

REGULAR COUNCIL MEETING
Tuesday, November 1, 2016
6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Keep Your Remarks Pertinent and Non-Repetitive.
 - 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. Presentations will be Limited to Five Minutes or Less per Person.
- 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)

2015 CITY COUNCIL GOALS

Downtown - The City of Casper will foster growth and prosperity of the City's core through infrastructure development, creating public spaces and supportive facilities.

Infrastructure - The City of Casper will create the conditions for economic development by expanding and maintaining its physical assets and equipment, including streets, water lines, parking garages, fire stations, buildings and parks.

Recreation - The City of Casper will support, maintain and upgrade its current recreational facilities and programs and develop recreational opportunities that provide citizens and visitors with a variety of affordable activities for all ages that serve to enhance quality of life.

Council Goals Scorecard <i>Actions since 5/5/2015</i>
27
182
66

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE OCTOBER 18, 2016 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON OCTOBER 25, 2016
4. CONSIDERATION OF BILLS AND CLAIMS
5. BRIGHT SPOTS IN OUR COMMUNITY – THE IMPORTANCE OF VOTING, MRS. BEAMER’S THIRD GRADE CLASS, PARK ELEMENTARY
6. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish November 15, 2016, as the Public Hearing Date for Consideration of:
 - a. Zone Change of Lot 1, of Lots 1 Through 10 of “**Eastward Heights III**,” Located at **2300 East 15th Street**, From R-4 (High Density Residential) to C-2 (General Business).
 - b. Zone Change of **North Casper Addition, Block 22, Lot 199-200 & TR ADJ 200**, Located at **702 North Jefferson Street**, From R-3 (One to Four Unit Residential) to C-2 (General Business).
 - c. Nuisance Abatement Lien at **1169 North Jackson Street**.
2. Establish December 6, 2016, as the Public Hearing Date for Consideration of:
 - a. Transfer of Ownership of **Retail Liquor License No. 29** from **Mountain West Sales, Inc.**, d.b.a. Galles Liquor Mart, Located at 748 East Yellowstone Street to **Double C Hospitality, LLC, d.b.a. Galles Liquor Mart**, Located at 748 East Yellowstone Street.

7. PUBLIC HEARINGS

A. Ordinance

1. **Council-Initiated Zone Change** of Multiple Properties Located in the **Old Yellowstone District and South Poplar Street Corridor**.

7. PUBLIC HEARINGS (continued)

B. Minute Action

1. Transfer of Corporate Ownership of **Microbrewery License No. 1** for **Wyoming State Brewing Company, LLC, d.b.a. Wyoming State Brewing Company**, Located at 256 South Center Street.
 - a. By Minute Action, Cancel Public Hearing.
2. Issuance of New **Restaurant Liquor License No. 31**, to Himalayan Indian Cuisine, LLC, d.b.a. **Himalayan Indian Cuisine**, Located at 232 East 2nd Street, Suite 100B.
3. Issuance of New **Restaurant Liquor License No. 9**, to Shogun Restaurant Management, Inc., d.b.a. **Shogun Restaurant**, Located at 3095 Talon Drive, Suite 400.

8. THIRD READING ORDINANCE

A. Consent

1. Zone Change of **Lots 5 & 6, Standard Oil Co. Subdivision**, Located at **911 CY Avenue and 1535 South Poplar Street**, from R-2 (One Unit Residential) to C-2 (General Business).

9. SECOND READING ORDINANCE

A. Consent

1. Zone Change of **Lots 1-3, Block 3; Lot 1, Block 4; and Lot 1, Block 2; Harmony Hills Addition No. 2, Phase 2**; Located at **1725, 1625, 1575, 1525, and 4911 Yesness Court**, from C-2 (General Business) to R-2 (One Unit Residential).

10. RESOLUTIONS

A. Consent

1. Authorizing a Professional Services Agreement with **E&F Towing & Recovery** to Provide **Impound Wrecker Services** for the Casper Police Department.
2. Authorizing an Independent Contractor Agreement with **Natrona County School District #1** for Fort Casper Museum Staff to Provide **Discover Enrichment Programming** for the 2016-2017 Fiscal Year.

2015 Goals		
Downtown	Infrastructure	Recreation

2015 Goals		
Downtown	Infrastructure	Recreation

10. RESOLUTIONS (continued)

A. Consent

3. Authorizing Contract with **ByPass Mobile** of Austin, Texas, in an Amount not to Exceed \$106,094, for the **Purchase and Installation of the Point of Sale System.**
4. Approving a Natrona County Plat, “**Salt Creek Heights Business Center – Phase 4.**”
5. **Release of Real Estate Mortgage** through the City’s Housing and Community Development Block Grant Housing Rehabilitation Program, for **247 North Nebraska Street**, Christine Robertson.
6. Authorizing a Contract Amendment with **Bresnan Communications, LLC**, by Charter Communications, Inc., in an Amount not to Exceed \$44,258, to **Relocate the Leased Fiber Optic Cabling** from the Current Fire Station #6 to the New One.
7. Authorizing Change Order No. 1 with **Wyoming Machinery Company**, in the Amount of \$11,963, for the **Casper Events Center Emergency Generator Project.**
8. Authorizing License Agreement with **Advanced Communications Technologies, LLC**, to Install **Buried Fiber Optic Cable Infrastructure** within City-Owned Right-Of-Way, in the Amount of \$5,000 per year.
9. Authorizing Change Order No. 1 with **Hedquist Construction, Inc.**, for a Time Extension of 194 Days, for the **East 21st Street Improvements Project.**

11. MINUTE ACTION

A. Consent

1. Transfer of Corporate Ownership of **Microbrewery License No. 1** for **Wyoming State Brewing Company, LLC, d.b.a. Wyoming State Brewing Company**, Located at 256 South Center Street.
2. Acknowledging Change of **Corporate Ownership** for **Bar and Grill License No. 4, Casper Dave’s, LLC**, Located at 5900 East 2nd Street.
3. Approving the Request for a Change in **Dispensing Room** for **Bar and Grill License No. 4, Casper Dave’s, LLC**, d.b.a. Wyoming Ale Works, Located at 5900 East 2nd Street.

2015 Goals		
Downtown	Infrastructure	Recreation
		X
	X	X

2015 Goals		
Downtown	Infrastructure	Recreation

11. MINUTE ACTION (continued)

A. Consent

4. Authorizing the Reappointment of **Greg Tucker and Jennifer Walker** to the **Leisure Services Advisory Board**.

12. COMMUNICATIONS

A. From Persons Present

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

14. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, November 15, 2016 – Council Chambers

6:00 p.m. Tuesday, December 6, 2016 – Council Chambers

Work sessions

4:30 p.m. Tuesday, November 8, 2016 – Council Meeting Room

4:30 p.m. Tuesday, November 22, 2016 – 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	OYDSPC	Old Yellowstone District and South Poplar Street Corridor Form Based Code

COUNCIL PROCEEDINGS
 Casper City Hall – Council Chambers
 October 18, 2016

Casper City Council met in regular session at 6:00 p.m., Tuesday, October 18, 2016. Present: Councilmen Cathey, Hopkins, Humphrey Johnson, Miller, Pacheco, Powell, and Mayor Sandoval. Absent: Councilman Heili.

Moved by Councilman Hopkins, seconded by Councilman Johnson, to, by minute action, excuse the absence of Councilman Heili. Motion passed.

Mayor Sandoval led the audience in the Pledge of Allegiance.

Moved by Councilman Cathey, seconded by Councilman Powell, to, by minute action, approve the minutes of the September 27, 2016, special Council meeting, as published in the Casper-Star Tribune on October 10, 2016. Motion passed.

Moved by Councilman Pacheco, seconded by Councilman Hopkins, to, by minute action, approve the minutes of the October 4, 2016, regular Council meeting, as published in the Casper-Star Tribune on October 11, 2016. Motion passed.

Moved by Councilman Miller, seconded by Councilman Powell, to, by minute action, approve payment of the October 18, 2016, bills and claims, as audited by City Manager McDonald. Motion passed.

Bills & Claims
 10/18/16

609Consult	Services	\$23,556.40
A-1	Services	\$110.00
AAALandscaping	Services	\$650.00
ADeniz	Refund	\$52.80
AGiraldo	Services	\$40.00
AllianceElec	Services	\$360.00
ALong	Refund	\$28.32
AMBI	Services	\$1,244.99
AmericanTitle	Services	\$340.00
Ameritech	Services	\$3,500.00
ARamirez	Refund	\$17.14
ArrowheadHeating	Services	\$180.00
Balefill	Services	\$92,961.94
BankOfAmerica	Goods	\$227,327.96
BHilterbrand	Refund	\$46.32
BHuff	Reimb	\$43.28
Boys&GirlsClubs	Funds	\$18,321.25

Brenntag	Goods	\$14,447.59
BSchroeder	Reimb	\$100.00
CarolinaSoftware	Services	\$700.00
CasparBuildSystems	Services	\$351,295.45
CasperHousingAuth	Projects	\$43,802.36
CasperPubUtilities	Services	\$125.54
CATC	Funding	\$87,283.00
Centurylink	Services	\$21,761.33
CEvans	Reimb	\$75.00
Ch2mHill	Services	\$11,406.42
CHDiagnostic	Services	\$720.00
CivilEngineeringProfessionals	Projects	\$7,220.00
CMcCain	Reimb	\$100.00
CMITeco	Goods	\$40,151.77
CNA Surety	Bond	\$50.00
CommTech	Goods	\$1,695.65
Compassdata	Supplies	\$9,975.00
ComputerPros	Goods	\$47,490.00
Comtronix	Services	\$808.00
Dell	Goods	\$937.11
DeltaConst	Services	\$279,357.00
DHarvey	Refund	\$55.79
DMizokami	Reimb	\$422.89
DoubleDWelding	Services	\$8,310.00
DPCIndustries	Goods	\$5,527.31
DTEvans	Refund	\$48.30
E Becher	Reimb	\$217.00
EBynum	Refund	\$11.69
EHaro	Refund	\$55.66
EngDsgnAssoc	Services	\$4,182.50
EShaulis	Refund	\$5.88
FirstData	Services	\$3,089.84
FirstInterstateBank	Services	\$852.60
FischerAutoBody	Services	\$1,576.70
FullContactConcrete	Services	\$8,688.50
GMarshInc	Services	\$10,377.68
GreensSewer	Services	\$272.00
GreenTreeArbor	Services	\$94.87
Hach	Goods	\$1,008.56
Hedquist	Services	\$11,961.08
HedquistConstruction	Projects	\$378,157.60
HoleshotLawnCare	Services	\$1,331.75
Homax	Goods	\$4,542.77
HunterIndustrialCorp	Services	\$267.61
Installation&Svc	Projects	\$12,499.66
InterColiseumsCo	Services	\$12,667.31

