to the owner within a period of three days, then and in that event the chief of police may consider that the vehicle may have been stolen and shall immediately send or cause to be sent a written report of such removal by mail to the state department, whose duty it is to register vehicles. Such notice shall include a complete description of the vehicle, the date, time and place from which removed, the reasons for such removal, and name of the garage or place where the vehicle is stored, with the request that the owner of such vehicle be notified immediately.

(Prior code § 24-120)

10.60.060 – Disposal of vehicles.

~~Any vehicle impounded pursuant to this chapter and left unattended~~ **Any vehicle left unattended** on public or private property without the express consent of the owner or person in lawful possession or control of such property, for a period in excess of five days, shall be deemed to be abandoned and shall be disposed of in the manner provided in this chapter.

(Prior code § 24-121)

Article II. – Abandoned Vehicles

10.60.070 – Prohibited where – Exceptions – Removal procedure.

- A. No person shall abandon a vehicle on the streets, alleys or public property of the city.
- B. Reserved.

C. Any police officer who has reasonable grounds to believe that a vehicle has been abandoned may remove the vehicle, or cause it to be removed at the expense of the owner.

~~to the nearest place of impoundment provided for by the county or the sheriff of the county.~~
Removal of an abandoned vehicle from private property shall be upon the written request, upon a form prescribed by the department of revenue, of the owner or person in lawful possession or control of the property. The police department shall immediately send, or cause to be sent, a written report of such removal to the department of revenue, which report shall include a description of the vehicle, the date, time and place of removal, the grounds for removal and the place of impoundment of such vehicle.

D. For purposes of this section, a vehicle shall be presumed to be abandoned if it is left unattended on a street, alley or other public ground for more than twenty-four hours after a notice of intent to ~~impound~~ **remove** has been placed on it pursuant to paragraph E of this section, or private property without express consent of the owner or person in lawful possession or control of the property more than five days after a notice of intent to ~~impound~~ **remove** has been placed on it pursuant to paragraph E of this section.

E. A notice of intent to ~~impound~~ **remove** an abandoned vehicle by a police officer shall be placed in a prominent position on a vehicle when a police officer reasonably believes it is abandoned. The notice of intent shall remain on the vehicle at least twenty-four hours prior to removal by a police officer if abandoned on a street, alley, or any other public ground, and five days if abandoned on private property.

(Prior code § 24-121.1)

(Ord. No. 10-11, §§ 2, 3, 3-1-2011)

10.60.080 – Abandonment presumed when – Exceptions.

A. For the purpose of this section, a vehicle shall be presumed to be abandoned if it is in an inoperable condition and is not currently registered, **or shows other indicia leading a reasonable person to believe the vehicle has been abandoned, including, but not limited to obvious signs of inoperability such as flat or missing tires, obvious mechanical defects, the accumulation of weeds or detritus around the vehicle, or the fact that the vehicle is not parked within one hundred (100) feet of the registered owner's address and has not moved for a period of five (5) days or more.**

B. This section and the provisions contained in this code concerning storage of wrecked, disabled vehicles and junk, shall not apply to:

1. Antique or historic motor vehicles as defined in Section 31-1-101 of the Wyoming Statutes; provided same are licensed pursuant to Section 31-3-102 of the Wyoming Statutes;

2. Vehicles kept in an enclosed garage or storage building; provided same are not visible from any other land or public way;

3. Vehicles used for riprap on rivers, streams or reservoirs, or for erosion control;

4. Vehicles used for educational or instructional purposes at any public school;
5. Vehicles or junk in the custody of the city being stored pending disposal;
6. Vehicles and junk at junkyards which are licensed under, and in compliance with, the laws of the city.

(Ord. 19-86, 1986: prior code § 24-121.2)

10.60.090 – Storage and towing fees set by council resolution.

All storage and towing fees shall be established by the city council by resolution.

(Prior code § 24-121.4)

10.60.100 – Disposal of vehicles.

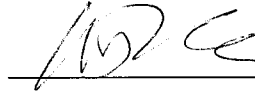
All abandoned vehicles ~~impounded~~ removed under the provisions of this chapter may be disposed of in accordance with Section 31-13-106 et seq., of the Wyoming Statutes, 1977, as amended.

PASSED on 1st reading the 19th day of February, 2019.

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

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

ORDINANCE NO. 6-19

AN ORDINANCE ADOPTING AND APPROVING THE RIGHT-OF-WAY SMALL WIRELESS FACILITY IMPLEMENTATION COST STUDY AND FEE STRUCTURE DEVELOPMENT REPORT; AND, THE SMALL WIRELESS FACILITIES RECOMMENDED REQUIREMENTS.

WHEREAS, last year, Council passed an ordinance updating section 17.12.124 of the Casper Municipal Code (*Wireless Communication Facilities Regulations*); and,

WHEREAS, on September 27, 2018, the FCC released a *Declaratory Ruling and Third Report and Order* (“Order”) that limits state and local management of wireless communication facilities, and the associated fees for use of the rights-of-way and public property in the rights-of-way.

WHEREAS, the Ruling and Order took effect on January 14, 2019; and,

WHEREAS, based on the Order, the City needed to perform cost study and develop implementation recommendations to determine its reasonable, non-discriminatory fees for use of its rights-of-way; and,

WHEREAS, on December 11, 2018, Council approved a contract with Thomas F. Duchen & Associates, Inc., d/b/a River Oaks Communications Corporation (“Consultant”) to perform that work; and,

WHEREAS, the Consultant has completed the cost study and implementation recommendations; and,

WHEREAS, members of each City department reviewed the study and implementation recommendations; and,

WHEREAS, all City departments concur with the cost study and implementation recommendations, and recommend their adoption; and,

WHEREAS, it is important for the City to use the cost study and implementation recommendations as soon as possible, so it can be in compliance with the Order, assist with the rapid deployment of wireless communication facilities, and collect reasonable, non-discriminatory amounts for the use of its rights-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the *Final Report: Right-of-Way Small*

Wireless Facility Implementation Cost Study and Fee Structure Development Report for the City of Casper, dated January 30, 2019, is hereby adopted and approved.

BE IT FURTHER RESOLVED: That the *Small Wireless Facilities Recommended Requirements for the City of Casper*, Wyoming, dated January 30, 2019, is hereby adopted and approved.

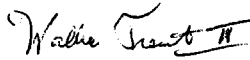
BE IT FURTHER RESOLVED: That the City Manager or his designee shall implement, authorize and modify the requirements of the above-described documents as reasonably necessary in the interest of the City, and in a reasonable, non-discriminatory manner.

PASSED on 1st reading the 19th day of February, 2019.

PASSED on 2nd reading the 5th day of March, 2019.

PASSED, APPROVED, AND ADOPTED on third and final reading the 19th day of March, 2019.

APPROVED AS TO FORM:




ATTEST:


Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

January 29, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Megan Lockwood, Wastewater Treatment Plant Manager

SUBJECT: Authorizing a Procurement Agreement with Water Technology Group in the amount of \$79,112.00 for two Flygt Submersible Wastewater Pumps for use at the Bar Nunn #1 and #2 Lift Stations.

Meeting Type & Date

Regular Council Meeting
February 19, 2019

Action type
Resolution

Recommendation:

That Council, by resolution, authorize a Procurement Agreement for two Flygt Pumps from Water Technology Group, Golden, Colorado in the amount of \$79,112.00 for use at the Bar Nunn #1 & #2 Lift Stations.

Summary:

The Bar Nunn #1 and Bar Nunn #2 lift stations, located near Salt Creek Highway in Bar Nunn, collect and pump wastewater generated from the residential and industrial areas west of I-25 through 8-inch and 10-inch force mains, respectively. Flows are then conveyed to the Regional Wastewater Treatment Facility.

The pumps at these lift stations are 10 years old and have lost significant pumping capacity. The components to be replaced include:

- 2) Flygt Submersible Wastewater Pumps

At the January 22, 2019 Council Pre-Meeting, the Public Services Department requested, and City Council authorized, the sole source purchase of submersible pumps from Water Technology Group. The reasoning was as follows:

1. The City and Regional Wastewater System have, over the years, successfully standardized the pumps, control panels, and appurtenances used in Casper wastewater lift stations to high quality Flygt equipment, resulting not only in improved reliability, but also in the added benefits of better staff familiarity of equipment and the interchangeability of spare parts, pumps, and backup equipment.

2. A sole source request is necessary because Water Technology Group is the only distributor in Colorado and Southern Wyoming authorized to sell, service, and install Flygt products to local government agencies. Xylem Flygt has set this program in place to ensure municipalities have a stable working relationship with their respective distributor and to promote accuracy gained through historical product placement and service. Municipalities do benefit from a discounted materials cost compared to contractors and other direct industrial and commercial customers through this designated distributor program. Casper has had 30 plus years of very good experience with Water Technology Group.

Casper Public Utility crews will install the pumps later this year.

Financial Considerations

Funding for the project will come from Wastewater Treatment Plant Fund Reserves.

Oversight/Project Responsibility

Megan Lockwood, Wastewater Treatment Plant Manager

Attachments

Procurement Agreement with Exhibit "A"
Resolution

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this ____ day of _____ 2019, between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and, Water Technology Group, 14452 West 44th Avenue, Golden, Colorado 80403, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or described in the attached Exhibit "A", page 1 only, which is hereby made a part of this Agreement. The Goods to be furnished are generally described as:

- One (1) Flygt Submersible Wastewater Pump Model NP 3202.095 with Impeller HT #460
- One (1) Flygt Submersible Wastewater Pump Model NP 3202.095 with Impeller HT #469

Contractor's "Standard Terms and Conditions" are excluded from this Procurement Agreement.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. POINT OF DELIVERY.

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

City of Casper Wastewater Treatment Plant
2400 Bryan Evansville Road
Casper, Wyoming 82609

ARTICLE 4. CONTRACT TIME.

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

- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance by April 30, 2019.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollar(s) (\$ 100.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Seventy-Nine Thousand One Hundred Twelve Dollars (\$79,112.00).

ARTICLE 6. PAYMENT PROCEDURES.

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

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
- 6.1.1 Upon receipt and approval of Shop Drawings, and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.
- 6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

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

ARTICLE 7. INTEREST.

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

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages 1 to 5, inclusive).
- 9.2 Exhibit "A" – Page 1 only.
- 9.3 Addenda - None.
- 9.4 Certificate of Insurance.

- 9.5 Procurement General Conditions (Pages PGC-1 to PGC-21, inclusive).
- 9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3, inclusive).
- 9.7 Procurement Specifications.
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award (Pages na to na, inclusive).
- 9.10 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.12 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.
- 10.4 The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Owner specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the parties hereto have caused this Procurement Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

BY:

TITLE: Inside Engineered Sales

CONTRACTOR:

Water Technology Group
14452 West 44th Avenue
Golden, Colorado 80403

BY:

TITLE: Inside Engineered Sales

ATTEST:

BY:

TITLE: Fleur D. Tremel
City Clerk

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

BY:

TITLE: Charles Powell
Mayor

To: City of Casper

Reference: Bar Nunn Replacement Pumps

OP-472476-R1

Date: 01-02-19

Bar Nunn #1 Replacement Pumps – Design Point: 620 GPM @ 101' TDH

Qty:1 Flygt submersible wastewater pump, model NP 3202.095 with impeller HT #469. The pump's impeller and wear plate are constructed of Hard-Iron for improved wear resistance. Unit shall be driven by a 45 HP, 1800 RPM, 460/3/60 submersible FM rated motor with 50' of sub cable. The pump shall be equipped with an FLS leakage sensor and a 4" discharge.

Your total net price for the pumps listed above-----\$34,253.00

Bar Nunn #2 Replacement Pumps – Design Point: 753 GPM @ 121' TDH

Qty:1 Flygt submersible wastewater pump, model NP 3202.095 with impeller HT #460. The pump's impeller and wear plate are constructed of hard iron for improved wear resistnace. Unit shall be driven by a 60 HP, 1800 RPM, 460/3/60 submersible FM rated motor with 50' of sub cable. The pump shall be equipped with an FLS leakage sensor and a 6" discharge.

Your total net price for the pumps listed above-----\$44,859.00

Notes and clarifications

1. Pump selections are based on information provided
2. Anything not specifically listed above is included
3. Taxes are not included in the pricing
4. Lead time, 10-12 weeks ARO
5. Freight charges are prepaid and allowed to the job site
6. Quote is valid through April of 2019.

Sincerely,
Brandon Cole
Service and Aftermarket Sales
bcole@wtrgroup.com 303-888-7265

STANDARD TERMS AND CONDITIONS

Price is FOB City of Casper Wyoming. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment terms are net 30 days with approved credit. An interest charge of 1-1/2% per month will be added to balances over 30 days. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law. In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

RESOLUTION NO.19-31

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH WATER TECHNOLOGY GROUP FOR TWO FLYGT SUBMERSIBLE WASTEWATER PUMPS FOR USE AT THE BAR NUNN #1 AND #2 LIFT STATIONS.

WHEREAS, the City has need for the furnishing of two (2) Flygt Submersible Wastewater Pumps for use at the Bar Nunn #1 and #2 Lift Stations; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the pumps as required by an agreement between the Contractor and the City; and,

WHEREAS, the City desires to retain the Contractor for furnishing the pumps.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a procurement agreement with Water Technology Group, 14452 West 44th Avenue, Golden, Colorado 80403, for the furnishing of two (2) Flygt Submersible Wastewater Pumps.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the procurement agreement in an amount not to exceed Seventy-Nine Thousand One Hundred Twelve Dollars (\$79,112.00).

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

February 22, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: Amendment to the Contract for Professional Services with Trihydro Corporation for conducting Phase I and Phase II Environmental Site Assessments (ESA's) in the Old Yellowstone District (OYD) as awarded for the U.S. EPA Brownfields Assessment Grant

Meeting Type & Date:

Regular Council Meeting, March 5, 2019.

Action Type:

Resolution.

Recommendation:

That Council, by resolution, authorize an amendment to the Contract for Professional Services with Trihydro Corporation for conducting Phase I and Phase II Environmental Site Assessments (ESA's) in the Old Yellowstone District as awarded for the U.S. EPA Brownfields Assessment Grant.

Summary:

The City was awarded a U.S. Environmental Protection Agency (EPA) Brownfield Assessment Grant on September 8, 2016 in the amount of \$400,000. The purpose of the grant is to assist the City with the continued redevelopment in the Old Yellowstone District by assessing the potential for contamination, and to cover the cost of Phase I and Phase II Environmental Assessments for property owners in the area.