JHolmberg	Refund	\$28.07
JMacias	Refund	\$276.00
JTLGroup	Services	\$926.30
KCruickshank	Refund	\$54.30
LaborReady	Services	\$3,574.29
LenhartMasonAssoc	Services	\$1,250.00
LongBuildingTech	Services	\$510.00
Manpower	Services	\$927.70
MBakerIntl	Services	\$5,040.95
MCCI	Services	\$10,955.70
McMurryReadyMix	Goods	\$118.50
MDean	Reimb	\$75.00
MWhitney	Refund	\$11.45
NC Clerk	Services	\$144.00
NCHallofJustice	Services	\$51,164.23
NCHHealthDept	Funding	\$22,445.00
NCSheriffsOffice	Funding	\$15,000.00
NCTreasurer	Taxes	\$1,954.11
NevesUniforms	Goods	\$4,165.34
NorthParkTransport	Services	\$125.35
NWCommunity Action	Services	\$811.65
OlsonAutobody	Services	\$5,695.35
OneCallofWy	Services	\$1,125.75
PopeConstruction	Projects	\$25,674.19
PreservationSolutions	Services	\$645.66
ProforceLawEnforcement	Goods	\$202.83
PwdrRiverConst	Services	\$99,259.00
RegionalWater	Services	\$598,292.50
RockyMtnPower	Services	\$149,342.27
RotaryClub	Dues	\$434.00
RvrWrks	Services	\$3,431.24
SaltusTech	Goods	\$600.00
SamParsonsUpholstery	Services	\$164.00
SchererBroConst	Goods	\$1,800.00
ScsAquaterra	Services	\$238,306.55
SeniorPatientAdvocates	Services	\$450.00
SHoff-Walters	Refund	\$55.94
ShoshoneDistributing	Goods	\$855.00
SIngledeew	Reimb	\$145.50
SpillmanTechnologies	Services	\$11,844.00
StarLineFeeds	Goods	\$502.25
StevensEng	Services	\$8,340.00
SuperiorInd	Services	\$4,855.56
SyscoFoodSvcs	Goods	\$7,639.20
TAnderson	Reimb	\$75.00
TestAmLab	Services	\$2,918.00

TPerez	Refund	\$28.38
TrfcSftySvcs	Services	\$218,913.25
TrihydroCorp	Projects	\$150.00
TShaffer	Refund	\$196.58
VentureTech/ISC	Services	\$2,419.35
Viewpoint	Services	\$2,250.00
Visits	Services	\$177.57
WardwellWater&Sewer	Services	\$130.20
WesternPlainsLandscaping	Services	\$25,975.00
WesternWaterConsult	Services	\$12,101.89
WolfGangOfWY	Services	\$2,555.55
WorthingtonLenhart&Carpenter	Services	\$1,489.25
WyDeptRevenue	Taxes	\$15,397.79
WyNotaryDivision	Goods	\$120.00
ZSzekely	Services	\$275.00
		\$3,318,898.71

Mayor Sandoval honored two outstanding City of Casper Public Safety employees, Police Lieutenant Chris Hadlock and Casper Fire-EMS Firefighter Michael Baragar. Lieutenant Hadlock is an active volunteer in the community and was recently recognized as the Wyoming Peace Officers Association, Peace Officer of the Year. Firefighter Baragar received Firefighter of the Year for American Legion District 3, for his contributions and participation in the community. Mayor Sandoval thanked both men for their service.

Moved by Councilman Cathey, seconded by Councilman Hopkins, to, by minute action: establish November 1, 2016 as the public hearing date for consideration of Council-initiated zone change of multiple properties located in the Old Yellowstone District and South Poplar Street Corridor; and establish November 15, 2016, as the public hearing date for consideration of transfer of ownership and location for Retail Liquor License No. 32 from Western States, Inc. d.b.a. Ramada Plaza Riverside, located at 300 West 'F' Street to Roaring 22, Inc., d.b.a. Roaring 22, located at 314 West Midwest Avenue and issuance of a new Resort Liquor License No. 5 to Western States, Inc. d.b.a. Ramada Plaza Riverside, located at 300 West 'F' Street. Motion passed.

Mayor Sandoval opened the public hearing for the consideration of the zone change of Lots 1-3, Block 3; Lot 1, Block 4; and Lot 1, Block 2; Harmony Hills Addition No. 2, Phase 2.

City Attorney Luben entered two (2) exhibits: correspondence from Liz Becher, to V.H. McDonald, dated October 11, 2016 and an affidavit of publication, as published in the Casper-Star Tribune, dated September 28, 2016. City Manager McDonald provided a brief report.

Speaking in support were: Lisa Burrige, 421 S. Street; and Matthew Jackson, 4401 Freedom.

There being no others to speak for or against the issues involving the zone change in Harmony Hills Addition No. 2, Phase 2, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 12-16
AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS
1-3, BLOCK 3, LOT 1, BLOCK 4; AND LOT 1, BLOCK 2; ALL
LOCATED IN THE HARMONY HILLS ADDITION NO. 2-
PHASE 2, IN THE CITY OF CASPER, WYOMING.

Councilman Miller presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Powell. Motion passed.

Mayor Sandoval opened the public hearing for the consideration of the transfer of ownership for Retail Liquor License No. 3, from Poor Boys Holdings, LLC, d.b.a. Poor Boy's Steakhouse, Located at 739 North Center to Triple C Food & Beverage, LLC, Located at 739 North Center.

City Attorney Luben entered four (4) exhibits: correspondence from Tracey L. Belser, to V.H. McDonald, dated October 18, 2016, an affidavit of publication, as published in the Casper-Star Tribune, dated October 12, 2016, an affidavit of website publication, as published on the City of Casper website, dated October 4, 2016, and the Liquor License application filed September 12, 2016. City Manager McDonald provided a brief report.

Speaking in support were: Pat Sweeney, 951 N. Kimball; and Carissa Mobley, 141 S. Center.

There being no others to speak for or against the issues involving Retail Liquor License No. 3, the public hearing was closed.

Moved by Councilman Hopkins, seconded by Councilman Cathey, to, by minute action, authorize the transfer of ownership for Retail Liquor License No. 3. Motion passed.

Mayor Sandoval opened the public hearing for the consideration of the transfer of ownership for Retail Liquor License No. 18, from Casper Hospitality Group, LLC, d.b.a. Wonder Bar, located at 256 South Center to 3OH7 Hospitality, LLC, located at 256 South Center.

City Attorney Luben entered four (4) exhibits: correspondence from Tracey L. Belser, to V.H. McDonald, dated October 18, 2016, an affidavit of publication, as published in the Casper-Star Tribune, dated October 12, 2016, an affidavit of website publication, as published on the City of Casper website, dated October 4, 2016, and the Liquor License application filed September 12, 2016. City Manager McDonald provided a brief report.

Speaking in support were: Pat Sweeney, 951 N. Kimball; Matt Galloway, 4017 W. 38th; Tracy LaMont, 721 E. 12th; and Brandon Daigle, 855 S. Grant.

There being no others to speak for or against the issues involving Retail Liquor License No. 18, the public hearing was closed.

Moved by Councilman Hopkins, seconded by Councilman Johnson, to, by minute action, authorize the transfer of ownership for Retail Liquor License No. 18. Motion passed.

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

ORDINANCE NO. 11-16

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 5 AND 6 OF THE STANDARD OIL COMPANY SUBDIVISION IN THE CITY OF CASPER, WYOMING.

Councilman Humphrey presented the foregoing one (1) ordinance for adoption, on second reading, by consent agenda. Seconded by Councilman Cathey. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 16-244

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH CASPER COYOTES JUNIOR HOCKEY, LLC FOR USE OF THE CASPER ICE ARENA.

RESOLUTION NO. 16-245

A RESOLUTION AUTHORIZING A SEWER LINE AND WATER LINE EASEMENT TERMINATION AND RELOCATION AGREEMENT BETWEEN THE CITY OF CASPER, WYOMING, AND ANB BANK.

RESOLUTION NO. 16-246

A RESOLUTION AUTHORIZING AGREEMENT WITH THE STATE OF WYOMING OFFICE OF HOMELAND SECURITY FOR THE CASPER FIRE-EMS DEPARTMENT REGION II EMERGENCY RESPONSE TEAM.

RESOLUTION NO. 16-247

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 TO THE AGREEMENT WITH POWDER RIVER CONSTRUCTION, INC., FOR A TIME EXTENSION FOR THE SCHOOL WALKABILITY, PROJECT NO. 15-20.

RESOLUTION NO. 16-248.

A RESOLUTION APPROVING A NATRONA COUNTY PLAT, "BYPASS INDUSTRIAL PARK NO. 2"

RESOLUTION NO. 16-249

A RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDS FROM THE STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL, DIVISION OF VICTIM SERVICES.

RESOLUTION NO. 16-250

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, OFFICE OF JUSTICE PROGRAMS FOR THE FY 16 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT.

RESOLUTION NO, 16-251

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH NATRONA COUNTY.

Councilman Johnson presented the foregoing eight (8) resolutions for adoption. Seconded by Councilman Powell. Motion passed.

Individuals addressing the Council were: Keith Goodenough, 333 S. Socony, regarding funding for victim services; Tamara Mc Naughton, 2906 Belmont, regarding victim services; Tasha Blackburn, 2442 Shumway, regarding victim services; Trish Cole, 166 N. Elk, regarding victim services; Amanda Huckabay, 1104 S. Lincoln, regarding victim services; and Dale Zimmerle, 3035 Bellaire.

Mayor Sandoval noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, October 25, 2016, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, November 1, 2016, in the Council Chambers.

Moved by Councilman Pacheco, seconded by Councilman Miller, to, by minute action adjourn. Motion passed.

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

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

71 CONSTRUCTION, INC.

11514 CITY MIX
11502 CITY MIX

\$241.68
\$727.89
\$969.57 Subtotal for Dept. Streets
\$969.57 Subtotal for Vendor

A.M.B.I. & SHIPPING, INC.

16-09-321 POSTAGE
16-09-325 POSTAGE
16-09-326 POSTAGE
16-09-327 POSTAGE
16-09-328 POSTAGE

\$67.56
\$67.56 Subtotal for Dept. Casper Events Center
\$1.14
\$1.14 Subtotal for Dept. Fort Caspar
\$9.12
\$9.12 Subtotal for Dept. Metro Animal
\$103.19
\$103.19 Subtotal for Dept. Municipal Court
\$81.51
\$81.51 Subtotal for Dept. Water
\$262.52 Subtotal for Vendor

AAA LANDSCAPING

11745 WEED MOWING

\$3,114.85
\$3,114.85 Subtotal for Dept. Code Enforcement
\$3,114.85 Subtotal for Vendor

ACE SANDBLASTING & COATING

1110 CLARIFIER #1 RE-COATING
1110 RETAINAGE

\$40,000.00
(\$2,837.50)
\$37,162.50 Subtotal for Dept. Waste Water
\$37,162.50 Subtotal for Vendor

AMERICAN TITLE AGENCY, INC.

80-117919 OWNER AND ENCUMBRANCE REPORT

\$85.00
\$85.00 Subtotal for Dept. Engineering
\$85.00 Subtotal for Vendor

AMERI-TECH EQUIPMENT CO.

16371 COMMERCIAL CONTAINERS

\$23,475.84
\$23,475.84 Subtotal for Dept. Refuse Collection
\$23,475.84 Subtotal for Vendor

ARIONUS, CHAD

0027457748 UTILITY REFUND

\$47.76
\$47.76 Subtotal for Dept. Water
\$47.76 Subtotal for Vendor

BART WILLADSON

RIN0027175 TRAVEL EXPENSES

\$60.00
\$60.00 Subtotal for Dept. Water

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

BART WILLADSON

\$60.00 Subtotal for Vendor

BENARDIS, VIOLET

0027457745 UTILITY REFUND

\$38.32

\$38.32 Subtotal for Dept. Water

\$38.32 Subtotal for Vendor

BENJAMIN WORLEY

RIN0027109 BOOT REIMBURSEMENT

\$69.61

\$69.61 Subtotal for Dept. Waste Water

\$69.61 Subtotal for Vendor

BURNS & MCDONNELL ENGINEERING CO., INC.

78385-20 CENTRIFUGE INSTALLATION

\$405.00

\$405.00 Subtotal for Dept. Waste Water

\$405.00 Subtotal for Vendor

BURTON, SHANNON/HALL, KALEB

0027457744 UTILITY REFUND

\$7.62

\$7.62 Subtotal for Dept. Water

\$7.62 Subtotal for Vendor

BYRON/DEB LANE

RIN0027172 UTILITY REFUND

\$226.08

\$226.08 Subtotal for Dept. Water

\$226.08 Subtotal for Vendor

CARL KRUGLER

7JZMG3KHSFZ VICTIMS EMERGENCY FUND

\$51.95

\$51.95 Subtotal for Dept. Police Grants

\$51.95 Subtotal for Vendor

CASELLE, INC.

76113 CONTRACT MAINTENANCE/SUPPORT

\$75.00

\$75.00 Subtotal for Dept. Finance

\$75.00 Subtotal for Vendor

CASPER AREA CHAMBER OF COMMERCE, INC.

199523 FUNDING

\$40,500.00

199522 FUNDING

\$11,250.00

\$51,750.00 Subtotal for Dept. Social Community Services

\$51,750.00 Subtotal for Vendor

CENTRAL PAINT & BODY

31771 BODY SHOP REPAIRS

\$1,780.06

\$1,780.06 Subtotal for Dept. Fleet Maintenance

\$1,780.06 Subtotal for Vendor

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

CENTRAL WY. SENIOR SVCS., INC.

RIN0027123 FUNDING

\$42,500.00
\$42,500.00 Subtotal for Dept. Social Community Services
\$42,500.00 Subtotal for Vendor

CENTURYLINK

RIN0027146 PHONE USE

\$38.21

\$38.21 Subtotal for Dept. Balefill

RIN0027139 PHONE USE

\$77.62

RIN0027139 PHONE USE

\$45.33

\$122.95 Subtotal for Dept. Casper Events Center

RIN0027160 PHONE USE

\$4.39

\$4.39 Subtotal for Dept. Cemetery

RIN0027140 PHONE USE

\$95.22

RIN0027139 PHONE USE

\$63.44

\$158.66 Subtotal for Dept. City Hall

RIN0027139 PHONE USE

\$65.16

RIN0027139 PHONE USE

\$78.38

\$143.54 Subtotal for Dept. Communications Center

RIN0027139 PHONE USE

\$39.19

\$39.19 Subtotal for Dept. Engineering

RIN0027139 PHONE USE

\$482.37

RIN0027140 PHONE USE

\$90.41

\$572.78 Subtotal for Dept. Fire

RIN0027139 PHONE USE

\$155.53

\$155.53 Subtotal for Dept. Metro Animal

RIN0027139 PHONE USE

\$45.03

\$45.03 Subtotal for Dept. Municipal Court

RIN0027139 PHONE USE

\$61.38

\$61.38 Subtotal for Dept. Parking

RIN0027139 PHONE USE

\$39.19

\$39.19 Subtotal for Dept. Police

RIN0027140 PHONE USE

\$42.95

\$42.95 Subtotal for Dept. Sewer

RIN0027160 PHONE USE

\$38.21

\$38.21 Subtotal for Dept. Waste Water

\$1,462.01 Subtotal for Vendor

CHRIS HADLOCK

RIN0027153 REPLENISH BUY FUND

\$147.88

\$147.88 Subtotal for Dept. Police

\$147.88 Subtotal for Vendor

CITY OF CASPER

5128/145083 GIS EXPENSES

\$9,350.64

5128/145146 GIS EXPENSES

\$211.02

5128/145146 GIS EXPENSES

\$22.18

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

CITY OF CASPER

5128/145083 GIS EXPENSES

\$982.70
\$10,566.54 Subtotal for Dept. Metropolitan Planning
\$10,566.54 Subtotal for Vendor

CITY OF CASPER - BALEFILL

247/145085-087 SANITATION

\$240.00
\$240.00 Subtotal for Dept. Parks

2772/145120 SANITATION

\$5,913.03

2772/144979 SANITATION

\$7,097.00

2772/145203 SANITATION

\$5,416.75

2772/144954 SANITATION

\$7,644.55

2772/144919 SANITATION

\$14,498.48

2772/145173 SANITATION

\$5,639.49

2772/145053 SANITATION

\$5,192.09

2772/145016 SANITATION

\$5,013.49

2772/145142 SANITATION

\$5,610.39

\$62,025.27 Subtotal for Dept. Refuse Collection

1276/144913 SANITATION

\$82.25

1276/145014 SANITATION

\$23.97

1276/145140 SANITATION

\$117.50

1276/144952 SANITATION

\$1,422.15

1276/145050 SANITATION

\$279.65

\$1,925.52 Subtotal for Dept. Waste Water

4361/144980 SLUDGE REMOVAL

\$9,033.18

4361/145056 SLUDGE REMOVAL

\$5,192.98

4361/145018 SLUDGE REMOVAL

\$4,681.04

4361/145144 SLUDGE REMOVAL

\$5,922.02

4361/144958 SLUDGE REMOVAL

\$8,178.82

\$33,008.04 Subtotal for Dept. Water Treatment Plant

\$97,198.83 Subtotal for Vendor

CIVIL ENGINEERING PROFESSIONALS, INC.

16-184-02 NORTH PLATTE RIVER SURVEYING

\$2,317.50

\$2,317.50 Subtotal for Dept. Refuse Collection

15-046-10 E 21ST STREET IMPROVEMENTS

\$11,290.87

\$11,290.87 Subtotal for Dept. Streets

14-066-19 EAST CASPER ZONE III

\$12,181.48

14-066-19 EAST CASPER ZONE III

\$5,999.83

15-046-10 E 21ST STREET IMPROVEMENTS

\$8,715.73

\$26,897.04 Subtotal for Dept. Water

\$40,505.41 Subtotal for Vendor

CLERK OF THE WYOMING SUPREME COURT

RIN0027152 FILING FEE

\$95.00

\$95.00 Subtotal for Dept. City Attorney

\$95.00 Subtotal for Vendor

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

CLINT CONNER

RIN0027176 TRAVEL EXPENSES

\$60.00
\$60.00 Subtotal for Dept. Water
\$60.00 Subtotal for Vendor

CMI TECO, INC.

00000167 HENDERSON 10' TRUCK MOUNT

\$11,750.00
\$11,750.00 Subtotal for Dept. Balefill
\$11,750.00 Subtotal for Vendor

COLLECTION CENTER INC.