The City advertised an RFQ (Request for Qualifications) in the fall of 2016 to search for consultants who had the technical skills and expertise to conduct the environmental site assessments. Seven (7) firms, many of them local to Wyoming, submitted proposals. A selection committee convened, including one (1) City Councilperson, along with City staff, and they chose Trihydro Corporation. Trihydro, with an office in Casper, was the most qualified firm for this particular project. Trihydro Corporation represented that they are able to complete the requested work for Two Hundred Sixty Four Thousand Seven Hundred Eighty Four Dollars (\$264,784), well under the awarded amount of the grant. The original scope of work has now been completed, and the City and Trihydro have enthusiastic approval from the EPA to conduct additional environmental assessments with the leftover funds.

Financial Considerations:

All funds are sourced from an EPA \$400,000 grant awarded to the City.

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is managing the grant, and environmental assessments.

Attachments:

Resolution

Amendment to the Contract for Professional Services.

**AMENDMENT NO. 1 TO THE CONTRACT
FOR PROFESSIONAL SERVICES ("AMENDMENT")**

This Amendment to the Contract for Professional Services ("Amendment") is entered into on this 5th day of March, 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. Trihydro Corporation, 1252 Commerce Dr., Laramie, Wyoming 82070 ("Contractor").

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

RECITALS

A. On February 7, 2017, the City and Consultant entered into a *Contract for Professional Services* ("Contract") for conducting Phase I Environmental Site Assessments (ESA's) and Phase II ESA's, to implement the Work Plan approved by the U.S. EPA as a part of the U.S. EPA Brownfields Assessment grant awarded to the City on September 8, 2016.

B. The City was awarded a total of Four Hundred Thousand Dollars (\$400,000) with the U.S. EPA Brownfields Assessment grant. The Professional Services Contract currently in place accounted for Two Hundred Sixty Four Thousand, Seven Hundred Eighty Four Dollars (\$264,784) of the total award. Contractor is able to provide additional services beyond the original scope, utilizing the balance of the grant monies available.

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, SECTION 1. "SCOPE OF SERVICES."

Part I, Section 1, "Scope of Services" is hereby amended to add the following additional task:

Task 6 –

-Complete 1 Site Eligibility Determination (SED) for submittal and approval to EPA

Template 9/26/17

Trihydro Corporation

- Update SEDs for additional Phase II work as needed
- Complete 1 Phase I Assessment
- Develop 3 work plans for Phase II Assessments
- Conduct 3 Phase II Assessments
- Prepare 3 Phase II Reports
- Attend four project update meetings with the City of Casper or OYD Advisory Committee
- Lead 1 informational session or public meeting for interested property owners
- Prepare materials for the public meeting

Deliverables:

- 1 Site Eligibility Determination for EPA approval
- 1 Phase I assessment report
- 3 Work Plans for Phase II assessments
- 3 Phase II Reports

3. AMENDMENT TO PART I, SECTION 3. "SCOPE OF SERVICES."

Part I, Section 3, "Compensation" is hereby amended as follows:

To account for the additional Scope of Services in this Amendment, the compensation amount is hereby changed to Three-hundred Ninety-six Thousand, Nine-hundred Forty-two Dollars (\$396,942).

4. 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

Walter Trumbull

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

CONSULTANT

By: Autumn Bainer

Printed Name: Autumn Bainer

Title: Contracts Administrator

By: George S. Martin III

Printed Name: George S. Martin III

Title: Senior Vice President / COO

RESOLUTION NO.19-32

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH TRIHYDRO CORPORATION FOR CONDUCTING PHASE I AND PHASE II ENVIRONMENTAL SITE ASSESSMENTS IN THE OLD YELLOWSTONE DISTRICT.

WHEREAS, the City of Casper was awarded a Brownfields Assessment Grant (Grant Number 96849701) from the U.S. EPA on September 8, 2016 in the amount of Four Hundred Thousand Dollars (\$400,000) to be used to conduct Phase I and Phase II Environmental Site Assessments in the Old Yellowstone District; and,

WHEREAS, the City of Casper secured Trihydro Corporation as its consultant to implement the Work Plan approved by the U.S. EPA as a part of the U.S. EPA Brownfields Assessment Grant; and,

WHEREAS, the initial contract with Trihydro Corporation (Phase I) totaled Two Hundred Sixty Four Thousand Seven Hundred Eighty-Four Dollars (\$264,784) of the Four Hundred Thousand Dollars available; and,

WHEREAS, the City and Trihydro Corporation have obtained permission from the EPA to conduct additional environmental site assessments with the leftover grant funds that were not expended; and,

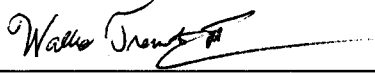
WHEREAS, Trihydro Corporation is ready, willing and able to provide additional services beyond the original scope, utilizing the balance of the grant monies available.

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 Trihydro Corporation for the services and terms 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 Three Hundred Ninety-Six Thousand, Nine Hundred Forty-Two Dollars (\$396,942).

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

APPROVED AS TO FORM:




ATTEST:


Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

February 21, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing a pre-application submittal to the Wyoming State Loan and Investment Board for an Eight Million Dollar (\$8,000,000) Clean Water State Revolving Fund (CWSRF) Loan for the North Platte Sanitary Sewer Interceptor Rehabilitation Project.

Meeting Type & Date
Regular Council Meeting
March 5, 2019

Action type
Authorization

Recommendation:

That Council, by resolution, authorize a pre-application submittal to the Wyoming State Loan and Investment Board for an Eight Million Dollar (\$8,000,000) Clean Water State Revolving Fund (CWSRF) Loan for the North Platte Sanitary Sewer Interceptor Rehabilitation Project.

Summary:

The North Platte Sanitary Sewer Interceptor (NPSSI) is a 47,000 foot long pipeline that begins on the west side of Paradise Valley, collects wastewater from homes and businesses from Casper, Bar Nunn, Mills, and several Water & Sewer, and Improvement & Service Districts, and conveys the wastewater to the Sam Hobbs Regional Wastewater Treatment Plant (WWTP). The interceptor ranges in diameter from 24 to 54 inches and is constructed of unlined reinforced concrete pipe (RCP). The pipeline was designed and constructed during the early 1980's at a time when Casper was expected to grow significantly. The interceptor was sized to accommodate the anticipated growing population. However, Casper did not experience the growth expected, leaving a pipeline that is oversized and underutilized. Low, slow flows in the interceptor allow for the creation of hydrogen sulfide gas (H₂S), a chemical that is toxic and highly corrosive to concrete pipe. Concerns regarding the extent of corrosion in the interceptor prompted a risk-based condition assessment of the NPSSI.

CH2M HILL Engineering Inc. conducted the North Platte Sanitary Sewer Condition Assessment Study in two phases. During Phase I of the study, each manhole along the pipeline was inspected. Additionally, a pole mounted zoom camera was used to visually inspect 25-75 feet of pipeline in both directions out of each manhole. During this initial assessment, just over 12,000 feet of pipeline was identified as potentially having extensive corrosion. During Phase II of the study, these pipes were televised using closed circuit television (CCTV), which provided more comprehensive

pipeline condition data. Additionally, core samples of the pipe walls were taken and tested to determine pipe integrity at two locations expected to have a high degree of corrosion.

The final report of the North Platte Sanitary Sewer Interceptor Condition Assessment Study identified three areas of capital improvements that are necessary to extend the dependable service life of the NPSSI: 1) drop connection improvements, 2) pipeline rehabilitation, and 3) manhole rehabilitation. Drop connections are pipes that drop wastewater from a tributary sewer pipeline into the interceptor. Currently, three of these connections cause turbulence at the junction, which releases increased amounts of H₂S gas and accelerates deterioration. Drop connection improvements will limit turbulence and retard corrosion of the adjacent RCP. Reconstruction of these drop connections is estimated to cost \$530,000.

Trenchless pipeline rehabilitation was recommended for 10,696 feet of interceptor pipeline that either displayed signs of advanced H₂S corrosion, pipe wall loss of more than one inch, exposed pipe reinforcement, and other major structural flaws, or had notable corrosion and was adjacent to a high priority area. Depending on the technology used, the project may include a combination of temporary installation pits, new manhole structures, and/or surface restoration. Pipeline cleaning, bypass pumping, and appropriate odor control measures must also be incorporated into the rehabilitation design. The estimated cost for the pipeline rehabilitation is \$6,070,000.

Finally, it was recommended that all connected manhole structures on the pipelines identified for improvements also be rehabilitated. This includes chemical grouting, coating, and corrosion proof lining of 44 manholes. These improvements may extend the life of the manholes 30-40 years. The estimate for manhole rehabilitation is \$275,000.

The total NPSSI rehabilitation cost is estimated at \$6.875 million. Assuming standard design costs of 10% and a construction administration cost of 8%, the total project cost is anticipated to be just over \$8,000,000.

A facility for liquid phase chemical treatment and corrosion mitigation was completed in FY17 to help inhibit further degradation of the pipeline from hydrogen sulfide gas. In the past, summertime flushing flows from the Paradise Valley wells were used to help control H₂S generation in the NPSSI, but these flushing flows are high in selenium.

Combined, these capital improvements and corrosion mitigation will save tens of millions of dollars in future pipe repairs and replacements while extending the service life of the pipeline another 30+ years.

Council considered and conceptually approved this pre-application submittal at its February 12, 2019 Council Work Session.

Financial Considerations

The CWSRF loan will be for \$8 M and will be eligible for 25% principal forgiveness. Upon completion of the project and consummation of the amended promissory note, the outstanding \$6 million loan balance is proposed to be paid off using the Opportunities Fund.

Oversight/Project Responsibility

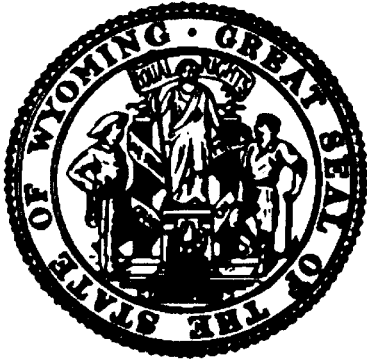
Andrew Beamer, P.E., Public Services Director

Bruce Martin, Public Utilities Manager

Attachments

Resolution

Application



WYOMING CLEAN WATER STATE REVOLVING FUND

LOAN PRE-APPLICATION FOR SPECIAL PROGRAM INCENTIVES

OFFICE OF STATE LANDS AND INVESTMENTS

Please submit 1 original, signed in Blue Ink by the authorized representative of the governing body, and 2 copies of the Loan Pre-application for Special Program Incentives; to:

Office of State Lands & Investments
122 West 25th Street
Herschler Bldg. 3W
Cheyenne, WY 82002

If you need assistance in completing this form, please contact the following agencies:

Application and/or financial information:

State Lands & Investments, 307-777-6046

Technical, Environmental, or project specific information:

Wyoming Department of Environmental Quality

Water Quality Division, 307-777-6371

**CWSRF Application Checklist (1 original of all items on list and all documents are to be signed in blue ink;
and 2 copies of each item on list starting with "application")**

<input checked="checked" type="checkbox"/>
<input checked="checked" type="checkbox"/>
<input checked="checked" type="checkbox"/>
<input checked="checked" type="checkbox"/>

Application Cover Sheet (page 2)

Application Summary Form (page 3)

Application - Resolution authorizing submission of application (page 4)

List of estimated project schedule and timelines. Upon Loan approval, this list will be attached to the Loan Agreement. (Page 5) - Project Timeline

OFFICE OF STATE LANDS AND INVESTMENTS
Clean Water State Revolving Fund
PRE-APPLICATION COVER SHEET

Applicant: City of Casper, Wyoming Date: 02/25/2019

Address: 200 North David Street, Casper, WY 82601

Contact Person: Bruce Martin

E-mail address: bmartin@casperwy.gov Phone No.: (307) 235-7543

Engineer: Preliminary Studies Completed by CH2M Hill - No Engineer Selected for Design At This Time

E-mail address: _____ Phone No.: _____

Tax I.D. Number (required): 83-6000049

Population	66,800
Annual Median Household Income	60,470.00
Project Ranking on Intended Use Plan/Year of Intended Use Plan	742,019
Date of Mandatory Public Meeting	04/12/2019

Project Name: North Platte Sanitary Sewer Rehabilitation

Brief Description: Perform drop connection improvements, manhole rehabilitation, and pipeline rehabilitation.

Funding Source	Amount Requested	
Clean Water SRF Loan (Core Program 2.5% Interest)	\$0.00	
		AMT OF PRINCIPAL FORGIVENESS REQUESTED
Clean Water SRF Loan (Special Program 2.5% Interest)	\$8,000,000.00	\$2,000,000.00
Clean Water SRF Loan (Special Program-Green Project 0% Interest)	\$0.00	\$0.00

Total SRF Funding Requested \$ 8,000,000.00 (total from table above)

Applicant's Other Funding \$ 0.00 (total from table below)

Total Project Cost \$ \$8,000,000.00

*List applicants other funding sources individually. Provide funding source, funding amount and status for each source:

Funding Source	Funding Amount	Funding Status	
		Approved	Pending
		Approved	Pending
		Approved	Pending
		Approved	Pending
		Approved	Pending
		Approved	Pending
		Approved	Pending
		Approved	Pending
		Approved	Pending

PRE-APPLICATION SUMMARY FORM

Applicant: City of Casper, Wyoming	Project Name: North Platte Sanitary Sewer Rehabilitation
-------------------------------------------	-----------------------------------------------------------------

Water Rate Information

Current Number of Service Connections:	21,727
Water Meters	Water Meters in Use? <input checked="" type="radio"/> Yes <input type="radio"/> No

Rate per 20,000 gallons or monthly flat rate if not metered:	\$77.98
Rate Schedule as more water is used:	\$3.78 per 1,000 gallons
Attach rate schedule if necessary – Schedule attached?	Rate Schedule Attached? <input checked="" type="radio"/> Yes <input type="radio"/> No

Sewer Rate Information

Rate per 1,000 gallons or monthly flat rate	3.53	Monthly minimum 8.69
---------------------------------------------	------	----------------------

Assessed Valuation this FY:	\$513,544,086						
Assessed Valuation for each of the last three FY's:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 15%;">2018</td> <td style="border: 1px solid black; width: 35%;">526,237,218.00</td> <td style="border: 1px solid black; width: 15%;">2017</td> <td style="border: 1px solid black; width: 35%;">546,813,835.00</td> <td style="border: 1px solid black; width: 15%;">2016</td> <td style="border: 1px solid black; width: 35%;">542,592,269.00</td> </tr> </table>	2018	526,237,218.00	2017	546,813,835.00	2016	542,592,269.00
2018	526,237,218.00	2017	546,813,835.00	2016	542,592,269.00		
Total Mills levied this FY:	8.0 (City Levy)						

DETAILED PROJECT DESCRIPTION:

The North Platte Sanitary Sewer Interceptor (NPSSI) is a 47,000 foot long pipeline that begins on the west side of Paradise Valley, collects wastewater from homes and businesses from Casper, Bar Nunn, Mills, and several Water & Sewer, and Improvement & Service Districts, and conveys the wastewater to the Sam Hobbs Regional Wastewater Treatment Plant (WWTP). The interceptor ranges in diameter from 24 to 54 inches and is constructed of unlined reinforced concrete pipe (RCP). The pipeline was designed and constructed during the early 1980's at a time when Casper was expected to grow significantly. The interceptor was sized to accommodate the anticipated growing population. However, Casper did not experience the growth expected, leaving a pipeline that is oversized and underutilized. Low, slow flows in the interceptor allow for the creation of hydrogen sulfide gas (H₂S), a chemical that is toxic and highly corrosive to concrete pipe. Concerns regarding the extent of corrosion in the interceptor prompted a risk-based condition assessment of the NPSSI.