974300000285 COLLECTION FEES

\$297.42
\$297.42 Subtotal for Dept. Balefill

974300000285 COLLECTION FEES

\$0.73
\$0.73 Subtotal for Dept. Casper Events Center

974300000285 COLLECTION FEES

\$110.45
\$110.45 Subtotal for Dept. Code Enforcement

974300000285 COLLECTION FEES

\$157.04
\$157.04 Subtotal for Dept. Finance

972000000342 COLLECTION FEES

\$119.72
\$119.72 Subtotal for Dept. Refuse Collection

972000000342 COLLECTION FEES

\$90.98
\$90.98 Subtotal for Dept. Sewer

972000000342 COLLECTION FEES

\$268.16
\$268.16 Subtotal for Dept. Water
\$1,044.50 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

77434 COMMAND BUS REPAIRS

\$1,469.20
\$1,469.20 Subtotal for Dept. Communications Center

76900 REPAIRS

\$103.00

77424 REPAIRS

\$51.50

77425A REPAIRS

\$339.50

77427 REPAIRS

\$51.50

\$545.50 Subtotal for Dept. Police

77425 STRIP UNIT

\$1,356.00

76898 STRIP UNIT

\$1,133.00

\$2,489.00 Subtotal for Dept. Police Equipment

\$4,503.70 Subtotal for Vendor

CRIME SCENE INFORMATION

157-12-056 CRIME STOPPERS LINE

\$86.25
\$86.25 Subtotal for Dept. Police
\$86.25 Subtotal for Vendor

DELL MARKETING LP

XK1WJD8K4 ADOBE

\$831.03

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

DELL MARKETING LP

\$831.03 Subtotal for Dept. Refuse Collection
\$831.03 Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

3939 BACK WALL IN SALTER

\$1,665.00
\$1,665.00 Subtotal for Dept. Fleet Maintenance

3921 REPAIR ROLL OFF

\$710.00
\$710.00 Subtotal for Dept. Refuse Collection
\$2,375.00 Subtotal for Vendor

DVORAK, BOB

0027457749 UTILITY REFUND

\$39.76
\$39.76 Subtotal for Dept. Water
\$39.76 Subtotal for Vendor

EATON SALES & SVC., INC.

4058886-IN SERVICE CENTER FUEL TANK

\$175,411.38

4058886-IN RETAINAGE

(\$17,411.91)

\$157,999.47 Subtotal for Dept. Fleet Maintenance
\$157,999.47 Subtotal for Vendor

ECONOMIC DEVELOPMENT JOINT POWERS BOARD

FY2017-2 FUNDING

\$104,029.98
\$104,029.98 Subtotal for Dept. Special Reserves
\$104,029.98 Subtotal for Vendor

FAMILY JOURNEY CENTER

117 FUNDING

\$416.55
\$416.55 Subtotal for Dept. One Cent #15
\$416.55 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1200175 MERCHANT FEES

\$3,436.16
\$3,436.16 Subtotal for Dept. Balefill

REMI1200177 MERCHANT FEES

\$228.40
\$228.40 Subtotal for Dept. Police
\$3,664.56 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0027148 NIGHT DROP BAGS

\$93.50

RIN0027147 NIGHT DROP BAGS

\$93.50

RIN0027119 SERVICE CHARGES

\$793.47

RIN0027141 LOCKBOX FEES

\$2,061.52

\$3,041.99 Subtotal for Dept. Finance

RIN0027149 NIGHT DROP BAGS

\$46.75

\$46.75 Subtotal for Dept. Metro Animal
\$3,088.74 Subtotal for Vendor

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

FIRST INTERSTATE BANK - PETTY CASH

RIN0027135 PETTY CASH	\$36.30	
RIN0027135 PETTY CASH	\$18.00	
RIN0027135 PETTY CASH	\$52.00	
	\$106.30	Subtotal for Dept. Police
RIN0027173 WITNESS FEES	\$35.00	
	\$35.00	Subtotal for Dept. Municipal Court
	\$141.30	Subtotal for Vendor

FORSBERG, ROBERT

0027457739 UTILITY REFUND	\$9.81	
	\$9.81	Subtotal for Dept. Water
	\$9.81	Subtotal for Vendor

FREMONT MOTOR COMPANY

72868 2017 FORD EXPLORER	\$24,059.10	
	\$24,059.10	Subtotal for Dept. Police Equipment
	\$24,059.10	Subtotal for Vendor

GATE CITY BANK

RIN0027117 RESEARCH REQUEST	\$43.25	
	\$43.25	Subtotal for Dept. Police
	\$43.25	Subtotal for Vendor

GLOBAL SPECTRUM L.P.

RIN0027171 FUND OPERATING ACCOUNT	\$79,030.00	
	\$79,030.00	Subtotal for Dept. Casper Events Center
	\$79,030.00	Subtotal for Vendor

GPC ARCHITECTS PLLC

RIN0027130 HOGADON LODGE	\$7,300.86	
	\$7,300.86	Subtotal for Dept. Hogadon
	\$7,300.86	Subtotal for Vendor

GREATER WYOMING BIG BROTHERS, BIG SISTERS

2015-5 FUNDING	\$4,582.12	
	\$4,582.12	Subtotal for Dept. One Cent #15
	\$4,582.12	Subtotal for Vendor

GREEN TREE ARBORICULTURE LLC

1-112641 WEED MOWING	\$25.00	
	\$25.00	Subtotal for Dept. Code Enforcement
	\$25.00	Subtotal for Vendor

GRIZZLY EXCAVATING

RIN0027145 RETAINAGE	\$22,357.34	
	\$22,357.34	Subtotal for Dept. Capital Projects - Sewer
	\$22,357.34	Subtotal for Vendor

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

GRIZZLY EXCAVATING & CONST. LLC.

RIN0027143	RETAINAGE	(\$22,357.34)		
		(\$22,357.34)	Subtotal for Dept.	Capital Projects - Sewer
RIN0027143	15TH & ELM ST IMPROVEMENTS	\$7,591.48		
RIN0027144	2016 MISCELLANEOUS SANITARY SE	\$135,134.00		
RIN0027144	RETAINAGE	(\$9,876.45)		
		\$132,849.03	Subtotal for Dept.	Sewer
RIN0027143	15TH & ELM ST IMPROVEMENTS	\$188,790.35		
		\$188,790.35	Subtotal for Dept.	Streets
RIN0027143	15TH & ELM ST IMPROVEMENTS	\$27,191.60		
		\$27,191.60	Subtotal for Dept.	Water
		\$326,473.64	Subtotal for Vendor	

GSG ARCHITECTURE

161002	DESIGN FIRE STATION #6	\$10,445.60		
		\$10,445.60	Subtotal for Dept.	Fire
		\$10,445.60	Subtotal for Vendor	

GW MECHANICAL, INC.

RIN0027132	RETAINAGE	(\$1,252.70)		
		(\$1,252.70)	Subtotal for Dept.	Capital Projects - CEC
RIN0027132	CHILLER REPLACEMENT	\$12,527.00		
		\$12,527.00	Subtotal for Dept.	Casper Events Center
		\$11,274.30	Subtotal for Vendor	

HACH CO., CORP.

10141970	LAB SUPPLIES	\$449.32		
		\$449.32	Subtotal for Dept.	Water Treatment Plant
		\$449.32	Subtotal for Vendor	

HARRINGTON, JUSTIN

0027415772	UTILITY REFUND	\$20.07		
		\$20.07	Subtotal for Dept.	Water
		\$20.07	Subtotal for Vendor	

HERNANDEZ, RUEBEN

0027457740	UTILITY REFUND	\$51.57		
		\$51.57	Subtotal for Dept.	Water
		\$51.57	Subtotal for Vendor	

HIGH PLAINS PIZZA, INC.

STMT092916	2016 HIGH SCHOOL VOLLEYBALL	\$6.00		
		\$6.00	Subtotal for Dept.	Casper Events Center
		\$6.00	Subtotal for Vendor	

HILLHOUSE W. LTD

789066	GIFT SHOP INVENTORY	\$221.33		
		\$221.33	Subtotal for Dept.	General - Ft Caspar

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

HILLHOUSE W. LTD

\$221.33 Subtotal for Vendor

HOBART HARDEN

RIN0027177 INSURANCE REFUND

\$325.10

\$325.10 Subtotal for Dept. Health Insurance

\$325.10 Subtotal for Vendor

HOLESHOT LAWN CARE & SNOW REMOVAL LLC

INV010 WEED MOWING

\$475.00

\$475.00 Subtotal for Dept. Code Enforcement

\$475.00 Subtotal for Vendor

HOMAX OIL SALES, INC.

0342782-IN DIESEL FUEL

\$14,260.07

0342848-IN OIL AND DRUM DEPOSITS

\$1,504.40

\$15,764.47 Subtotal for Dept. Balefill

0345655-IN UNLEADED FUEL

\$16,593.39

0345920-IN FUEL

\$595.00

0345652-IN DIESEL FUEL

\$18,192.14

0345652-IN DIESEL FUEL

\$170.55

0345652-IN DIESEL FUEL

\$314.55

0341017-in CREDIT FOR FUEL REMOVAL

(\$17,341.55)

\$18,524.08 Subtotal for Dept. Fleet Maintenance

0344549-IN DIESEL FUEL

\$15,207.35

\$15,207.35 Subtotal for Dept. Refuse Collection

\$49,495.90 Subtotal for Vendor

INDUSTRIAL REPAIR SERVICE, INC.

188096 CONTROLLER REPAIR

\$710.05

187624 TURBIDIMETER REPAIR

\$1,254.78

187632 TURBIDIMETER REPAIR

\$1,254.78

\$3,219.61 Subtotal for Dept. Water Treatment Plant

\$3,219.61 Subtotal for Vendor

INSTALLATION & SVC CO

RIN0027131 RETAINAGE

\$10,589.63

\$10,589.63 Subtotal for Dept. Water

\$10,589.63 Subtotal for Vendor

INSTALLATION & SVC. CO.

16-001-02 2016 CPU ASPHALT REPAIR

\$41,331.14

16-001-02 RETAINAGE

(\$10,589.63)

16-001-02 2016 CPU ASPHALT REPAIR

\$69,475.10

\$100,216.61 Subtotal for Dept. Water

\$100,216.61 Subtotal for Vendor

ISLAS, BIANCA

0027457746 UTILITY REFUND

\$17.18

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

ISLAS, BIANCA

\$17.18 Subtotal for Dept. Water
\$17.18 Subtotal for Vendor

ITC ELECTRICAL TECHNOLOGIES

20512 OZONE VALVE PARTS

\$1,809.60
\$1,809.60 Subtotal for Dept. Water Treatment Plant
\$1,809.60 Subtotal for Vendor

IT'S THE LITTLE THINGS IN LIFE, INC.