CH2M HILL Engineering Inc. conducted the North Platte Sanitary Sewer Condition Assessment Study in two phases. During Phase I of the study, each manhole along the pipeline was inspected. Additionally, a pole mounted zoom camera was used to visually inspect 25-75 feet of pipeline in both directions out of each manhole. During this initial assessment, just over 12,000 feet of pipeline was identified as potentially having extensive corrosion. During Phase II of the study, these pipes were televised using closed circuit television (CCTV), which provided more comprehensive pipeline condition data. Additionally, core samples of the pipe walls were taken and tested to determine pipe integrity at two locations expected to have a high degree of corrosion. The final report of the North Platte Sanitary Sewer Interceptor Condition Assessment Study identified three areas of capital improvements that are necessary to extend the dependable service life of the NPSSI: 1) drop connection improvements, 2) pipeline rehabilitation, and 3) manhole rehabilitation. Drop connections are pipes that drop wastewater from a tributary sewer pipeline into the interceptor. Currently, three of these connections cause turbulence at the junction, which releases increased amounts of H₂S gas and accelerates deterioration. Drop connection improvements will limit turbulence and retard corrosion of the adjacent RCP.

Trenchless pipeline rehabilitation was recommended for 10,696 feet of interceptor pipeline that either displayed signs of advanced H₂S corrosion, pipe wall loss of more than one inch, exposed pipe reinforcement, and other major structural flaws, or had notable corrosion and was adjacent to a high priority area. Depending on the technology used, the project may include a combination of temporary installation pits, new manhole structures, and/or surface restoration. Pipeline cleaning, bypass pumping, and appropriate odor control measures must also be incorporated into the rehabilitation design. Finally, it was recommended that all connected manhole structures on the pipelines identified for improvements also be rehabilitated. This includes chemical grouting, coating, and corrosion proof lining of 44 manholes. These improvements may extend the life of the manholes 30-40 years.

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents or instruments relating to the analysis of this application.

Charles Powell, Mayor

Name and Title (typed)	Signature	Date
Bruce Martin, Public Utilities Manager		
Name and Title of Contact Person	Phone No.	(307) 235-7543
	E-mail:	bmartin@casperwy.gov

Applicant:

City of Casper, Wyoming

Project Name:

North Platte Sanitary Sewer Rehabilitation

PROJECT TIMELINE

Task	Date	Actual/Estimate
1. Contract documents submitted to SRF Staff for approval	01/01/2020	Estimate
a) Apply for DEQ Permit to Construct	01/01/2020	Estimate
b) All permits, easements, Right of Ways approved or finalized/signed	04/01/2020	Estimate
2. Publish call for bids approved by SRF Staff	04/06/2020	Estimate
3. Construction start date	06/01/2020	Estimate
4. Substantial completion date	12/31/2020	Estimate
5. Construction end date	02/01/2021	Estimate

RESOLUTION NO.19-33

A RESOLUTION AUTHORIZING SUBMISSION OF A PRE-APPLICATION FORM TO THE STATE LOAN AND INVESTMENT BOARD FOR A LOAN THROUGH THE STATE REVOLVING FUND ON BEHALF OF THE GOVERNING BODY OF THE CITY OF CASPER FOR THE PURPOSE OF THE NORTH PLATTE SANITARY SEWER REHABILITATION PROJECT.

WHEREAS, the Governing Body for the City of Casper desires to participate in the State Revolving Fund program to assist in financing rehabilitation of the North Platte Sanitary Sewer (the "project"); and,

WHEREAS, the Governing Body for the City of Casper recognizes the need for this project; and,

WHEREAS, the State Revolving Fund program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and,

WHEREAS, the Governing Body for the City of Casper plans to repay the requested State Revolving Fund Loan from the following sources: 1) Wastewater Treatment Plant Fund user charges; 2) Collected Wastewater Treatment Plant system investment charges; and 3) the Opportunities Fund (established with 1% #14 funds).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That a loan application as described above in the amount of Eight Million Dollars (\$8,000,000) be submitted to the State Loan and Investment Board for consideration at the State Loan and Investment Board meeting to assist in funding the North Platte Sanitary Sewer Rehabilitation Project.

BE IT FURTHER RESOLVED: That the Mayor or City Manager of the City of Casper are hereby designated as the authorized representative of the City of Casper to act on behalf of the Governing Body on all matters relating to this loan application.

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

APPROVED AS TO FORM

Walker T. Smith

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

February 5, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Andrew Beamer, Public Services Director *B*
SUBJECT: Authorizing a License Agreement with Black Hills Energy for Installation of Buried Gas Lines

Meeting Type & Date
Regular Council Meeting
March 5, 2019

Action Type
Resolution

Recommendation
That Council, by resolution, authorize a license agreement with Black Hills Energy to install buried gas lines and appurtenances within City-owned property.

Summary
Black Hills Energy requests the City's permission to install underground gas lines and appurtenances within City property. Installation will occur along the Rails-to-Trails corridor east and west of Hat Six Road. Installation of the line will provide gas service to adjacent businesses. Provisions in the license agreement call for Black Hills Energy to be responsible for all costs associated with construction and maintenance of the facilities and appurtenances, and restoration of the property should the license agreement be revoked.

Financial Considerations
None.

Oversight/Project Responsibility
Andrew Beamer, Public Services Director

Attachments
Resolution
License Agreement for Gas Line and Appurtenances

LICENSE AGREEMENT FOR GAS LINE AND APPURTENANCES

THIS LICENSE AGREEMENT ("LICENSE") is made and entered into this ____ day of _____, 2019, by and between the City of Casper, Wyoming, a Wyoming municipal corporation, with offices located at 200 North David, Casper, Wyoming, the "**LICENSOR**," and Black Hills Gas Distribution, LLC, d/b/a Black Hills Energy, with offices located at 1301 W. 24th Street, Cheyenne, Wyoming the "**LICENSEE**."

THIS LICENSE is granted upon such express terms and conditions as are hereinafter set forth, and should the Licensee at any time violate any of the terms and conditions, the Licensor may, at its option, immediately revoke this License.

1. The "Licensor," in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants to the Licensee, the right, privilege and license to enter upon the lands of Licensor to survey, construct, operate, patrol, inspect, maintain, alter, add pipes, repair, rebuild and remove, on, under and over said lands and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission and distribution of gas and all appurtenances and appliances necessary in connection therewith, including, but not limited to, above ground valve settings or district regulator stations (together, the "**Facility**"), and the right of ingress and egress to and from the said lines of Licensee over the lands of Licensor so that Licensee may go to and from said lines from the public roads adjacent to Licensor's lands, which said lands of Licensor, situate in the County of Natrona, in the State of Wyoming, further described in Exhibits A and B, attached hereto and incorporated herein by this reference (the "**Premises**").
2. Licensee is given the right to trim, cut and clear away or otherwise control any trees, limbs, brush and vegetation on or adjacent to the above described Premises whenever, in its judgment, such will interfere with or endanger the construction, safety, operation or maintenance of said lines. In exercising its rights of ingress and egress Licensee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused thereby.
3. The work of constructing, altering, maintaining, repairing, replacing or removing the Facility shall be performed and completed in a good and workmanlike manner in accordance with good construction practice and the applicable City of Casper requirements. The work shall be performed at the sole expense of the Licensee. The Licensee's responsibility shall include, but not be limited to, restoring all surfaces to the same condition they were in prior to the construction authorized by this license. Licensee shall maintain the Facility in a safe condition. The Licensor reserves the right to, but need not, inspect such work in order to ensure compliance with said standards. Such work of construction, alteration, maintenance, repair, replacement or removal of the Facility shall be done in such a manner as to not unreasonably interfere with the use of said premises by the Licensor and the general public and in such manner as to in no way endanger the general public in the use of said premises.

4. Licensee shall release and discharge Licensor, its Mayor, City Council, and employees of or agents acting on behalf of the Licensor, Mayor, and/or City Council, from any and all liability for damage to or destruction of the said Facilities. Licensee shall and hereby assumes any and all liability for injury to or death of any and all persons whomsoever, including officers, employees, and agents of the parties hereto, and members of the public; and for loss of or damage to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of the parties hereto, in any manner arising from or during the construction, any reconstruction, use, maintenance, repair, or removal of said Facility, however such injury, death, loss, damage, or destruction aforesaid may occur or be caused. Licensee further agrees to indemnify, hold harmless and reimburse Licensor for costs incurred, including reasonable attorney's fees incurred in defending any suit brought against Licensor, its Mayor, City Council, and/or employees on account of any such personal injuries, death, or damage to property, and to pay and satisfy any final judgment that may be rendered against the Licensor, its Mayor, City Council, and/or employees in any such suit or action. Licensee further agrees to indemnify, defend and hold Licensor harmless from and against any claim (including, but not limited to, direct damages, indirect damages, and incidental and consequential damages of any kind whatsoever) resulting from the reversion of ownership of the land identified in Exhibit A which divests the Licensor of ownership, fully or partially, and affects the validity of any portion of this License.
5. The Licensor reserves the right to use, occupy, and enjoy said property in such a manner and at such times as it shall desire, and the same as if this instrument had not been executed by it. However, such use shall not interfere with or endanger the construction, safety, operation or maintenance of the Facility. In addition, the granting of any subsequent licenses or easements to third parties that either cross Licensee's gas lines or are situated within five (5) feet of Licensee's gas lines shall require written permission from Licensee, which shall not be unreasonably withheld.
6. If any use by the Licensor shall, at any time, necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee within a reasonable time at the sole expense of said Licensee, upon the demand of the City Manager or his/her designee, and neither the City of Casper nor the City Manager, or his designee shall be liable to said Licensee on account thereof, or on account of any damage growing out of any use which the Licensor may make of said property.
7. This License shall be for an initial term of 20 years with automatic one year renewals thereafter. The Licensor shall have the right to revoke the License upon giving not less than 180 days' notice in writing to said Licensee; and Licensee shall, upon receipt of said notice, and, in the manner directed by the Licensor, remove all of the Facility and each and every part thereof hereby authorized and restore the premises to the same condition as before the granting of this License. If the Facility, or any portion thereof, is not removed within one (1) year after receipt of said written notice provided above, then said Facility or any part thereof not so removed shall be considered to be abandoned and shall become property of the Licensor. Upon the refusal or failure of Licensee to remove said Facility, the Licensor or its designate may remove said Facility and each and every part thereof, and restore the premises to the same condition as before the granting of this License, and Licensee hereby agrees to

promptly pay the Licensor the costs of said removal of the Facility and each and every part thereof.

8. The waiver of any breach of any of the terms or conditions of this License shall be limited to the act, or acts, constituting such breach, and shall never be construed as being a continuing or permanent waiver of any of such terms or conditions, all of which shall be and remain in full force and effect as to future acts or happenings, notwithstanding any such individual waiver of any breach thereof.
9. This License is granted to Licensee subject to all existing easements, right-of-ways, covenants, restrictions, and reservations.
10. No assignment of this License or any interest therein and no sublicense for any purpose shall be made or granted by Licensee without the prior written consent of Licensor. Any assignment or sublicense in violation of this paragraph is void.
11. Licensor does not warrant or represent that the premises are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this License.
12. Licensee agrees and acknowledges that it does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the premises by virtue of this license or its occupancy or use hereunder. However, title to the Facility shall be and remain in the Licensee.
13. Upon termination of the License, the Licensee shall return the property to the same or better condition as it was prior to Licensee's use. Upon failure to return the property to the same or better condition as it was prior to Licensee's use, or to remove the Facility, the Licensor may remove the Facility or restore the property, and the Licensee will be responsible to pay costs of removal and restoration of the property.
14. Licensee shall repair, at its expense, any damage to crops, fences, livestock, personal property, utilities, streets, sidewalks or any other facilities, currently in place which are damaged by Licensee's activities.
15. Licensee shall install, maintain, operate and maintain the Facilities in such a manner as to not disrupt any utility service or street, except to the extent approved ahead of time by the City Engineer. Licensee shall conduct all traffic controls required by any federal, state or local law or regulation or by the City Engineer.
16. Licensee shall comply with all federal, state or local laws and regulations, including all environmental laws. Licensee shall obtain all required permits, permission, licenses, etc. prior to performing any work on any City property.
17. Licensee shall obtain permission from the City Engineer prior to first performing any work on any property owned or controlled by the City. Licensee shall comply with all City requirements and requests of the City Engineer.

18. The City Engineer shall be the City's designee for any work or permission necessary pursuant to this license.
19. The Licensor 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 Licensor specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
20. This License contains the entire agreement between the parties hereto, the terms hereof may not be modified in any respect whatsoever unless in writing by both parties under the signature of the duly authorized representative of both parties.
21. This License shall be recorded by the Licensor, at the Licensee's sole cost and expense, in the Natrona County, Wyoming, Clerk's office.
22. Until a different address is provided in a notice to the other party, all notices, demands or requests made by either party to the other which are required or permitted by the provisions of this License shall be in writing and shall be deemed sufficiently given if: (a) delivered by hand (against a signed receipt); (b) mailed by United States certified or registered mail, return receipt requested, postage prepaid); or (c) sent by nationally recognized commercial overnight delivery service at the following addresses:

Black Hills Gas Distribution, LLC
Attn: Jim Wasson
Right of Way Department
1301 W. 24th Street
Cheyenne, Wyoming 82001

City of Casper
Attn: Public Services Director
200 North David
Casper, WY 82601

Notwithstanding anything contained in this License to the contrary, any notice required to be given by Licensor or Licensee hereunder shall be deemed to be effective as of the date such notice is received or refused as reflected on said notice.