STMT100116 2016 WY WOMENS EXPO

\$3.42
\$3.42 Subtotal for Dept. Casper Events Center
\$3.42 Subtotal for Vendor

JASON GREENWOOD

07131624794 TOOL REIMBURSEMENT

\$191.05
\$191.05 Subtotal for Dept. Fleet Maintenance
\$191.05 Subtotal for Vendor

JEREMY STEVENS

RIN0027108 BOOT REIMBURSEMENT

\$74.50
\$74.50 Subtotal for Dept. Waste Water
\$74.50 Subtotal for Vendor

JIM WETZEL

JKHDRY TRAVEL EXPENSES

\$423.70
\$423.70 Subtotal for Dept. Police Grants
\$423.70 Subtotal for Vendor

KNIFE RIVER/JTL

140589 PLANT MIX

\$359.40
\$359.40 Subtotal for Dept. Streets
\$359.40 Subtotal for Vendor

KOVACH, JOHN

0027457742 UTILITY REFUND

\$53.07
\$53.07 Subtotal for Dept. Water
\$53.07 Subtotal for Vendor

LABOR READY CENTRAL, INC.

21452942 TEMPORARY LABOR
21468490 TEMPORARY LABOR
21468489 TEMPORARY LABOR
21452943 TEMPORARY LABOR

\$2,763.18
\$7.14
\$514.08
\$788.97
\$4,073.37 Subtotal for Dept. Casper Events Center
\$4,073.37 Subtotal for Vendor

LEWALLEN, SHANE/JULIE

0027415773 UTILITY REFUND

\$32.34

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

LEWALLEN, SHANE/JULIE

\$32.34 Subtotal for Dept. Water

\$32.34 Subtotal for Vendor

LOENBRO INSTRUMENTATION & ELECTRICAL

19183 RETAINAGE

(\$4,867.10)

(\$4,867.10) Subtotal for Dept. Capital Projects - CEC

19183 PARKING LOT LIGHTING & WIRING

\$194,411.00

\$194,411.00 Subtotal for Dept. Casper Events Center

\$189,543.90 Subtotal for Vendor

LOGAN SIMPSON DESIGN INC

19370 FY16 COMPREHENSIVE PLAN UPDATE

\$9,885.82

19370 FY16 COMPREHENSIVE PLAN UPDATE

\$1,038.94

\$10,924.76 Subtotal for Dept. Metropolitan Planning

\$10,924.76 Subtotal for Vendor

LSC TRANSPORTATION CONSULTANTS, INC.

52009 FY16 TRANSIT SCHEDULE ANALYSIS

\$2,957.89

52009 FY16 TRANSIT SCHEDULE ANALYSIS

\$310.86

\$3,268.75 Subtotal for Dept. Metropolitan Planning

\$3,268.75 Subtotal for Vendor

MARK ANDERSON

RIN0027174 TRAVEL EXPENSES

\$47.00

\$47.00 Subtotal for Dept. Water

\$47.00 Subtotal for Vendor

MCMURRY READY MIX

224093 ULTRA FIBER

\$414.75

\$414.75 Subtotal for Dept. Streets

\$414.75 Subtotal for Vendor

MCMURRY READY MIX CO.

224039 CONCRETE

\$414.75

224094 CONCRETE

\$177.75

\$592.50 Subtotal for Dept. Water

\$592.50 Subtotal for Vendor

MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

33413 DEDICATED INTERNET

\$512.50

\$512.50 Subtotal for Dept. Communications Center

\$512.50 Subtotal for Vendor

MUNICIPAL CODE CORP.

00276585 CODE BOOKS

\$900.00

\$900.00 Subtotal for Dept. City Attorney

\$900.00 Subtotal for Vendor

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

NATRONA COUNTY - HALL OF JUSTICE EXPENSES

RIN0027125 BUILDING RENT	\$1,496.69	
RIN0027126 BUILDING RENT	\$1,441.80	
RIN0027127 BUILDING RENT	\$2,467.23	
RIN0027124 BUILDING RENT	\$2,923.34	
	\$8,329.06	Subtotal for Dept. Municipal Court
	\$8,329.06	Subtotal for Vendor

NATRONA COUNTY CLERK

102019 FILING FEE	\$70.00	
	\$70.00	Subtotal for Dept. Police
	\$70.00	Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE49787 UNIFORMS	\$129.90	
NE49784 UNIFORMS	\$129.90	
NE49746 UNIFORMS	\$64.95	
NE49783 UNIFORMS	\$194.85	
NE49785 UNIFORMS	\$179.79	
NE49782 UNIFORMS	\$64.95	
NE49786 UNIFORMS	\$119.90	
NE49745 UNIFORMS	\$129.90	
LN-342337 UNIFORMS	\$899.00	
LN-342454 UNIFORMS	\$899.00	
NE49460 UNIFORMS	\$119.80	
NE49596 UNIFORMS	\$129.90	
LN-342336 UNIFORMS	\$899.00	
NE49540 UNIFORMS	\$34.75	
	\$3,995.59	Subtotal for Dept. Police
	\$3,995.59	Subtotal for Vendor

NORTH PARK TRANSPORTATION

08758036 FREIGHT BILL	\$125.88	
	\$125.88	Subtotal for Dept. Fleet Maintenance
	\$125.88	Subtotal for Vendor

OLSON AUTOBODY & COLLISION CENTER

6406 BODY SHOP REPAIRS	\$1,619.18	
	\$1,619.18	Subtotal for Dept. Fleet Maintenance
	\$1,619.18	Subtotal for Vendor

OSBOURNE, GARY

0027457743 UTILITY REFUND	\$60.02	
	\$60.02	Subtotal for Dept. Water
	\$60.02	Subtotal for Vendor

PACIOLAN, INC.

INV108209-PA EVENUE BILLING	\$7,925.80	
	\$7,925.80	Subtotal for Dept. Casper Events Center

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

PACIOLAN, INC.

\$7,925.80 Subtotal for Vendor

PAGE, KAYLA

0027457741 UTILITY REFUND

\$53.07

\$53.07 Subtotal for Dept. Water

\$53.07 Subtotal for Vendor

PARKS, ADAM

0027457738 UTILITY REFUND

\$20.12

\$20.12 Subtotal for Dept. Water

\$20.12 Subtotal for Vendor

P-CARD VENDORS

00045485 CREDIT

(\$3.57)

(\$3.57) Subtotal for Dept. Balefill

TAX CREDIT TAX CHARGED ON DOMINO'S CHG

(\$2.14)

(\$2.14) Subtotal for Dept. Metro Animal

00050197 ANNA BOOKING OFFICE

\$401.00

00049796 AMAZON.COM

\$50.35

00050204 AMAZON.COM AMZN.COM/BI

\$50.35

00050310 AMPAC

\$15.27

00049820 LINCOLN AQUATICS

\$78.39

00049882 AIR CAN 0142168025845 - Cred

(\$90.91)

00049886 AIR CAN 0142168025845

\$90.91

00050280 ARC SERVICES/TRAINING

\$35.00

00050510 LINCOLN AQUATICS

\$31.94

00050345 CLAIM ADJ/AIR CAN 01421 - Cr

(\$90.91)

00049990 BAILEYS ACE HDWE

\$17.29

00050773 WW GRAINGER

\$28.22

00050213 AMAZON PRIME MEMBERSHIP

\$10.99

00050369 WAL-MART #1617

\$354.00

00050349 CLAIM ADJ/ANNA BOOKING OF - Cr

(\$401.00)

00049915 THE WEBSTaurant STORE

\$247.44

00049915 THE WEBSTaurant STORE

\$482.39

00050384 CLAIM ADJ/AIR CAN 01421

\$90.91

00050571 ARC SERVICES/TRAINING

\$210.00

00050555 ARC SERVICES/TRAINING

\$70.00

00050680 NORCO INC

\$242.49

00050585 BAILEYS ACE HDWE

\$3.78

00050564 AMAZON PRIME CREDIT

(\$10.99)