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

LICENSOR:

APPROVED AS TO FORM



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST

Charles Powell
Mayor

Fleur D. Tremel
City Clerk

STATE OF WYOMING)
)
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: _____]

LICENSEE:

APPROVED AS TO FORM

Black Hills Gas Distribution, LLC

By: Jim Wasson

Printed Name: Jim Wasson

Title: Right-of-way Agent

WITNESS

By: Debra L. Webber

Printed Name: Debra L. Webber

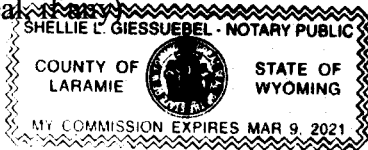
Title: Sr. Admin Assistant

STATE OF WYOMING)

COUNTY OF LARAMIE)

This instrument was acknowledged before me on this 30 day of Jan,
2019, by Jim Wasson, as the Right of Way Agent for Black Hills Gas Distribution, LLC.

(Seal if any)



Shellie L. Giessuebel
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 3-9-2021]

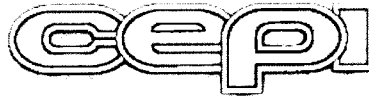


EXHIBIT "A"
CITY OF CASPER, WYOMING
RAILS TO TRAILS
30' WIDE GAS LINE LICENSE

A thirty foot (30') wide strip of land designated as a Natural Gas Pipeline License located within a portion of the SW¼ of Section 4, the S½ of Section 5 and the NW¼ of Section 9, T.33N., R.78W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof, being 15 feet on each side of the following described center lines:

License No. 1:

Commencing at the southeast corner of said Section 5, monumented by a brass cap;

Thence N49°29'55"W, a distance of 1544.85 feet to the Point of Beginning located on the east line of the Lallo Investments, LLC parcel as described in Special Warranty Deed recorded as Instrument No. 943012 on December 31, 2012;

Thence in a southeasterly direction along a curve to the right having a radius of 3756.15 feet, through a central angle of 14°54'36", a distance of 977.45 feet, with a chord bearing of S72°12'36"E, a distance of 974.70 feet to the end of curve;

Thence S64°41'42"E, a distance of 298.14 feet to an angle point;

Thence S64°51'11"E, a distance of 275.43 feet to an angle point;

Thence S64°15'25"E, a distance of 519.75 feet to the Point of Termination located on the west right-of-way line of Hat Six Road (State Highway 253).

The total length of this license, as measured along the above described center line is 125.50 Rods.

Along with:

A twenty-five foot (25') wide Temporary Construction Easement, located south of and adjacent to, the above described Natural Gas Pipeline License and as shown on the attached Exhibit B,

And

A forty-five foot (45') wide Temporary Construction Easement, located north of and adjacent to, the above described Natural Gas Pipeline License and as shown on the attached Exhibit B

The above described Temporary Construction Easements will become null and void one year after the Natural Gas Pipeline has been put into service.

License No. 2:

Commencing at the southwest corner of said Section 4, monumented by a brass cap;

Thence N80°52'07"E, a distance of 946.50 feet to the Point of Beginning located on the east right-of-way line of Hat Six Road (State Highway 253);

Thence S64°45'34"E, a distance of 1728.79 feet to an angle point;

Thence S63°30'05"E, a distance of 181.36 feet to the Point of Termination located on the west line of the Kimball Pioneer Ranch parcel.

The total length of this license, as measured along the above described center line is 115.77 Rods.

The basis of bearing of the above descriptions is based on the Wyoming State Plane Coordinate System, East Zone.

Along with:

A twenty-five foot (25') wide Temporary Construction Easement, located south of and adjacent to, the above described Natural Gas Pipeline License and as shown on the attached Exhibit B,

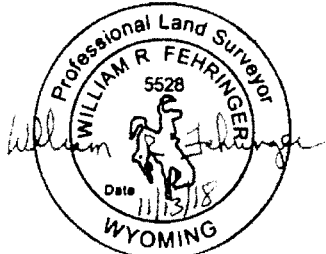
And

A forty-five foot (45') wide Temporary Construction Easement, located north of and adjacent to, the above described Natural Gas Pipeline License and as shown on the attached Exhibit B

The above described Temporary Construction Easement will become null and void one year after the Natural Gas Pipeline has been put into service.

The total length of the two City of Casper Licenses as described above is 241.27 Rods.

I hereby certify that this description was prepared by me from notes taken during an actual survey made under my direct supervision in May, June and July, 2018, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



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

RESOLUTION NO.19-34

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT
WITH BLACK HILLS ENERGY TO INSTALL BURIED GAS
LINES WITHIN CITY-OWNED PROPERTY.


WHEREAS, Black Hills Energy has requested permission from the City to use City property for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing underground gas lines and appurtenances along the Rails-to-Trails corridor east and west of Hat Six Road; and,

WHEREAS, the City of Casper has determined that the use of said City-owned property will not unreasonably interfere with the use thereof by the City or the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a license agreement with Black Hills Energy for the purpose of using certain City-owned property for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing underground gas lines and appurtenances, more particularly described in said license agreement, and specifically subject to the conditions set forth therein.

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

February 6, 2018

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

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

SUBJECT: Authorizing an Agreement with 71 Construction, in the Amount of \$486,107.10, for the 29th Street Improvements, Project No. 18-080.

Meeting Type & Date
Regular Council Meeting
March 5, 2019

Action type
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with 71 Construction, for construction of the 29th Street Improvements, Project No. 18-080, for the base bid amount of \$486,107.10. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$23,892.90, for a total project amount of \$510,000.00.

Summary

On February 6, 2019, bids were received from four (4) contractors for construction of the 29th Street Improvements. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
71 Construction	Casper, Wyoming	\$486,107.10
Ramshorn Construction	Casper, Wyoming	\$525,802.50
ISCO	Casper, Wyoming	\$537,153.00
Wayne Coleman Construction	Casper, Wyoming	\$664,307.00

The Engineering Office estimate for the project was \$540,582.

The City of Casper Public Services Department makes ongoing evaluations and considerations for utility replacements and street reconstruction each year. 29th Street was designated as a high priority for street reconstruction, and Meadow Drive was designated as a high priority for sanitary sewer main replacement.

Plans for the project include one block of sanitary sewer main replacement; milling and overlay of five blocks of asphalt pavement; reconstruction of failing concrete curbwalk; and addition of ADA accessible concrete ramps and signs to improve walkability. Construction of the improvements is to be substantially complete by August 30, 2019.

Financial Considerations

Funding for the project will be from FY19 One Percent #15 funds for Residential Streets and Sewer Fund Reserves.

Oversight/Project Responsibility

Alex Sveda, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution

Agreement

Bid Form

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and 71 Construction, 7072 Barton Drive, Casper, Wyoming, 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace the existing street surfacing (mill & overlay), concrete diamonds, valve box replacements, in-laid crosswalk bars, curbwalk replacement, ADA ramps; replacement of sanitary sewer piping and manholes.

WHEREAS, the Contractor is able and willing to provide those services specified as the

29th Street Improvements, Project No. 18-080.

NOW, THEREFORE, it is hereby agreed as

follows: ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 29th Street Improvements, Project No. 18-080, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by the City of Casper who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by August 23, 2019, and ready for final payment in accordance with Article 14 of the General Conditions by August 30, 2019. Substantial Completion will be accepted once all utilities are installed and in working order, surfacing is replaced and the project site is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan, with no construction and no traffic restrictions around and in school zones during the school year. No open excavations shall remain overnight.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly,

instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Four Hundred Eighty-Six Thousand One Hundred Seven and 10/100 Dollars (\$486,107.10), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Base Bid.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold

five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are

or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-4 of the Bid Form and BS-1 through BS-4 of the Bid Schedule.
- 8.4 Addenda No.: Addendum #1, Addendum #2, Addendum #3.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of nine (9) sections. Special Provisions consisting of seven (7) Sections and nine (9) Drawing "Sheets".
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Minutes of the Pre-Bid Conference, if any.
- 8.13 Contract Drawings, with each sheet bearing the following general title:

29th Street Improvements, Project No. 18-080

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

8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT.

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

ARTICLE 8. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in
one

(1) original copy on the day and year below written.

DATED this _____ day of _____, 2019.

*****THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*****

APPROVED AS TO FORM:
(29th Street Improvements, Project No. 18-080)

Walter Tremel

CONTRACTOR:

ATTEST:

71 Construction
7072 Barton Drive
Casper, Wyoming, 82604

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Fleur D. Tremel

Charles Powell

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
 29th Street Improvements
 Project No. 18-080

THIS BID SUBMITTED TO: City of Casper
 200 North David Street
 Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by August 23, 2019 as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by August 30, 2019, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>One</u>	Dated <u>January 17, 2019</u>
Addendum No. <u>Two</u>	Dated <u>January 24, 2019</u>
Addendum No. <u>Three</u>	Dated <u>February 1, 2019</u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 486,107.10

TOTAL BASE BID, IN WORDS: Four hundred eighty-six thousand one hundred seven dollars and ten cents DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. Copy of Certificate of Residency, if bidding as Wyoming Resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: PO Box 4600
7072 Barten Dr.
Casper, WY 82604

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on February 6, 2019.

BF-2

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: 71 Construction
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)



By: Stu Lopez
PRES
(Title)



Business Address: Shelly Hernandez
7072 Barton Dr.
Casper, WY 82604

Phone Number: 307-235-2922

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE
29th St. Improvements
Project No. 18-080

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	Total Cost
1	Mobilization and Bonds	LS	1	34512.10	34,512.10
2	Traffic Control	LS	1	17,000.00	17,000.00
3	Removal of Obstructions	LS	1	3,200.00	3,200.00
4A	F&I Mill and 2" Hot Plant ACP Overlay (Station 0+00 to Station 7+32 of Surfacing Alignment 1)	SY	3400	15.50	52,700.00
4B	F&I Mill and 2" Hot Plant ACP Overlay (Station 7+32 to Station 10+05 of Surfacing Alignment 1)	SY	1200	15.50	18,600.00
4C	F&I Mill and 2" Hot Plant ACP Overlay (Station 10+05 to Station 12+57 of Surfacing Alignment 1)	SY	1300	15.50	20,150.00
4D	F&I Mill and 2" Hot Plant ACP Overlay (Station 0+00 to Station 3+16 of Surfacing Alignment 2)	SY	1200	15.50	18,600.00

5	F&I ACP Leveling Course	TON	40	100.00	4,000.00
6A	Sub-Excavate and Install Foundation Material	CY	10	40.00	400.00
6B	R&R Base Course	CY	10	85.00	850.00
7	R&R ACP (Patching)	TON	50	130.00	6,500.00
8	R&R PCCP curbwalk, Alley/Driveway Curbcut Approach/CB Apron, All Over Base Course	SF	5700	17.00	96,900.00
9	R&R Miscellaneous PCCP Flatwork/Sidewalk, All Over Base Course	SF	250	13.50	3375.00
10	R&R PCCP ADA Ramp/CB Apron, All Over Base Course	SF	3800	13.50	51,300.00
11	F&I Flowfill Encasement	CY	10	280.00	2,800.00

12	R&R Sanitary Sewer Main	LF	360	90.00	32,400.00
13	Reinstate Sanitary Sewer Service	EA	6	800.00	4,800.00
14	R&R Existing Sanitary Sewer MH (48" Dia.) Depths Vary	EA	4	7,700.00	30,800.00
15	F&I Utility Adjustment (Depths Vary)	EA	9	1,300.00	11,700.00
16	R&R Concrete Valve Box Diamond	EA	9	800.00	7,200.00
17	R&R Concrete MH Diamond	EA	16	1,550.00	24,800.00
18	F&I ADA Truncated Dome Mats	EA	24	140.00	3,360.00
19	F&I 2'x8' White X-Walk Bar Marking	EA	42	380.00	15,960.00
20	F&I Project Signs	LS	1	900.00	900.00

21	F&I School and Pedestrian Crossing Signs, All Double	EA	6	750.00	4,500.00
22	Landscaping Repairs	LS	1	7,500.00	7,500.00
23	Erosion and Sedimentation Control	LS	1	1,700.00	1,700.00
24	Contractor Asphalt Testing	LS	1	9,600.00	9,600.00

TOTAL Base Bid					486,107.10
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RESOLUTION NO. 19-35

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71
CONSTRUCTION, FOR 29TH STREET IMPROVEMENTS,
PROJECT NO. 18-080.

WHEREAS, the City of Casper desires to make surfacing improvements to 29th Street from Knollwood Drive to Coffman Avenue and utility improvements to Meadow Drive from O'Dell Avenue from 29th Street; and,

WHEREAS, 71 Construction, is able and willing to provide those services specified as the 29th Street Improvements, Project No. 18-080; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

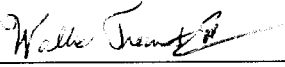
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Knife River, for those services, in the amount of Four Hundred Eighty-Six Thousand One Hundred Seven and 10/100 Dollars (\$486,107.10).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Four Hundred Eighty-Six Thousand One Hundred Seven and 10/100 Dollars (\$486,107.10), and Twenty Three Thousand Eight Hundred Ninety-Two and 90/100 Dollars (\$23,892.90) for a construction contingency account, for a total price of Five Hundred Ten Thousand and 00/100 Dollars (\$510,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:
(29th Street Improvements, Project No. 18-080)




ATTEST:


Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

February 4, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Director
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing a Contract for Professional Services with Civil Engineering Professionals, Inc. in the amount of \$195,000.00 for the Poplar and 1st Street Utility Improvements, Project No. 17-072.

Meeting Type & Date:

Regular Council Meeting
March 5, 2019

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with Civil Engineering Professionals, Inc. (CEPI) in the amount of \$195,000.00 for the Poplar and 1st Street Utility Improvements, Project No. 17-072.

Summary:

The City is working on a cooperative agreement with WYDOT for the reconstruction of the 1st Street and Poplar Street Intersection and work on the Poplar Street Bridge. The cooperative agreement will allow the City to replace utilities within the scope limits of the WYDOT project as part of WYDOT's project.

This project will include the replacement of water transmission lines, sanitary sewer main lines, sanitary sewer force main, and relocation and replacement of a sanitary sewer lift station. The project will take place within BP's soil management area, it is expected that contaminated soil will be encountered which will require special consideration for pipe materials and cathodic protection. The Consultant will have to coordinate with BP to develop plans for utility penetrations through BP's contamination barrier wall. The project will also require coordination with WYDOT's design team for suspension and insulation of utilities from the bridge structure on Poplar Street.

The City Engineering department requested proposals from local consultants for design and contract administration services for the 1st and Poplar Street Utility Improvements. Their services include program development, schematic design and design development, procuring subconsultants, preparing the project manual, bidding services, contract administration, construction observation, and coordinating with all agencies involved.

Six firms submitted proposals for this work and three were interviewed by a selection committee.

Based on the proposal, interview, and fee proposal, the selection committee selected CEPI as the consultant for this project.

Financial Considerations

Funding for this project will be from water and sewer fund reserves.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer

Attachments

Resolution

Agreement

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 5th day of March, 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., 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 a project for utility replacements on Poplar Street from First Street to Midwest Avenue to be completed in conjunction with WYDOT road improvements.

B. The project requires professional services for the design and contract administration of the utility replacements.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project:

A. Program Development and Projected Construction Cost Estimate.

1. Consultant shall conduct a series of surveys, data collection and meetings to determine the needs, followed by the development of a schematic design options. The projected construction costs will be developed for each of the schematic design options.

2. The Consultant shall conduct any necessary additional Geotechnical Investigation for the utility replacements beyond what may be available from WYDOT. The Consultant will be responsible for hiring and paying for geotechnical services. The geotechnical report shall contain information necessary to design, permit, and install the utilities. Information shall contain, but not be limited to, soil characteristic and engineering properties; soil classification.
3. The Consultant shall meet with the Owner and WYDOT as necessary during the preliminary design. The purposes of the meetings are to discuss the status of the project, budget and to review and approve design concepts on the construction drawings and specifications.

B. Schematic Design and Design Development.

1. Based on the approved schematic design option, the Consultant shall prepare a schematic design, incorporating the total extent of all utility replacements. The final version of the schematic design shall include all pipe material, sizes, tie-ins, and any specialized installations that will be required.
2. The Consultant shall develop and provide detailed construction drawings for all utility replacements with plan and profile views. The construction drawings shall contain all information required for the installation of these utilities as well as any pumping plans, traffic control plans, special construction plans, contaminated soil reports and procedure plans.
3. The Consultant shall assist owner with easements and right-of-way requirements necessary for the lift station and any utility pipelines as necessary for design.
4. Consultant shall be responsible for obtaining any permits necessary for construction, including WYDEQ Permit and any necessary WYDOT Permits.
5. The Consultant shall prepare a set of contract documents in order to publicly advertise and let bids for construction of the Project. Contract documents shall consist of bidding specifications, technical specifications, construction drawings, and all testing requirements.
6. Consultant shall provide the Owner four (4) copies of the preliminary construction drawings and project manuals for review.

7. The Consultant shall coordinate all AutoCAD requirements to ensure 100% compatibility with the Owner's CAD system and in accordance of Casper Municode 16.16.020.
8. The Consultant shall prepare a project cost estimate when construction documents are at approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement.
9. The Consultant shall meet with representatives of the Owner when construction drawings and technical specifications are approximately fifty percent complete and again two weeks prior to public advertisement to review and approve of design concepts.

C. Subconsultants.

1. The Consultant shall be responsible to procure any sub-consultant to complete the work if necessary, including but not limited to environmental, geotechnical, and civil.
2. The Owner and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).

D. Project Manual.

1. The Consultant shall prepare Technical Specifications covering the required work for the utility installations.
2. The Consultant shall prepare a bid schedule to accompany the Owner's Bid Form.
3. The Consultant shall edit "front-end" documents of project manual supplied by the City Engineering Office. Documents supplied will consist of the EJCDC 1996 edition General Conditions and contract documents; Advertisement for Bids; Instructions to Bidders; Bid Form; Performance and Payment Bond forms; Bid Bond Form; Form of Agreement between Owner and Contractor and, Supplementary Conditions. The Consultant shall review these documents, insert modifications where appropriate, and return them for final review. After final review by the City, the Consultant shall incorporate all comments into the Project Manual.

E. Bidding Services.

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/her registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.
2. The Consultant shall coordinate with WYDOT for a pre-bid meeting, take meeting minutes, submit meeting minutes to the City for review and approval, and distribute as needed.
3. The Consultant shall prepare addenda to the bid documents, as required.
4. The Consultant shall assist in the evaluation of bids and award of the contract to the successful bidder.

F. Contract Administration and Observations.

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.
2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the

Consultant will deliver not more than three (3) 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), Wyoming Department of Transportation (WYDOT), and any 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), and at least one (1) full time assistant (or as agreed) at the site to assist Consultant and to provide continuous 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 and the assistant will be on site for an average of nine (9) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.
 - b. The RPR will be Consultant's agent or employee and under Consultant's supervision. The duties and responsibilities of the RPR are set forth in Exhibit "A", "Duties, Responsibilities and Limitation of Authority of Resident Project Representative", and hereby made part of this Contract.
 - c. 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.

- d. 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.
- e. 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.
- f. Consultant shall maintain a 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 negative 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.

- g. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, ongoing as-builts, and minutes of the progress meetings.
 - h. 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.
 - i. 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.
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. Consultant shall video tape each site entirely prior to contractor starting any work. 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.F.12.b.

15. Record Drawings. Consultant shall provide the Owner one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, 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) 11"x 17" hard copy and PDF copy of record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings in PDF and AutoCAD format compatible with the Owners system per Casper Municipal Code 16.16.020, labeled as "Record Drawings-1st and Poplar Street Utility Improvements (year of construction)".
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.F.1 through I.F.17, inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

G. Proposal Scope of Services.

1. The Consultant shall evaluate a 300-foot section of 42-inch pipe that was identified by Jacobs during a previous study showing a significant pipe wall degradation, and include replacement of the sewer main in the design.

2. TIME OF PERFORMANCE:

The design services of the Consultant shall be undertaken and completed on or before the 1st day of November 2019. The Consultant shall conform to WYDOT's schedule for the project and agrees to make adjustments to delivery dates as necessary to accommodate WYDOT's schedule.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One-Hundred Ninety-Five Thousand Dollars (\$195,000.00).

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 the 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 in accordance with hours and rates in the Engineering Fee provided by the Consultant (Exhibit B); that the 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. Exhibit B is hereby made a part of this 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.

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

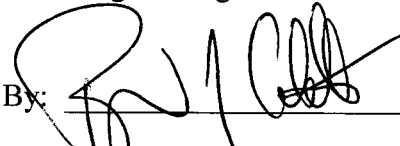
Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

CONSULTANT
Civil Engineering Professionals, Inc.

By: _____

By:  _____

Printed Name: _____

Printed Name: RAYMOND J. CAVELIER

Title: _____

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.

EXHIBIT A
TO
CONTRACT FOR PROFESSIONAL SERVICES

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

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

A. General

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

B. Duties and Responsibilities of RPR.

1. Schedules. Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison.
 - a. Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples.
 - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples that are furnished at the site by Contractor, and notify Consultant of availability of samples for examination.
 - c. Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
- 5. Review of Work, Rejection of Defective Work, Inspections, and Tests.
 - a. Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty, or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests are conducted in the presence of appropriate personnel, and observe, record, and report to Consultant appropriate details relative to the test procedures.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.
- 6. Interpretation of Contract Documents. Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
- 7. Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendation to Consultant. Transmit to Contractor decisions as issued by Consultant.
- 8. Records.
 - a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related

documents.

- b. To the extent permitted by RPR's presence on the site in accordance with Paragraph 1.3.3 of Part I - Agreement, Page I-2, keep a diary or logbook, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- c. Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major suppliers of materials and equipment.

9. Reports.

- a. Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and Schedule of Shop Drawing and sample submittals.
- b. Consult with Consultant in advance of scheduled major tests, inspections, or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to Consultant and Owner upon the occurrence of any accident.

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

11. Completion.

- a. Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of Consultant, Owner, and Contractor and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority.

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Consultant.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specially authorized by Consultant.

EXHIBIT B

ENGINEERING FEE

First Street and Poplar Street Utilities

Task No.	Description	Total Hours	Rate	Expenses	Total Cost
1	Coordination and Meetings				
	CEPI				
	Project Manager/Engineer (PE)	10	\$ 120.00		\$ 1,200.00
	Design Engineer	40	110.00		\$ 4,400.00
	Survey Manager		120.00		\$ -
	AutoCAD/Engineering Technician		95.00		\$ -
	Survey Crew		150.00		\$ -
	Administrative/Secretarial		50.00		\$ -
	Advanced Geotechnical Solutions				\$ -
	Jacobs			\$ 2,500.00	\$ 2,500.00
	RUSTNOT				\$ -
	Total Task 1				\$ 8,100.00
2	Survey Site and Mapping				
	CEPI				
	Project Manager/Engineer (PE)		\$ 120.00		\$ -
	Design Engineer		\$ 110.00		\$ -
	Survey Manager		\$ 120.00		\$ -
	AutoCAD/Engineering Technician		\$ 95.00		\$ -
	Survey Crew	10	\$ 150.00	\$ 200.00	\$ 1,700.00
	Administrative/Secretarial		\$ 50.00		\$ -
	Advanced Geotechnical Solutions				\$ -
	Jacobs				\$ -
	RUSTNOT				\$ -
	Total Task 2				\$ 1,700.00
3	Geotechnical Investigations				
	CEPI				
	Project Manager/Engineer (PE)		\$ 120.00		\$ -
	Design Engineer		\$ 110.00		\$ -
	Survey Manager		\$ 120.00		\$ -
	AutoCAD/Engineering Technician		\$ 95.00		\$ -
	Survey Crew		\$ 150.00		\$ -
	Administrative/Secretarial		\$ 50.00		\$ -
	Advanced Geotechnical Solutions			\$ 4,000.00	\$ 4,000.00
	Jacobs				\$ -
	RUSTNOT				\$ -
	Total Task 3				\$ 4,000.00
4	Project Document Preparation- 50%				
	CEPI				
	Project Manager/Engineer (PE)	40	\$ 120.00		\$ 4,800.00
	Design Engineer	180	\$ 110.00		\$ 19,800.00
	Survey Manager		\$ 120.00		\$ -
	AutoCAD/Engineering Technician	40	\$ 95.00		\$ 3,800.00
	Survey Crew		\$ 150.00		\$ -
	Administrative/Secretarial		\$ 50.00		\$ -
	Advanced Geotechnical Solutions				\$ -
	Jacobs			\$ 5,000.00	\$ 5,000.00
	RUSTNOT				\$ -
	Total Task 4				\$ 33,400.00

5	Project Documents and Permitting - 90%				
	CEPI				
	Project Manager/Engineer (PE)	20	\$ 120.00		\$ 2,400.00
	Design Engineer	80	\$ 110.00		\$ 8,800.00
	Survey Manager		\$ 120.00		\$ -
	AutoCAD/Engineering Technician	20	\$ 95.00		\$ 1,900.00
	Survey Crew		\$ 150.00		\$ -
	Administrative/Secretarial		\$ 50.00		\$ -
	Advanced Geotechnical Solutions				\$ -
	Jacobs			\$ 15,000.00	\$ 15,000.00
	RUSTNOT			\$ 1,000.00	\$ 1,000.00
	Total Task 5				\$ 29,100.00
6	Project Documents - 100%				
	CEPI				
	Project Manager/Engineer (PE)	10	\$ 120.00		\$ 1,200.00
	Design Engineer	30	\$ 110.00		\$ 3,300.00
	Survey Manager		\$ 120.00		\$ -
	AutoCAD/Engineering Technician	10	\$ 95.00		\$ 950.00
	Survey Crew		\$ 150.00		\$ -
	Administrative/Secretarial		\$ 50.00		\$ -
	Advanced Geotechnical Solutions				\$ -
	Jacobs			\$ 10,000.00	\$ 10,000.00
	RUSTNOT			\$ 1,000.00	\$ 1,000.00
	Total Task 6				\$ 16,450.00
7	Cost Estimates and Summary Sheets				
	CEPI				
	Project Manager/Engineer (PE)	10	\$ 120.00		\$ 1,200.00
	Design Engineer	20	\$ 110.00		\$ 2,200.00
	Survey Manager		\$ 120.00		\$ -
	AutoCAD/Engineering Technician		\$ 95.00		\$ -
	Survey Crew		\$ 150.00		\$ -
	Administrative/Secretarial		\$ 50.00		\$ -
	Advanced Geotechnical Solutions				\$ -
	Jacobs			\$ 2,000.00	\$ 2,000.00
	RUSTNOT				\$ -
	Total Task 7				\$ 5,400.00

8	Bidding Phase				
	CEPI				
	Project Manager/Engineer (PE)	20	\$ 120.00	-	\$ 2,400.00
	Design Engineer	20	\$ 110.00	-	\$ 2,200.00
	Survey Manager		\$ 120.00	-	\$ -
	AutoCAD Technician		\$ 95.00		\$ -
	Survey Crew		\$ 150.00		\$ -
	Administrative/Secretarial		\$ 50.00		\$ -
	Advanced Geotechnical Solutions			-	\$ -
	Jacobs			\$ 1,500.00	\$ 1,500.00
	RUSTNOT				\$ -
	Total Task 8				\$ 6,100.00
9	Construction Phase				
	CEPI				
	Project Manager/Engineer (PE)	40	\$ 120.00		\$ 4,800.00
	Design Engineer	80	\$ 110.00		\$ 8,800.00
	Survey Manager		\$ 120.00		\$ -
	Engineering Technician	730	\$ 75.00	\$ 7,300.00	\$ 62,050.00
	Survey Crew		\$ 150.00		\$ -
	Administrative/Secretarial		\$ 50.00		\$ -
	Advanced Geotechnical Solutions				\$ -
	Jacobs			\$ 5,000.00	\$ 5,000.00
	RUSTNOT			\$ 1,000.00	\$ 1,000.00
	Total Task 9				\$ 81,650.00
10	Project Closeout - Startup, Record Drawings, and Warranty				
	CEPI				
	Project Manager/Engineer (PE)	10	\$ 120.00		\$ 1,200.00
	Design Engineer	40	\$ 110.00		\$ 4,400.00
	Survey Manager		\$ 120.00		\$ -
	Engineering Technician	20	\$ 75.00		\$ 1,500.00
	Survey Crew		\$ 150.00		\$ -
	Administrative/Secretarial		\$ 50.00		\$ -
	Advanced Geotechnical Solutions				\$ -
	Jacobs			\$ 2,000.00	\$ 2,000.00
	RUSTNOT				\$ -
	Total Task 10				\$ 9,100.00
	CEPI				
	Project Manager/Engineer (PE)	160	\$ 120.00	\$ -	\$ 19,200.00
	Design Engineer	490	\$ 110.00	\$ -	\$ 53,900.00
	Survey Manager	-	\$ 120.00	\$ -	\$ -
	AutoCAD Technician	820	\$ 95.00	\$ 7,300.00	\$ 70,200.00
	Survey Crew	10	\$ 150.00	\$ 200.00	\$ 1,700.00
	Administrative/Secretarial	-	\$ 50.00	\$ -	\$ -
	Advanced Geotechnical Solutions			\$ 4,000.00	\$ 4,000.00
	Jacobs			\$ 43,000.00	\$ 43,000.00
	RUSTNOT			\$ 3,000.00	\$ 3,000.00
					\$ 195,000.00

RESOLUTION NO.19-36

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC. FOR DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE 1ST STREET AND POPLAR STREET UTILITY IMPROVEMENTS, PROJECT NO. 17-092.