\$1,916.91 Subtotal for Dept. Aquatics

00050479 AIRGAS CENTRAL

\$161.45

00050259 WYOMING MACHINERY CO

\$1,286.51

00050484 HOWARD SUPPLY COMPANY

\$1,113.39

00050248 WYOMING MACHINERY CO

\$4,642.12

00050491 ALLIANCE ELECTRIC LLC

\$173.63

00050534 SAMSCLUB #6425

\$85.51

00050535 QUALITY OFFICE SOLUTIO

\$86.64

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

P-CARD VENDORS

00050536	ALLIANCE ELECTRIC LLC	\$97.50		
00050543	HONNEN EQUIPMENT 04	\$577.83		
00050263	AIRGAS CENTRAL	\$279.60		
00050198	WYOMING MACHINERY CO	\$2,927.31		
00050049	IN CASPER SAFETY LLC	\$550.00		
00050547	WW GRAINGER	\$269.99		
00050093	FEDEX 784261279042	\$16.55		
00050566	AUTOZONE #1294	\$4.00		
00050074	COCA COLA BOTTLING CO	\$22.05		
00050190	BAILEYS ACE HDWE	\$44.99		
00050441	QUALITY OFFICE SOLUTIO	\$24.12		
00049618	CASPER TIRE 0000705	\$14.29		
00050117	SAMSCLUB #6425	\$29.88		
00050139	AIRGAS CENTRAL	\$16.86		
00050163	BARGREEN WYOMING 25	\$54.00		
00050202	CMI-TECO	\$746.20		
00050270	WYOMING MACHINERY CO	\$1,335.71		
00050296	SAMSCLUB #6425	\$16.76		
00050395	WW GRAINGER	\$291.86		
00050377	CASPER TIRE 0000705	\$14.29		
00050456	0970 CED	\$117.50		
00050332	QUALITY OFFICE SOLUTIO	\$54.72		
00050296	SAMSCLUB #6425	\$106.86		
00050319	MICHAELSFENCE&SUPPLYIN	\$8.87		
00050462	TRI STATE EQUIP-CASPER	\$1,231.40		
00050312	GC BUILDING SUPPLY INC	\$532.75		
00050306	OREILLY AUTO 00027466	\$5.40		
00050395	WW GRAINGER	\$291.85		
		\$17,232.39	Subtotal for Dept.	Balefill
00050308	LONG BLDG. TECHNOLOGIE	\$4,543.42		
		\$4,543.42	Subtotal for Dept.	Buildings & Grounds
00050413	DIAMOND VOGEL PAINT #7	\$15.62		
00050483	CRESCENT ELECTRIC 103	\$193.63		
00050390	WW GRAINGER	\$160.22		
00050487	HOSE & RUBBER SUPPLY I	\$8.75		
00050530	SUTHERLANDS 2219	\$29.98		
00050361	MODERN ELECTRIC	\$3,122.00		
00050572	BAILEYS ACE HDWE	\$20.48		
00050561	BLOEDORN LUMBER CASPER	\$40.65		
00050387	BLOEDORN LUMBER CASPER	\$19.68		
00050318	BLOEDORN LUMBER CASPER	\$41.69		
00050320	CASPER WINNELSON CO	\$51.93		
00050452	WW GRAINGER	\$302.40		
00050464	DIAMOND VOGEL PAINT #7	\$32.49		
00050449	WW GRAINGER	\$156.24		
00050522	DIAMOND VOGEL PAINT #7	\$21.67		
		\$4,217.43	Subtotal for Dept.	Buildings & Structures
00049349	FACEBK CV94FAWWR2	\$360.00		

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

P-CARD VENDORS

00049846	FACEBK T636KA2XR2	\$40.00	
00049903	NORCO INC	\$93.94	
00049863	NORCO INC	\$43.50	
00049775	BLAST BEAT NETWORK LLC	\$800.00	
00049349	FACEBOOK	\$350.00	
00049349	FACEBOOK	\$40.00	
00049855	PROCORP IMAGES, INC.	\$725.92	
00049737	BANCARD ATM SERVICES	\$661.82	
00049857	ALSCO INC.	\$1,329.40	
00049899	NORCO INC	\$46.97	
00049711	CHARTER COMM	\$140.20	
00049904	NORCO INC	\$21.56	
00049850	PROCORP IMAGES, INC.	\$210.00	
		\$4,863.31	Subtotal for Dept. Casper Events Center
00049880	CASPER STAR TRIBUNE	\$128.90	
		\$128.90	Subtotal for Dept. CDBG
00050261	WESTCO	\$1,521.52	
		\$1,521.52	Subtotal for Dept. Cemetery
00050358	THOMSON WEST TCD	\$127.37	
00050568	WYOMING STATE BAR	\$355.00	
00050378	THOMSON WEST TCD	\$94.50	
00050376	THOMSON WEST TCD	\$1,174.47	
		\$1,751.34	Subtotal for Dept. City Attorney
00050715	CPU IIT - Credit	(\$99.99)	
00050178	XEROX CORPORATION/RBO	\$47.77	
00050143	CASPER AREA CHAMBER	\$25.00	
00049747	CASPER STAR TRIBUNE	\$425.68	
00050674	STATE OF WY BD OF CPAS	\$190.00	
00050525	THREE CROWNS GOLF CLUB	\$30.00	
00050373	CPU IIT	\$99.99	
		\$718.45	Subtotal for Dept. City Manager
00050851	AMAZON.COM	\$65.62	
00050799	AMBI MAIL AND MARKETIN	\$129.00	
00050563	VZWRLSS IVR VB	\$120.03	
00050447	VZWRLSS MY VZ VB P	\$44.76	
		\$359.41	Subtotal for Dept. Code Enforcement
00050457	MEDICAL PRIORITY CONSU	\$680.00	
00050734	XYBIX SYSTEMS INC	\$2,924.24	
00050660	AT&T 0512212799001	\$45.24	
00050798	SWEETWATER SOUND INC	\$780.00	
00050528	THE HOME DEPOT #6001	\$122.00	
00050675	VZWRLSS IVR VB	\$89.70	
		\$4,641.18	Subtotal for Dept. Communications Center
00050147	CASPER STAR TRIBUNE	\$664.80	
00049815	RACCAS PIZZERIA NAPOLE	\$36.00	
00050322	DOUGH ENTERPRISES LLC	\$22.00	
00050143	CASPER AREA CHAMBER	\$75.00	

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

P-CARD VENDORS

00050616 CASPER STAR TRIBUNE	\$1,133.80	
00050467 SUBWAY 03116324	\$17.40	
00050618 CASPER STAR TRIBUNE	\$232.80	
	\$2,181.80	Subtotal for Dept. Council
00050388 USPS 57155809430310940	\$56.50	
00050084 ALBERTSONS STO00000604	\$96.42	
	\$152.92	Subtotal for Dept. Engineering
00050427 CASPER STAR TRIBUNE	\$188.96	
00049870 STAPLES 00114181 - Credi	(\$87.12)	
00050538 STAPLES 00114181 - Credi	(\$0.45)	
00050447 VZWRLSS MY VZ VB P	\$22.38	
00049528 STAPLES 00114181	\$96.56	
	\$220.33	Subtotal for Dept. Finance
00049715 EXXONMOBIL 47626544	\$36.14	
00050211 BAILEYS ACE HDWE	\$29.98	
00049717 EXXONMOBIL 47626544	\$7.45	
00049480 IN CASPER SAFETY LLC	\$215.00	
00049876 EXXONMOBIL 47626544	\$34.24	
00049932 CPU	\$198.00	
00050303 CPU IIT	\$1,258.80	
00049708 AMAZON.COM	\$7.99	
00048806 MUNICIPAL EMERGENCY SE	\$2,925.00	
00050199 EXXONMOBIL 47626544	\$79.62	
00050386 WPSG, INC 800-852-6088	\$2,684.50	
00050193 EXXONMOBIL 47626544	\$57.56	
00049145 EXXONMOBIL 47626544	\$33.47	
00049976 EXXONMOBIL 47626544	\$19.84	
	\$7,587.59	Subtotal for Dept. Fire
00050325 STOTZ EQUIPMENT	\$584.70	
00050370 NAPA-STROBE LITE	\$77.58	
00050317 PRECISION KNIFE-SHARPEN KNIVES	\$299.48	
00050370 NAPA-LIGHT	\$10.08	
00050317 PRECESION KNIFE-SHARPEN KNIVES	\$299.48	
00050130 GREINER FORD -SWITCH ASY	\$49.30	
00050352 WW GRAINGER	\$91.46	
00049995 DULTMEIER SALES-NOZZLES	\$35.38	
00050042 DULTMEIER SALES-TEEJET TIPS	\$74.00	
00050340 SQ SQ GOSQ.COM DAVID	\$150.00	
00050326 INLAND TRUCK PARTS #	\$632.26	
00050317 PRECESION KNIFE-SHARPEN KNIVES	\$299.49	
00050370 NAPA-819-5588 DOOR SUPPORT	\$35.88	
00050442 GREINER FORD-CARRIER BRG	\$53.55	
00050438 EQUIPMENT COMPANY	\$416.93	
00050437 DRIVE TRAIN CASPER	\$115.00	
00049645 BIG HILL SERVICES - 84 INCH BL	\$777.98	
00050428 WW GRAINGER	\$58.50	
00050407 AMERI-TECH EQUIPMENT C	\$36.75	
00050405 PACIFIC HIDE-HINGE	\$9.50	

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

P-CARD VENDORS

00050398	GREINER FORD LINCOLN O	\$101.04
00050397	DRIVE TRAIN CASPER	\$172.40
00050370	NAPA-819-5588 DOOR SUPPORT	\$35.88
00050370	NAPA-VAC UNIT 730-1605	\$15.20
00050370	NAPA-E2243M FUEL PUMP	\$170.86
00050370	NAPA	\$177.18
00050370	NAPA-RV ANTI-FREEZE	\$23.94
00050370	NAPA	\$13.98
00050370	BEARING BELTCHAIN00244	\$14.58
00049673	INTERNATIONAL TRANSACTION - FE	\$7.78
00050370	NAPA	\$1,234.41
00050409	MIDLAND IMPLEMENT-87-9200 BRG	\$118.14
00050370	NAPA-18039 OIL SEAL	\$11.45
00050370	NAPA	\$510.09
00050385	WW GRAINGER	\$25.14
00050499	NATRONA CNTY WY CLERK	\$15.00
00050195	GREINER FORD-TRANSDUCER	\$129.09
00050169	DENVER INDUSTRIAL SALE	\$52.62
00050108	BENTZ SELF SERVICE A	\$12.83
00050083	DRIVEN POWERSPORTS	\$1,045.41
00050044	TIRE PROFESSIONALS - INSTALL 4	\$10,524.24
00050506	GOODYEAR COMMERCIAL 20.5R25 IN	\$3,158.03
00050505	LARIAT INTERNATIONAL T	\$294.23
00050500	LARIAT INTERNATIONAL T	\$294.23
00049983	IN PETERSON EQUIPMENT	\$67.22
00049983	IN PETERSON EQUIPMENT	\$4,042.81
00050212	CMI-TECO	\$43.56
00049866	STOTZ EQUIPMENT	\$113.68
00050063	SPARTANCHASSIS (APA)	\$129.24
00050499	NATRONA CNTY WY CLERK	\$15.00
00050495	CASPER TIRE 0000705 - TUBE	\$16.00
00050495	CASPER TIRE-TUBE	\$16.00
00050476	DRIVE TRAIN CASPER	\$33.42
00050475	CMI-TECO - COOLING HOSE	\$26.53
00050254	BEL-METRIC INC	\$135.43
00050540	COMMUNICATION TECHNOLO -SWAP R	\$347.90
00050365	WYOMING AUTOMOTIVE	\$107.40
00050548	GREINER -V-BELT	\$38.01
00050396	GREINER -SEAL CLIP	\$15.04
00050447	VZWRLLS MY VZ VB P	\$22.38
00050499	NATRONA CNTY WY CLERK	\$15.00
00049917	CUSTOM TRUCK AND EQUIP	\$584.45
00050298	BRAKE SUPPLY -REBUILD HYD CYLI	\$695.00
00050293	VERMEER SALES-KNIFE BLOCK	\$61.81
00049891	IN NUTECH SPECIALTIES	\$68.00
00049891	IN NUTECH SPECIALTIES	\$1,783.68
00049892	CUSTOM TRUCK AND EQUIP	\$712.80
00049894	SAMS CLUB #6425	\$45.00

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

P-CARD VENDORS

00049898	CUSTOM TRUCK AND EQUIP	\$584.45	
00050529	GOVTELLERNATRONAWYFEE	\$1.50	
00049921	CUSTOM TRUCK AND EQUIP	\$584.45	
00050269	CMI-TECO	\$316.64	
00050019	ALSCO INC.	\$684.98	
00050256	STOTZ EQUIPMENT	\$22.92	
00050526	NORCO INC	\$127.60	
		\$33,722.95	Subtotal for Dept. Fleet Maintenance
00049786	C AND D JARNAGIN CO IN	\$174.95	
		\$174.95	Subtotal for Dept. Fort Caspar
00050356	WM SUPERCENTER #3778	\$4.06	
00049828	TY INC	\$496.40	
00050294	BAKER-TAYLOR	\$87.85	
00050380	K & M INTERNATIONAL IN	\$19.00	
00050383	C&J SAYLES INC	\$1,368.67	
00049812	SQ CASPER GLASS, A	\$34.25	
		\$2,010.23	Subtotal for Dept. General - Fort Caspar
00050498	BEARING BELTCHAIN00244	\$61.43	
00050706	WESTCO	\$4,310.07	
00050724	VZWRLSS MY VZ VB P	\$80.02	
		\$4,451.52	Subtotal for Dept. Golf Course
00050194	HIGBEE'S CAFE	\$10.25	
00050181	QDOBA #748 QPS	\$9.40	
00050192	EXXONMOBIL 45947843	\$27.60	
00050240	BEST WESTERN INN AT SU	\$108.22	
00050764	ENERGY LABORATORIES	\$122.00	
00050447	VZWRLSS MY VZ VB P	(\$24.17)	
00050156	ULINE SHIP SUPPLIES	\$523.78	
00050201	PILOT 00007625	\$30.66	
00050113	ENERGY LABORATORIES	\$40.00	
00050279	SHELL OIL 57444278709	\$26.24	
00050135	AIRGAS CENTRAL	\$78.49	
		\$952.47	Subtotal for Dept. Hogadon
00049948	USPS 57155809430310940	\$3.98	
00049993	NATL STDNT CLEARINGHOU	\$12.50	
00050183	ADOBE CREATIVE CLOUD	\$69.98	
00050057	ATLAS OFFICE PRODUCTS	\$110.62	
		\$197.08	Subtotal for Dept. Human Resources
00050176	AGP PROPANE SERVICES	\$52.89	
00050477	SAMS INTERNET	\$143.57	
00050485	A&A GLOBAL INDUSTRIES	\$269.77	
00050482	SAMS CLUB #6425	\$48.86	
00050754	BAILEYS ACE HDWE	\$4.99	
00050316	SQUARE SQ PAPA JOHNS	\$266.69	
00050115	SAMS INTERNET	\$91.57	
00050424	NORCO INC	\$82.96	
00050223	SAMSCLUB #6425	\$59.39	

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

P-CARD VENDORS

00049681	BECKER ARENA PRODUC	\$27.72	
00050295	PFG VISTAR DE	\$217.78	
00050264	PARTY AMERICA CASPER #	\$28.35	
00050297	FARMER BROS CO	\$105.77	
00050310	AMPAC	\$15.26	
00050718	VAC SHACK INC	\$4.00	
00050598	NORCO INC	\$42.80	
00050364	AGP PROPANE SERVICES	\$71.74	
00050546	SAMS CLUB #6425	\$103.81	
00049651	BECKER ARENA PRODUC	\$70.44	
		\$1,708.36	Subtotal for Dept. Ice Arena
00050625	MICROSOFT STORE - Credit	(\$134.87)	
00050468	AMAZON.COM	\$29.95	
00050305	MICROSOFT STORE	\$2,697.45	
		\$2,592.53	Subtotal for Dept. Information Services
00050003	VISTAPR VistaPrint.com	\$704.98	
00050379	MERBACK AWARDS COMPANY	\$51.10	
00050360	BURBACKS REFRIGERATION	\$288.00	
00050436	SUTHERLANDS 2219	\$576.00	
00050367	COCA COLA BOTTLING CO	\$29.40	
00049577	5.11 TACTICAL.COM	\$429.95	
00050439	NORCO INC	\$202.12	
00050415	OVERHEAD DOOR CO OF CA	\$858.32	
		\$3,139.87	Subtotal for Dept. Metro Animal
00050330	KONE INC.	\$353.68	
00050315	KONE INC.	\$261.77	
		\$615.45	Subtotal for Dept. Parking
00049998	MURDOCH'S RANCH & HOME	\$75.91	
00049957	CPS DISTRIBUTORS INC C	\$283.92	
00049861	PIONEER REVERE 8008771	\$374.89	
00049853	KORBY LANDSCAPE	\$205.00	
00050101	BLOEDORN LUMBER CASPER	\$15.06	
00050107	BAILEYS ACE HDWE	\$7.98	
00047854	ADVANCED TECHNOLOGY PR	\$321.18	
00049878	BLOEDORN LUMBER CASPER	\$229.52	
00050206	MICHAELSFENCE&SUPPLYIN	\$121.51	
00050344	CPS DISTRIBUTORS INC C	\$123.21	
00050440	TRACTOR SUPPLY CO #199	\$549.89	
00050173	MENARDS CASPER WY	\$924.89	
00050389	BAILEYS ACE HDWE	\$15.27	
00050382	ANIXTER INC - UPS	\$121.92	
00050381	THE HOME DEPOT #6001	\$9.53	
00050381	THE HOME DEPOT #6001	\$47.41	
00050231	IN WYOMING PLANT COMP	\$340.00	
00050447	VZWRLSS MY VZ VB P	\$145.95	
00050265	ANIXTER INC - UPS	\$14.00	
00050227	ANIXTER INC - UPS	\$765.09	
00050342	MICHAELSFENCE&SUPPLYIN	\$115.72	

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

P-CARD VENDORS

00050335	CPS DISTRIBUTORS INC C	\$1,193.64	
00050288	LIGHTORAMAI	\$1,819.91	
00050324	ANIXTER INC - UPS	\$175.39	
00050323	CPS DISTRIBUTORS INC C	\$1,025.00	
00050152	TURF MASTER LLC	\$93.50	
00050313	CPS DISTRIBUTORS INC C	\$1,742.50	
00050153	GIH GLOBALINDUSTRIALEQ	\$781.08	
00050307	BAILEYS ACE HDWE	\$9.99	
00050301	CPS DISTRIBUTORS INC C	\$1,332.50	
00050359	MICHAELSFENCE&SUPPLYIN	\$86.79	
00050575	VZWRLSS IVR VB	\$40.01	
00050472	GEOTEC INDUSTRIAL SUPP	\$1,700.00	
00050515	71 SOIL AND STONE	\$75.85	
00050002	PAYPAL DEVICEDISTR	\$358.00	
00050430	KNIFE RIVER 5701	\$1,500.80	
00050466	R & R REST STOPS	\$19,641.48	
00050086	AMAZON MKTPLACE PMTS	\$1,079.70	
00050123	MURDOCH'S RANCH & HOME	\$37.99	
00050271	STOTZ EQUIPMENT	\$30.72	
00050435	THE HOME DEPOT #6001	\$387.20	
00050281	ADVANCED TECHNOLOGY - Credit	(\$3.18)	
00050157	WW GRAINGER	\$8.03	
00050136	BAILEYS ACE HDWE	\$59.99	
	\$37,984.74	Subtotal for Dept.	Parks
00050231	IN WYOMING PLANT COMP	\$569.50	
	\$569.50	Subtotal for Dept.	Perpetual Care
00050799	AMBI MAIL AND MARKETIN	\$68.00	
00050844	CASPER STAR TRIBUNE	\$138.20	
00050825	ATLAS REPRODUCTION	\$9.00	
00050339	RICOH USA, INC	\$296.41	
00050501	AMBI MAIL AND MARKETIN	\$141.00	
00050334	ATLAS OFFICE PRODUCTS	\$5.34	
00050649	ATLAS REPRODUCTION	\$12.00	
00050549	ATLAS REPRODUCTION	\$18.00	
	\$687.95	Subtotal for Dept.	Planning
00050290	IN OLDE MASTER ORIGIN	\$294.50	
00050180	HUMPHREY'S BAR & GRILL	\$50.00	
00050229	STARBUCKS STORE 11320	\$17.64	
00050663	RICOH USA, INC	\$58.82	
00050114	CHIPOTLE 1014	\$13.46	
00050278	LONGHORN SALOON AND GR	\$41.56	
00050159	OFFICEMAX/OFFICEDEPOT6	\$15.99	
00050151	KUM & GO #961	\$32.01	
00050119	HENSLEY BATTERY&ELEC	\$33.93	
00050234	R & R PUMPING	\$138.92	
00050087	LOAF N JUG #0192 Q81	\$17.25	
00050446	CHIEF SUPPLY - Credit	(\$119.18)	
00049700	GUERNSEY SINCLAIR	\$15.40	