WHEREAS, the City of Casper desires to secure an engineering firm to provide design and contract administration for the 1st and Poplar Street utility improvements project; and,

WHEREAS, Civil Engineering Professionals, Inc. 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 Civil Engineering Professionals, Inc. in the amount of One-Hundred Ninety-Five Thousand (\$195,000.00) 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 One-Hundred Ninety-Five Thousand (\$195,000.00).

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

February 13, 2019

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*
Bruce Martin, Public Utilities Director
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing a Right-of-Way Easement with Rocky Mountain Power as part of the CY Booster Station Replacement, Project No. 16-024.

Meeting Type & Date:
Regular Council Meeting
March 5, 2019

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize a right-of-way easement with Rocky Mountain Power, as part of the CY Booster Station Replacement, Project No. 16-024.

Summary:
The CY Booster Station was built in 1953 and provides water to Valley Hills and Sunrise I water storage tanks, serving approximately 8,000 residents in Zone II. The facility was expanded in 1981 which included new valve assemblies, fittings and piping. The existing pumps have been rebuilt several times and have been operating for over forty (40) years. Due to the age of the facility and equipment, a new booster station is recommended with new pumps sized for future growth in Zone II. The project includes a new booster station located on the same site as the existing facility near the existing one-million-gallon water storage tank and roughly 600 feet of new transmission main.

Rocky Mountain Power requires a 20-foot wide right-of-way utility easement for the installation of approximately 544 feet of underground power service for the project. The easement is across city property and will begin at the southwest corner of city property at 2201 Essex Street.

Financial Considerations
None

Oversight/Project Responsibility
Alex Sveda, Associate Engineer

Attachments
Resolution
Right-Of-Way Easement (three copies)
Exhibit "A"
Exhibit "B"

REV010213

Return to:

Rocky Mountain Power

Estimator: Sunshine McDonell

2840 E. Yellowstone Hwy.

Casper, WY 82609

Project Name: CY Water Booster Pump

Project Tract Number: 33791730001700

WO#: 6567972

RIGHT OF WAY EASEMENT

For value received, City of Casper, Wyoming("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way 20 feet in width and 544 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, together, the "electrical system" on, over, or under the surface of the real property of Grantor in Natrona County, State of Wyoming more particularly described as follows and as more particularly described and/or shown on Exhibits **A and B** attached hereto and by this reference made a part hereof:

Legal Description: NE1/4SW1/4 OF SECTION 17, T.33N. R.79W, 6th PM,
Natrona, County, WY

Together with the right of reasonable access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the easement clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

Grantor hereby reserves, and shall have the right to use the right of way granted herein for any use which does not otherwise unreasonably interfere with the Grantee's use thereof, including the right to install walkways, trails or sidewalks, or other public or private utilities on or in the easement property.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agriculture crops), on or within the boundaries of the right of way.

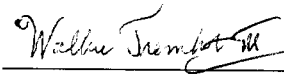
Grantee shall restore all areas disturbed for the purpose of the electrical system on the easement property to preexisting conditions or better.

This easement shall terminate, and be of no further force and effect upon the grantee ceasing to use the easement granted herein for its use for the electrical system described herein.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

Dated this _____ day of _____, 20__.

APPROVED AS TO FORM:



City Attorney

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

City Clerk

By: _____
Charles Powell
Mayor

STATE OF WYOMING

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, Wyoming, a Wyoming Municipal Corporation

(notary signature)

NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)



EXHIBIT "A"
20' POWER LINE EASEMENT
CITY OF CASPER

A twenty foot (20') wide strip of land designated as a Rocky Mountain Power Line easement located in and being a portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17, T.33N., R.79W., 6th P.M., Natrona County, Wyoming,, as shown on Exhibit B attached hereto and by this reference made a part hereof and being ten feet on each side of the following described center line:

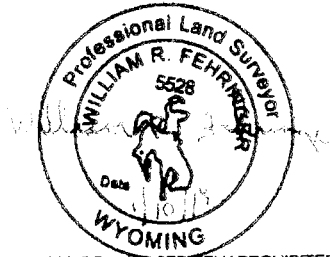
Commencing at the Center $\frac{1}{4}$ corner of said Section 17, monumented by a brass cap;

Thence S48°08'29"W, a distance of 544.66 feet to the Point of Beginning, located on the southeasterly line of the Public Park Area as shown on the plat of the West Garden Creek Addition No. 2;

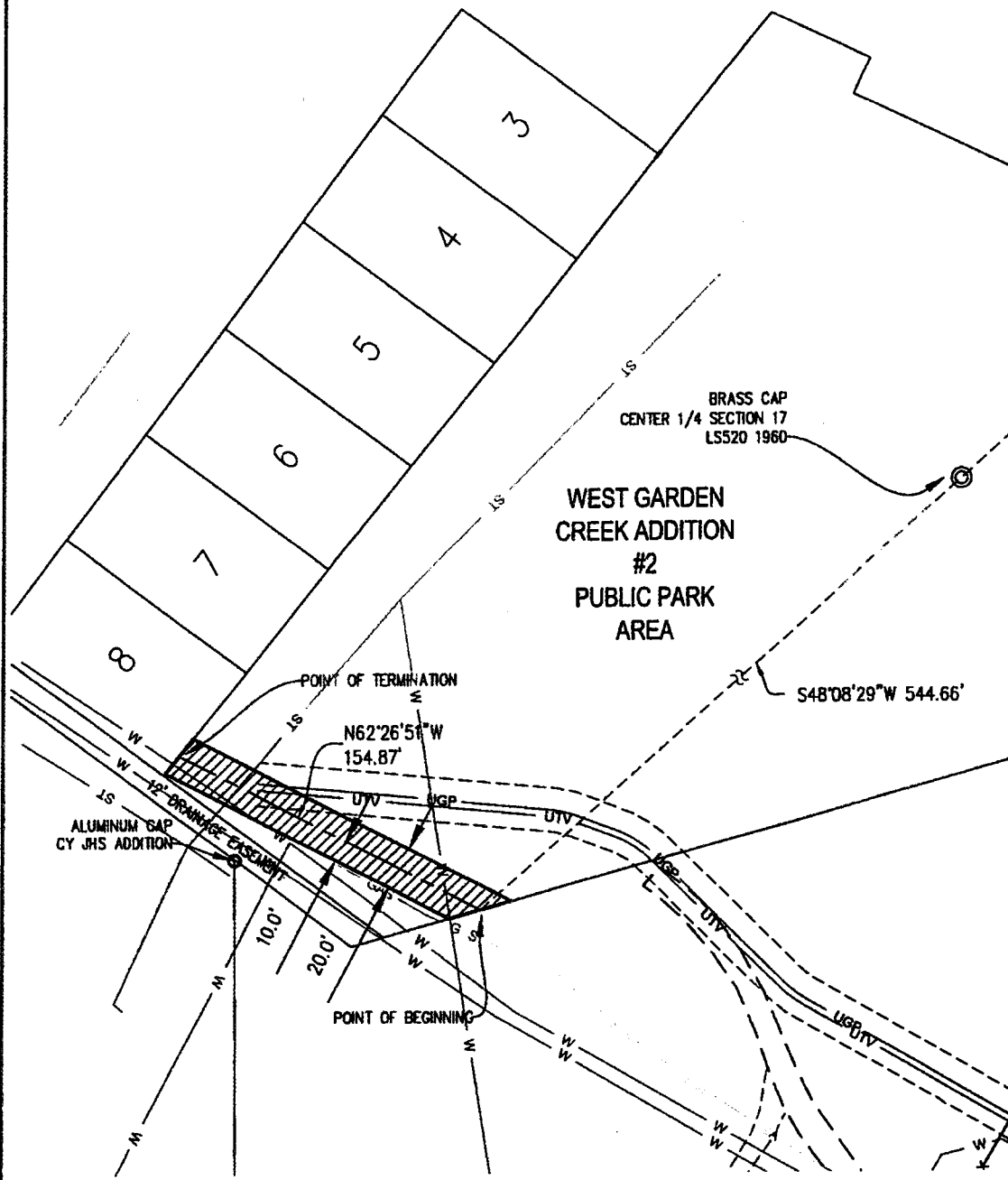
Thence S62°26'51"W, a distance of 259.31 feet to the Point of Termination.

The above described parcel contains approximately 0.12 acres (5186.20 s.f.) more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

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



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

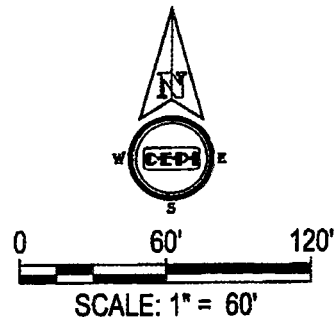


ALUMINUM GAP
CY JHS ADDITION

WEST GARDEN
CREEK ADDITION
#2
PUBLIC PARK
AREA

BRASS CAP
CENTER 1/4 SECTION 17
LS520 1960

THIS DRAWING SHOULD BE USED ONLY AS A
REPRESENTATION OF THE LOCATION OF THE EASEMENT
BEING CONVEYED. THE EXACT LOCATION OF ALL
STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO
CHANGE WITHIN THE BOUNDARIES OF THE RIGHT-OF-WAY
HEREIN GRANTED.



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

EXHIBIT B
20' ROCKY MOUNTAIN POWER EASEMENT
NATRONA COUNTY SCHOOL DISTRICT #1
WEST GARDEN CREEK ADDITION #2
PUBLIC PARK AREA
A PART OF THE NE 1/4 SW 1/4
Section 17
T.33N., R.79W., 6th P.M.
Natrona County, Wyoming
January, 2019
W.O. 17-045

H:\Land 2017\Engineering\17-045 CY Pump Station\UMP EASEMENTS.dwg, 1/10/2019, BII

RESOLUTION NO.19-37

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH ROCKY MOUNTAIN POWER FOR THE CY BOOSTER STATION REPLACEMENT, PROJECT NO. 16-024.

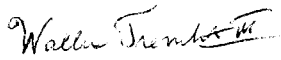
WHEREAS, the City of Casper is installing a new booster station and 600 feet of new water transmission main as part of the CY Booster Station Replacement, Project No. 16-024; and,

WHEREAS, authorizing of a Right-of-Way Easement with the Rocky Mountain will allow the new electrical service work to be constructed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Right-of-Way Easement with Rocky Mountain Power for the CY Booster Station Replacement, Project No. 16-024.

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

February 14, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Grizzly Excavating & Construction, LLC,
in the Amount of \$380,380.00, for the Wilson Street Sanitary Sewer
Replacement, Project No. 18-099.

Meeting Type & Date
Regular Council Meeting
March 5, 2019

Action type
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Grizzly Excavating & Construction, LLC, for construction of the Wilson Street Sanitary Sewer Replacement, Project No. 18-099, for the base bid amount of \$380,380.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$19,620.00, for a total project amount of \$400,000.00.

Summary

On February 13, 2019, bids were received from seven (7) contractors for construction of the Wilson Street Sanitary Sewer Replacement Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Grizzly Excavating & Construction	Casper, Wyoming	\$ 380,380.00
Ramshorn Construction	Mills, Wyoming	\$ 400,225.00
Wayne Coleman Construction	Mills, Wyoming	\$ 407,307.00
71 Construction	Casper, Wyoming	\$ 417,344.00
Treto Construction	Casper, Wyoming	\$ 454,500.00
High Plains Construction	Mills, Wyoming	\$ 497,676.00
JR Civil	Sheridan, Wyoming	\$ 564,603.05

The Engineering Office estimate for the project was \$370,000.00.

The City of Casper Public Services Department makes ongoing evaluations and considerations for utility replacements. The sanitary sewer main on Wilson Street - just north of A Street to half way between 2nd Street and 3rd Street - was recently designated as one of the City's highest

priorities for replacement. Recent sewer backups in this stretch revealed a slipped liner that is in danger of causing further backups or a major plug in the sewer main.

Plans for the project include approximately 1,400 feet of sewer main replacement with new PVC pipe, manhole replacements, sewer service line reconnections, asphalt patching, and ADA pedestrian ramps. Construction of the improvements is to be substantially complete by June 28, 2019.

Financial Considerations

Funding for the project will be from Sanitary Sewer Funds for Manhole & Main Replacements.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution

Agreement

Bid Form

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Grizzly Excavating & Construction, LLC, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make improvements to sanitary sewer mains on Wilson Street; and,

WHEREAS, Grizzly Excavating & Construction, LLC, is able and willing to provide those services specified as the City of Casper, 2019 Wilson Street Sanitary Sewer Replacement, Project No. 18-099.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, 2019 Wilson Street Sanitary Sewer Replacement, Project No. 18-099.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by June 28, 2019, and completed and ready for final payment in accordance with Article 14 of the General Conditions by July 12, 2019.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall

Grizzly Excavating & Construction, LLC
2019 Wilson Street Sanitary Sewer Replacement, Proj. No. 18-099

SFA-1

neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Hundred Eighty Thousand Three Hundred Eighty and 00/100 Dollars (\$380,380.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made so the current retainage is equal to ten percent (10%) of the Work complete.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five

percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding twenty-five thousand dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).
- 8.4 Addenda No. 1,2.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.

- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: 2019 Wilson Street Sanitary Sewer Replacement – Sheets 1 – 5

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

(2019 Wilson Street Sanitary Sewer Replacement, Project 18-099)

Walter T. Smith

DATED this _____ day of _____, 2019.

ATTEST:

CONTRACTOR:

Grizzly Excavating & Construction, LLC
PO Box 51692
Casper, WY 82605

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Fleur D. Tremel

Charles Powell

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
2019 Wilson Street Sanitary Sewer Replacement
Project No. 18-099

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **May 31, 2019**, and completed and ready for final payment not later than **June 15, 2019**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 17-7-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>2/11/2019</u>
Addendum No. <u>2</u>	Dated <u>2/12/2019</u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost,

BF-1

progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$380,380.[@]
TOTAL BASE BID, IN WORDS: Three hundred eighty thousand
three hundred eighty dollars & 00 hundredths DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. Copy of Certificate of Residency, if bidding as a resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder:

PO Box 51692
Aspen, WY
82605

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on February 13, 2019.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Grizzly Excavating and Construction LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [Signature] (seal)

owner
(Title)

(Seal)

Attest: Michelle Shillcox

Business Address: 3441 Burd Rd
PO Box 51692
Casper, WY 82605

Phone Number: 307-265-4328

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE
2019 WILSON STREET SANITARY SEWER REPLACEMENT
 Project No. 18-099

Bid Date/Time: February 13, 2019 @ 2:00pm

COMPANY NAME: 5172 Lutz Consulting and Construction LLC

ADDRESS: PO Box 51612 Casper, WY 82605

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum R&R = Remove and Replace
 SY = Square Yard FA = Force Account

LF = Linear Feet F&I = Furnish and Install
 CY = Cubic Yard EA = Each

BASE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	19,202.00	19,202.00
2	F&I Temporary Traffic Control	LS	1	14,171.00	14,171.00
3	Miscellaneous Landscaping & Irrigation Repairs	LS	1	1,059.00	1,059.00
4	Materials Testing (Asphalt Paving Sections)	LS	1	5,250.00	5,250.00
5	Bypass Pumping	LS	1	5,250.00	5,250.00
6	R&R 8" Sanitary Sewer Main	LF	1,375	58.00	79,750.00
7	R&R Sanitary Sewer Manhole (Same Location)	EA	1	6,548.00	6,548.00
8	Remove & Dispose of Sanitary Sewer Manhole (Not Replaced)	EA	2	490.00	980.00
9	F&I New Sanitary Sewer Manhole (New Location)	EA	1	6,253.00	6,253.00
10	Reconnect Existing Sanitary Sewer Service	EA	30	660.00	19,800.00
11	F&I Select Backfill for Sanitary Sewer Trench	LF	1,375	39.00	53,625.00
12	R&R 20' Wide Concrete Trench Patch (10"/4")	LF	100	235.00	23,500.00
13	R&R 20' Wide Asphalt Trench Patch (5"/9")	LF	1,275	96.00	122,400.00
14	Adjust Manhole Top & Install 5'x5' Concrete Diamond w/ New Lid	EA	6	894.00	5,364.00
15	Adjust Valve Box Top & Install 33"x33" Concrete Diamond	EA	5	696.00	3,480.00
16	R&R Type B Concrete Curb & Gutter	LF	200	38.00	7,600.00
17	R&R Concrete Sidewalk w/ Type I ADA Ramp	SF	200	16.00	3,200.00
18	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	4	162.00	648.00
19	F&I Flowable Fill (Water/Sewer Tight Crossings)	CY	100	23.00	2,300.00
TOTAL BASE BID					380,380.00

RESOLUTION NO.19-38

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRIZZLY EXCAVATING & CONSTRUCTION, LLC, FOR THE WILSON STREET SANITARY SEWER REPLACEMENT, PROJECT NO.18-099.

WHEREAS, the City of Casper desires to make sanitary sewer replacements on Wilson Street from A Street to 3rd Street; and,

WHEREAS, Grizzly Excavating & Construction, LLC, is able and willing to provide those services specified as the Wilson Street Sanitary Sewer Replacement, Project 18-099; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Grizzly Excavating & Construction, LLC, for those services, in the amount of Three Hundred Eighty Thousand Three Hundred Eighty and 00/100 Dollars (\$380,380.00).

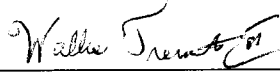
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Three Hundred Eighty Thousand Three Hundred Eighty and 00/100 Dollars (\$380,380.00), and Nineteen Thousand Six Hundred Twenty and 00/100 Dollars (\$19,620.00) for a construction contingency account, for a total price of Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

(Wilson Street Sanitary Sewer Replacement, Project No. 18-099)




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

February 19, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an Agreement with Limmer Roofing, Inc., in the Amount of \$140,000.00, for the 2019 Roof Replacements Project.

Meeting Type & Date
Regular Council Meeting
March 5, 2019

Action type
Resolution

Recommendation

That Council, by resolution, authorize an agreement with Limmer Roofing, Inc., for the 2019 Roof Replacements, Project No. 18-092, in the amount of \$140,000.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$14,000.00, for a total project amount of \$154,000.00.

Summary

On Tuesday, February 19, 2019, two (2) bids were received for the 2019 Roof Replacements, Project No. 18-092. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Limmer Roofing, Inc.	Mills, WY	\$140,000.00
Dave Loden Construction, Inc.	Buffalo, WY	\$161,885.00

The 2019 Roof Replacements Project includes the removal and replacement of the existing roofing systems at Fort Caspar Museum, the Operation Building at the Central Wyoming Regional Water System Water Treatment Plant, and the DAFT Building at the Sam H. Hobbs Wastewater Treatment Plant. The existing roofing systems on the facilities are nearing the end of their operational lives, and a number of leaks have developed causing safety concerns. The new roofing systems will carry a twenty (20) year warranty after installation. Work is scheduled to be completed by July 26, 2019. The estimate prepared by the City Engineering Division was \$200,000.00.

As required by Wyoming State Statute 16-6-102, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations

Funding will be from Budgeted Current Revenue of the Water Fund, Wastewater Treatment Plant Fund, and the Fort Caspar Museum Fund allocated to Roof Replacements.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services

Attachments

Resolution

Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Limmer Roofing, Inc., P.O. Box 1496, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace the existing roofing systems at Fort Caspar Museum, the Central Wyoming Regional Water System Water Treatment Plant, and the Sam H. Hobbs Wastewater Treatment Plant; and,

WHEREAS, Limmer Roofing, Inc., is able and willing to provide those services specified as the Casper 2019 Roof Replacements, Project No. 18-092.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work and provide the manufacturer's standard twenty (20) year, ninety (90) mile per hour and one and a half inch (1.5") hail warranty required by the Contract Documents for the 2019 Roof Replacements, Project No. 18-092, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **July 26, 2019** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **August 2, 2019**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the

remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Forty Thousand Dollars (\$140,000.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five

percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq, withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq, whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract

Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No. (1).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Division 01 - General Requirements, consisting of seven (7) sections.
- 8.11 Division 02 – Site Construction, consisting of one (1) section.
- 8.12 Division 07 – Thermal and Moisture Protection, consisting of three (3) sections.
- 8.13 Notice of Award.
- 8.14 Notice to Proceed.
- 8.15 Minutes of the Pre-Bid Conference, if any.

- 8.16 Contract Drawings consisting of five (5) drawing sheets, with each sheet bearing the following general title:

2019 Roof Replacements, Project No. 18-092

- 8.17 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.18 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.19 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

(This space intentionally left blank)

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2019.

APPROVED AS TO FORM:

Wallis Tremblay

CONTRACTOR:

Limmer Roofing, Inc.

WITNESS:

By: _____

By: _____

Title: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Fleur D. Tremel

Charles Powell

Title: City Clerk

Title: Mayor

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 140,000.00

TOTAL BASE BID, IN WORDS: One Hundred Forty Thousand DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Exhibit "B" - Itemized Bid Schedule.
 - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:
- Address of Bidder: Limmer Roofing, Inc.
P.O. Box 1496
Mills, WY 82644
10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on February 19th, 2019.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Limmer Roofing, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [Signature] Vice President (seal)

(Title) Vice President

(Seal)

Attest: [Signature]

Business Address: Limmer Roofing, Inc.
P.O. Box 1496
Mills, WY, 82644

Phone Number: 307-237-4189

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

EXHIBIT "B"
BID SCHEDULE

2019 Roof Replacements
PROJECT NO. 18-092
Bid Date: February 19, 2019

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum R&R = Remove and Replace LF = Linear Feet F&I = Furnish and Install
SY = Square Yard FA = Force Account CY = Cubic Yard EA = Each

Bid Schedule

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Fort Caspar Museum Membrane Roofing System	LS	1	\$	\$ 48,920.00
2	Water Treatment Plant Operations Building – 3 rd Floor Membrane Roofing System	LS	1	\$	\$ 59,630.00
3	Wastewater Treatment Plant DAFT Building Membrane Roofing System	LS	1	\$	\$ 31,450.00
TOTAL BID – BASE PROJECT					\$ 140,000.00

• **BID IN WORDS:**

One Hundred Forty Thousand Dollars

This bid submitted by: Limmer Roofing, Inc.
(Individual, partnership, corporation, or joint venture name)

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**2019 ROOF REPLACEMENTS
PROJECT NO. 18-092**

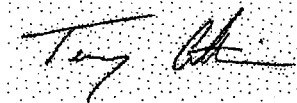
by

**CITY OF CASPER
200 N. David
Casper, Wyoming 82601**

ADDENDUM DATE: February 13, 2019

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

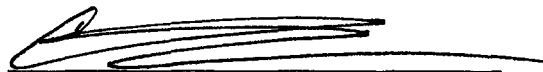
APPROVED: (CITY OF CASPER)



Terry Cottenor, Engineering Tech II

**ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)**

Limmer Roofing, Inc.
Firm


By: Signature

Sales
Title

2-14-19
Date Received

RESOLUTION NO.19-39

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
LIMMER ROOFING, INC., FOR THE 2019 ROOF
REPLACEMENTS, PROJECT NO. 18-092.

WHEREAS, the City of Casper desires to remove and replace the existing roofing systems at Fort Caspar Museum, the Operation Building at the Central Wyoming Regional Water System Water Treatment Plant, and the DAFT Building at the Sam H. Hobbs Wastewater Treatment Plant; and,

WHEREAS, Limmer Roofing, Inc., is able and willing to provide those services specified as 2019 Roof Replacements, Project No. 18-092; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Fourteen Thousand Dollars (\$14,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

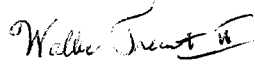
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Limmer Roofing, Inc., for those services, in the amount of One Hundred Forty Thousand Dollars (\$140,000.00).

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 agreement, equal to a total amount not to exceed One Hundred Forty Thousand Dollars (\$140,000.00), and Fourteen Thousand Dollars (\$14,000.00) for a construction contingency account, for a total project amount of One Hundred Fifty-Four Thousand Dollars (\$154,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Fourteen Thousand Dollars (\$14,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:
(2019 Roof Replacements, Project No. 18-092)



ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

February 27, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director
John Henley, City Attorney 

SUBJECT: A Resolution Rejecting the Proposals Received in Response to the Request for Proposal (RFP) on the Former Plains Furniture Properties, and Directing Staff to Resubmit a modified RFP on Said Properties

Meeting Type & Date:

Regular Council Meeting, March 5, 2019.

Action Type:

Resolution.

Recommendation: That Council, by resolution, reject both of the proposals received in response to a modified Request for Proposal (RFP) on the former Plains Furniture properties, and direct staff to resubmit the RFP on the said properties. The modified RFP shall have an approximate 60-day response time, with responses due on May 3, 2019 and the requirement for proposals to meet or exceed appraised value shall be replaced with language that fair market value, under the circumstances and goals of the RFP, be a factor in determining which proposal(s) are selected, if any.

Summary: The City of Casper issued a RFP for the sale and redevelopment of the former Plains Furniture Properties on September 7, 2018. Two (2) addendums to the RFP were also issued. All documents were/are posted on the City website. Responses were due February 14, 2019 to the City Manager's Office. One of the conditions in the RFP was that "Offers must meet or exceed appraised value." Two (2) responses were received by the deadline, but neither met the condition stated above. At their work session on February 26, 2019, the City Council discussed the proposals and directed staff to prepare a resolution officially rejecting the proposals, and to reissue a modified RFP, removing the "meet or exceed appraised value" language and have a shorter approximate 60-day turnaround time.

Financial Considerations: None at this time.

Oversight/Project Responsibility: Community Development Department/Planning Division.

Attachments:

Resolution

RESOLUTION NO.19-40

A RESOLUTION REJECTING PROPOSALS IN RESPONSE TO THE
REQUEST FOR PROPOSAL (RFP) ON THE FORMER PLAINS
FURNITURE BLOCK PROPERTIES, AND DIRECTING STAFF TO
RESUBMIT THE RFP ON SAID PROPERTIES

WHEREAS, the City of Casper issued a RFP for the sale and redevelopment of the former Plains Furniture Properties on September 7, 2018. Two (2) addendums to the RFP were also issued. All documents were posted on the City website, and all documents stated that "offers must meet or exceed appraised value"; and,

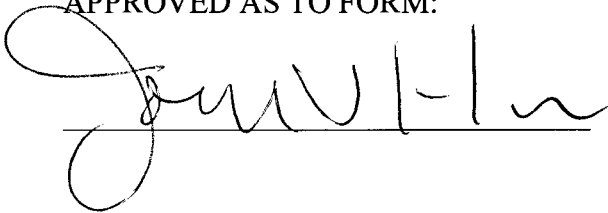
WHEREAS, proposals were due on February 14, 2019; and,

WHEREAS, two (2) responses were received by the deadline, but neither met the requirements stated above.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the proposals received in response to the September 7, 2018 Request for Proposals and addendums thereto, are hereby rejected. City staff shall reissue a modified Request for Proposal specifying that fair market value, under the circumstances of the requirements and goals of the RFP supplant the requirement for meeting or exceeding the appraised value. The responses to the Request for Proposal shall be due on or before May 3, 2019.

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

REQUEST FOR PROPOSALS (RFP)
FOR
PURCHASE AND DEVELOPMENT OF FORMER PLAINS FURNITURE
PROPERTIES
FOR
THE CITY OF CASPER
CASPER, WYOMING

(Issued on March 6, 2019)

The City of Casper located in Casper, Wyoming, referred to herein as “CITY”, is seeking proposals from individuals or developers, referred to herein as “Contractor”, who are interested in working with the CITY to purchase and develop all, or one, of the properties the CITY owns on the former Plains Furniture block in Casper, Wyoming. The specific nature of the scope of work for the project is outlined in the following Request for Proposals (RFP). Such proposals shall be physically submitted to the City of Casper, City Manager’s Office, 200 North David Street, Casper, Wyoming, 82601, or mailed to the same address, by 4:00 p.m., Local Time, on Friday, May 3, 2019. Proposals will be labeled externally with the following statement: “FORMER PLAINS FURNITURE BLOCK PROPERTY PROPOSAL(S) ENCLOSED.” No additional proposals will be received thereafter. Copies of each proposal must be submitted also electronically, and with three (3) hard copies. The proposal will remain valid for at least one hundred sixty (160) days.

I. Introduction and History

The City of Casper purchased the former Plains Furniture properties from the Kelch family in January 2016. The properties include the three (3) portions of the former furniture store on David Street, and the former livery stable mid-block on Ash Street. All four (4) of the buildings were built in the 1920’s. This RFP also includes the vacant lot to the south of the former Plains Furniture properties. At the time of the purchase in 2016, the Casper City Council publicly stated that they wanted part of the Plains property used for parking in anticipation of the development of the David Street Station and Lyric venues. Contractors should note the goals and requirements of the City of Casper’s 2008 Master Plan for the Old Yellowstone District. All of the properties referenced in this RFP are zoned in the Old Yellowstone District. The Old Yellowstone District is located in a recently-designated Opportunity Zone, confirmed by the State of Wyoming and U.S. Treasury Department. Investors for proposals that are submitted in response to this RFP would be eligible for Federal tax benefits and the deferral of taxes on capital gains when those gains are reinvested in a qualified opportunity fund.

The newly adopted Comprehensive Land Use Plan (July 2017) is the City's land use and development policy document that describes the values and ideals expressed by the community for its future. Principles and goals represent the overall visions of the Plan. The Comprehensive Plan incorporated the planning goals identified in the 2008 OYD Master Plan into its values and ideals for downtown Casper. The applicable principles and goals related to properties in the Old Yellowstone District include:

Goal ECH3-2 = (Endless Character) **Historic Buildings:** Identify and capitalize on the location, significance, and potential for reuse and/or renovation of historic resources.

Goal VUC2-7 = (Vibrant Urban Center) **Historic Preservation:** Encourage a commitment to the adaptive reuse of vacant buildings to new uses, an investment in architecturally unique and culturally historic structures, and the creation of economic incentives to promote neighborhood preservation and revitalization. Work with local stakeholders on the historic preservation education and renovation of historic buildings.

Goal VUC1-2 = (Vibrant Urban Center) **Neighborhood Services:** Enhance the cohesiveness and identify of residential neighborhoods by encouraging a healthy mixture of commercial, employment, neighborhood services, and cultural uses that support the everyday needs of these residents.

The City of Casper continues to develop its riverfront walk paths, extend the "rails to trails" pathway throughout the City, improve the bike lane network and transit network, explore opportunities for art, culture, and recreation, maintain infrastructure, foster neighborhood excellence, and implement design standards in its community development and planning initiatives. The City created the Old Yellowstone District to become a destination for the live, work and play audience. The Land Use Map (**attached as Exhibit A**) for the District, details the City's development and design plans for this redevelopment area, and is also available online at www.oldyellowstonedistrict.com or by calling the City of Casper Urban Renewal Division at 307.235.8241. The Form-Based Code, the zoning document that governs the District, is also available.

Exhibit B identifies the boundaries of the property parcels which are all available for purchase and redevelopment. Replatting may be allowed if multiple parcels are purchased and the buildings are repurposed. The Contractor may submit a proposal for only one of the parcels, or a combination of the properties, if desired.

II. Economic Impact and Development

Under Wyoming Statute 15-1-112(b)(3)(i)(D), the City Council must determine if a person acquiring the property is for a use which will benefit the economic development of the City. Therefore, RFP's must describe the economic development benefit the project will provide to the City of Casper. This description must include the amount and method of proposed compensation to the City of Casper for the subject property(ies); the

ownership making this proposal; the funding mechanism for this proposal; the projected patronage arising from completion of this proposal. For example, foot traffic; how the proposal will increase the economic base of the City of Casper and the projected impact in sales tax revenue. The economic indicators include, but are not limited to,

- Projected capital investment;
- Estimated job creation, and percentage of primary or secondary job(s);
- Projected average wage rate;
- Projected annual sales tax revenues, if applicable.

It is suggested that proposals also:

- Incorporate mixed uses into the design. Neighborhood uses are envisioned, as well as a commercial, retail, or residential components to the reuse of the existing building(s).
- Prioritize historic preservation. Saving and revitalizing historic buildings and landscapes that give the neighborhood a distinctive character is a goal identified in the 2017 Comprehensive Land Use Plan. Proposals that preserve the building(s) are preferred.
- Include a personal statement, which may include supporting documentation from the Contractor's lender, to indicate an ability to begin the project within ninety (90 days) of the contract award, and to have the project completed within three (3) years.

The successful RFP will be subject to including in the Contract and transfer documents, restrictive covenants, limitations, and/or easement to assure substantial completion with the representations made in the RFP.

Two (2) walk-throughs of the properties will be conducted for interested Contractors on these dates and times: XXXXX
XXXXX

III. Scope of Services

1. The Contractor will include in its proposal an introductory statement with a narrative of its business model, its areas of expertise, an overview of past projects, a description of its legal status (corporation, LLC, etc.), the location of its headquarters, and any other general information deemed relevant.
2. The Proposal will include a narrative of the challenges and opportunities that are specific to this project.

3. The Proposal will outline the Contractor's goals for this project, which should give an overview of the development envisioned. The Contractor should describe the architectural style and any highlights of the design that deserve special attention and demonstrate compliance with the Form-Based Code.
4. The Proposal will identify the primary management team involved with the project, to include lease partners, if applicable.
5. The Proposal will include site plans showing a general layout of the development, specifically identifying the location and physical situation of:
 - i. The land required for the development, including its property boundaries, and a definitive plan as to whether the Contractor envisions purchasing and developing all of the land.
 - ii. Existing buildings or new buildings that may be erected, including approximate square footage for each, as well architectural elevations of each.
 - iii. Parking areas and parking area access ways.
 - iv. Any additional features, such as outdoor facilities, areas of significant landscaping, outbuildings, areas of future development, etc.
 - v. Reference to applicable Design Standards in the Form-Based Code.
6. The Proposal will outline the estimated financial investment that the Contractor is prepared to make in the proposed development. A financing plan will be outlined with completion dates noted. Plans that involve the acquisition of debt should be accompanied by a letter from the proposed lending institution stating that the loan amount could be reasonably attained for the project.
7. The Proposal will include a list of the specific key personnel who would be involved in the project, along with their qualifications, work history, past projects, and the part they would play in the project.
8. The Proposal will include a list of professional references. If the development is to be operated by an organization other than the Contractor, then separate references should be provided for both the Contractor and the facility operator.
9. The Proposal will include a list of the Contractor's current projects and how those projects may affect the execution of this project.

IV. Addenda to the Request for Proposals

In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all Contractors who have indicated to City staff in writing an interest in responding to the RFP.

V. Submission of Proposals

To be considered, the proposal must respond to all requirements in the RFP. Any other information believed to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are provided, the document and page number shall be referenced.

Proposals shall be physically received by the City of Casper, City Manager's Office, 200 North David Street, Casper, Wyoming, 82601, by 4:00 p.m., Local Time, on Friday, May 3, 2019. Proposals will be labeled externally with the following statement: "FORMER PLAINS FURNITURE BLOCK PROPERTY PROPOSAL(S) ENCLOSED." No additional proposals will be received thereafter. Copies of each proposal must be submitted also electronically, and with three (3) hard copies. The proposal will remain valid for at least one hundred sixty (160) days.

Contractors are advised that proposals should be as responsive as possible to the provisions of this RFP. However, except for providing information about how the proposal will benefit the economic development of the City, Contractors may make exceptions to, or propose alternative methods to, these provisions without their proposal being disqualified. The impact of exceptions and/or alternatives will be considered during the evaluation phase of the award process.

The CITY reserves the right to reject any or all proposals. The CITY reserves the right to request more information for clarification or due to omission of information. Contractors should be prepared to make an oral presentation as part of the evaluation process.

Contractors selected for final consideration should understand that the City will include in the closing documents requirements that the RFP will be followed and there will be remedies should the RFP not be followed.

The proposal shall be divided into sections as indicated below:

- i. Statement of Project Requirements: Each Contractor shall state in sufficient terms its understanding of the project requirements presented in this RFP.

- ii. Scope of Work: Each Contractor shall describe in narrative form the Contractor's technical plan for its proposal. Please use the Scope of Services tasks provided in the RFP as the beginning point.
- iii. Economic Impact and Development: Each Contractor shall describe the economic development benefit the project will provide to the City of Casper. The economic indicators will include:
 - Projected capital investment;
 - Estimated job creation, and percentage of primary or secondary job(s);
 - Projected average wage rate;
 - Projected annual sales tax revenues, if applicable.
- iv. Personnel and Prior Experience: Each proposal shall identify the specific personnel who will be assigned to the project. Any changes in assignment of personnel shall be reviewed with the CITY to ensure consistent technical expertise throughout the term of the project.
- v. Special Qualifications: The proposal shall identify any specific qualifications which might make the Contractor uniquely qualified to provide the requested services. These may include similar work experience related to another project of similar size or design.
- vi. Conflicts of Interest: The proposal shall specifically address any possible conflicts of interest and the Contractor's position or response as to whether or not such other work or relationship may be deemed a conflict of interest with this project.
- vii. Professional and Financial References: Each Contractor will include a list of professional and financial references. The list of references shall include individuals who have worked with the Contractor on similar past projects. The list shall also include individuals who are familiar with the Contractor's current financial and operational capabilities.
- viii. Amount of Offer: Each Contractor shall identify the amount they are willing to pay for the purchase of each specific property as indicated in Exhibit B. Property appraisals are available by contacting the Community Development Department at (307) 235-8241. Fair market value amounts, given the purposes and constraints included in this RFP, will be utilized in deciding upon acceptance of one or more proposals.
- viii. Confidential Information.
 - a. Under the Wyoming Public Records Act, Wyoming Statutes (W.S.) § 16-4-201 *et seq.*, responses to a Request for Proposal (RFP) submitted to the City are generally available for inspection. However, there is an exception under W.S. § 16-4-203(d)(v) for trade secrets, privileged information and confidential commercial, financial, geological or geophysical data (Confidential Information). **If you are submitting any Confidential Information in your response to the RFP, please separate it from the other information and place it in a separate, sealed envelope, clearly marked "CONFIDENTIAL INFORMATION".**

- b. The price you are willing to pay for the property and general information about its proposed use is not confidential. Confidential Information also does not include any information that: is or becomes publicly known through no wrongful or negligent act of the City; is already known to the City without restriction when it is disclosed; is, or subsequently becomes, rightfully in the City's possession without any obligation restricting disclosure; is independently developed by the City; or is explicitly approved for release by your written authorization.
- c. The City will not disclose any material or information identified as Confidential Information to third parties without your prior written permission, unless you make such material or information public or disclosure is required by law. If the City is required by law to disclose such confidential information, it will notify you prior to such disclosure.
- d. The City may use the Confidential Information received only in analyzing and making a determination about the responses to the RFP, and for its own business purposes.
- e. Confidential Information is and will at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is given or intended by your response to the RFP.

VI. Late Proposals

Late proposals will not be accepted. It is the responsibility of the Contractor to ensure that the proposal arrives by 4:00 p.m., Local Time, on Friday, May 3, 2019.

VII. Evaluation and Selection Process

Proposals will be reviewed in a multi-step process.

Step 1: Proposals will be reviewed by CITY staff for completion and clarity. Supplemental and clarifying information may be requested from the Contractor(s) at this time. Proposals will then be referred to the Evaluation Committee.

Step 2: An Evaluation Committee of several CITY staff members will review the proposals in conjunction with the topics referenced in

this RFP. The Contractor(s) may be asked to make formal or informal presentations at that time.

Step 3: The Evaluation Committee will make a formal recommendation, which may include more than one proposal for consideration, to the City Manager who may then refer the matter to the City Council for consideration and/or final action.

VIII. Evaluating Proposals

This RFP is offered to realize economic development for the City of Casper. The hope is that the Form-Based Code and Comprehensive Land Use Plan can be used in an innovative way for economic development opportunities. Realistic, well-funded, and well thought out proposals which satisfy the purpose of the RFP and the goals of the RFP will be strongly considered for recommendation to the City Council for its consideration. **The City Council will determine which proposal(s), if any, meet the purposes and goals of this RFP and the community's needs.** Contractors' abilities, via the proposals, to demonstrate their expertise and realized vision in a variety of areas including construction, engineering, architecture, operations, real estate, and finance is another consideration in evaluating proposals.

IX. Contract Award

The CITY reserves the right to accept, reject, or request changes in proposals. The CITY will work closely with the selected Contractor to develop or refine a detailed scope of work, schedule for completion of tasks and costs associated with completed work included in the contract documents. The contract award will also include formalized protections to ensure the proposal accepted is implemented. The CITY is not liable for any costs incurred by the Contractor.

X. Meetings

The Contractor shall meet with the owner's representative, and/or staff of the CITY, as needed, to structure the contract and subsequent to the contract.

XI. Contract

The Contractor will be required to sign a contract with the CITY relating to the purchase requirements and protections (remedies) that the proposal will be followed and completed and to development plans. Such contract shall include, but not necessarily be limited to, articles that specify property retention and/or transfer.

XII. Response Material Ownership

The material submitted in response to the RFP, except for Confidential Information as referenced herein, becomes the property of the CITY and will only be returned to the Contractor at the CITY's option. Responses may be reviewed by any person after the final selection has been made. The CITY has the right to use any or all ideas presented in reply to this request. Disqualification of a Contractor does not eliminate this right.

XIII. Acceptance of Proposal Content

The contents of the proposal of the successful Contractor may become contractual obligations if the CITY wishes to execute a contract based on the submitted proposal.

XIV. Reference Checks

The CITY of Casper reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the CITY in evaluating the Contractor's performance on previous projects.