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

P-CARD VENDORS

00049763	GUERNSEY MARKET PLAC	\$17.86	
00049885	GUERNSEY SINCLAIR	\$8.81	
00049918	LOCKMAN'S LUNCH BOX	\$35.25	
00049933	GUERNSEY MARKET PLAC	\$11.59	
00049937	CONOCO - HOMAX #2	\$5.74	
00050103	GUERNSEY SINCLAIR	\$16.36	
00050120	GUERNSEY MARKET PLAC	\$8.01	
00050148	GUERNSEY SINCLAIR	\$11.87	
00050149	LOCKMAN'S LUNCH BOX	\$27.56	
00050249	GUERNSEY SINCLAIR	\$19.11	
00050573	SMITHS FOOD #4185	\$13.78	
00050291	PIZZA HUT #240	\$40.93	
00050641	VZWRLSS IVR VB	\$4,328.57	
00050454	SIGMA ALDRICH US	\$182.82	
00050453	RMIN	\$250.00	
00050419	CPU IIT	\$1,528.99	
00050511	TACO BELL #023072	\$32.76	
00050523	LOAF N JUG #0104 Q81	\$11.28	
00050533	LITTLE CAESARS 1989 00	\$25.17	
00050550	SAFARILAND	\$6.28	
00050574	CPU IIT	\$130.88	
00050597	BURGER KING #2178 Q07	\$8.36	
00050329	WARDROBE CLEANERS	\$5.00	
00050608	LEXISNEXIS RISK DAT - Credit	(\$9,217.95)	
00050251	THE HOME DEPOT #6001	\$15.72	
00050675	VZWRLSS IVR VB	\$1,007.10	
00050770	HARTZ E&F TOWING & REC	\$335.00	
00050772	FEDEX 91408599	\$21.71	
00050653	INTOXIMETERS INC	\$250.40	
00050672	THOMSON WEST TCD	\$1,440.00	
00050695	I/O SOLUTIONS, INC.	\$822.00	
00050694	IN JOHNSON ROBERTS &	\$13.00	
00049163	WYOMING PEACE OFFICERS	\$15.00	
00050696	IN JOHNSON ROBERTS &	\$247.00	
00050823	SOURCE OFFICE AND TECH	\$11.50	
		\$2,297.76	Subtotal for Dept. Police
00050391	CASTLEBROOK WELDING &	\$563.00	
		\$563.00	Subtotal for Dept. Police Equipment
00050517	DELTA 0068291354303	\$25.00	
00049464	AMAZON MKTPLACE PMTS	\$127.00	
00049459	ACCESSDATA GROUP, LLC	\$1,119.00	
		\$1,271.00	Subtotal for Dept. Police Grants
00050071	CRUM ELECTRIC SUPPLY C	\$443.79	
00050241	WW GRAINGER	\$278.48	
00050252	WW GRAINGER	\$54.96	
		\$777.23	Subtotal for Dept. Property & Liability Insurance
00049865	HOBBY-LOBBY #0233	\$10.37	
00050704	NORCO INC	\$90.67	

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

P-CARD VENDORS

00050237	AMAZON.COM	\$16.19	
00050756	AMERICAN LOCKER SECURI	\$737.69	
00050275	AMAZON.COM AMZN.COM/BI	\$34.46	
00050310	AMPAC HOLDINGS INC	\$15.26	
00050679	HOBBY-LOBBY #0233	\$22.97	
00050463	USPS 57155804730311021	\$6.80	
00050285	EB WYOMING ECLIPSE FE	\$45.00	
00049927	SQ BLACK HILLS REC	\$300.00	
		\$1,279.41	Subtotal for Dept. Recreation
00050072	OVERHEAD DOOR CO OF CA	\$21.66	
00050602	SAFETY VISION	\$1,628.60	
00050516	CASPER TIRE 0000705	\$32.50	
00050513	OREILLY AUTO 00027466 - Credi	(\$64.62)	
00050532	BEARING BELTCHAIN00244	\$134.98	
00050121	THE HOME DEPOT #6001	\$70.23	
00050504	OREILLY AUTO 00027466	\$61.54	
00050544	WAL-MART #1617	\$94.22	
00050309	WM SUPERCENTER #1617	\$164.06	
00050312	GC BUILDING SUPPLY INC	\$55.00	
00050411	IN PEDENS INC.	\$651.50	
00049705	CASPER TIRE 0000705	\$32.50	
00050311	CENTRAL TRUCK AND DIES	\$502.54	
00050496	BEARING BELTCHAIN00244	\$962.19	
00050479	AIRGAS CENTRAL	\$161.46	
00050253	JACKS TRUCK AND EQUIPMT	\$3.73	
00050328	OREILLY AUTO 00027466	\$64.62	
00049992	CASPER TIRE 0000705	\$97.50	
00050210	HARTZ E&F TOWING & REC	\$350.00	
00050239	KISTLER TENT AND AWNIN	\$1,350.00	
00050215	CASPER TIRE 0000705	\$47.50	
		\$6,421.71	Subtotal for Dept. Refuse Collection
00050025	ALSCO INC.	\$230.76	
00049784	CASPER CONTRACTORS SUP	\$26.84	
00050447	VZWRLLS MY VZ VB P	\$22.38	
00050054	SAMS CLUB #6425	\$67.55	
00050125	BAILEYS ACE HDWE	\$7.65	
		\$355.18	Subtotal for Dept. Sewer
00050191	EB WORLD CHALLENGE XX	\$290.00	
00050185	EB WORLD CHALLENGE XX	\$90.00	
00050182	ALAMO RENT-A-CAR	\$354.82	
00050186	EB WORLD CHALLENGE XX	\$90.00	
		\$824.82	Subtotal for Dept. Social Community Services
00050098	CRESCENT ELECTRIC 103	\$6.90	
00050524	CASPER CONTRACTORS SUP	\$72.70	
00050512	CASPER CONTRACTORS SUP	\$347.97	
00050447	VZWRLLS MY VZ VB P	\$22.38	
00050434	WAGNER'S OUTDOOR OUTFI	\$13.50	
00050368	SQ SQ ATLANTIC ELECT	\$998.00	

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

P-CARD VENDORS

00050027	HARBOR FREIGHT TOOLS 3	\$30.97	
00050033	WAGNER'S OUTDOOR OUTFI	\$131.04	
00050214	CASPER TIRE 0000705	\$28.00	
00050132	ALSCO INC.	\$665.04	
00049974	CASPER CONTRACTORS SUP	\$36.80	
00050110	THE HOME DEPOT #6001	\$21.08	
00050596	IN TIM FORCE TIN SHOP	\$150.00	
00050589	BLOEDORN LUMBER CASPER	\$21.99	
00050077	CRESCENT ELECTRIC 103	\$51.98	
00050080	TOP OFFICE PRODUCTS IN	\$58.24	
00049804	COMMUNICATION TECHNOLO	\$492.00	
00049834	WAGNER'S OUTDOOR OUTFI	\$19.26	
00050691	WAGNER'S OUTDOOR OUTFI	\$14.76	
00050346	SQ SQ ATLANTIC ELECT	\$998.00	
00050579	BLOEDORN LUMBER CASPER	\$22.00	
		\$4,202.61	Subtotal for Dept. Streets
00050338	BLOEDORN LUMBER CASPER	\$69.99	
00050172	KNIFE RIVER 5701	\$469.69	
00050447	VZWRLLS MY VZ VB P	\$44.76	
00050557	CASPER CONTRACTORS SUP	\$53.76	
00050474	SAMS CLUB #6425	\$122.69	
00050255	WEAR PARTS INC	\$220.00	
00050095	B AND T FABRICATION	\$68.25	
00049856	ENERGY LABORATORIES	\$2,160.00	
00050470	NORCO INC	\$865.00	
00050591	DEWITT WATER SYS & SER	\$50.00	
00050321	WW GRAINGER	\$152.64	
00050026	DANA KEPNER CO.	\$185.08	
00050562	WW GRAINGER	\$547.20	
00050250	KNIFE RIVER 5701	\$314.99	
00050580	ENERGY LABORATORIES, I	\$475.00	
00050586	CONOCO - HOMAX #1	\$52.65	
00050518	BARGREEN WYOMING 25	\$114.08	
00050062	ATLAS OFFICE PRODUCTS	\$55.78	
00050224	THE UPS STORE 2200	\$92.24	
00050222	CUSTOM FIBERGLASS INC	\$55.00	
00050420	B AND T FABRICATION - Credit	(\$3.25)	
00050609	WEAR PARTS INC	\$39.05	
00050623	PACIFIC HIDE AND FUR #	\$111.60	
00050631	CRUM ELECTRIC SUPPLY C	\$280.04	
00050414	USPS 57155804730311021	\$7.57	
00050416	MCMMASTER-CARR	\$230.15	
00050353	WATERWORKS INDUSTRIES	\$159.08	
		\$6,993.04	Subtotal for Dept. Waste Water
00050314	ENERGY LABORATORIES, I	\$340.00	
00050235	PROKOTEENGINEERINGSUPP	\$171.20	
00050582	SUTHERLANDS 2219	\$15.92	
00050634	THE HOME DEPOT #6001	\$7.54	

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

P-CARD VENDORS

00050260	HARBOR FREIGHT TOOLS 3	\$138.75
00050266	SIX ROBBLEES NO 19	\$13.74
00050570	DANA KEPNER CO.	\$265.00
00050643	JB MACHINE AND MANUFAC	\$90.00
00050189	ENERGY LABORATORIES, I	\$320.00
00050637	THE HOME DEPOT #6001	\$7.18
00050166	ENERGY LABORATORIES, I - Credi	(\$250.00)
00050161	ENERGY LABORATORIES, I - Credi	(\$250.00)
00050606	THE HOME DEPOT #6001 - Credit	(\$7.54)
00050337	ENERGY LABORATORIES, I	\$25.00
00050406	DANA KEPNER CO.	\$1,549.46
00050064	THE INN AT LANDER	\$89.00
00050375	WATERWORKS INDUSTRIES	\$412.95
00050046	THE HOME DEPOT #6001	\$35.88
00050357	WATERWORKS INDUSTRIES	\$150.16
00050348	HOSE & RUBBER SUPPLY I	\$13.06
00050347	ENERGY LABORATORIES, I - Credi	(\$20.00)
00050070	ENERGY LABORATORIES, I	\$125.00
00050039	ALSCO INC.	\$529.68
00050399	DANA KEPNER CO.	\$220.00
00050022	CASPER CONTRACTORS SUP	\$10.16
00050005	SUTHERLANDS 2219	\$16.97
00050343	INBERG-MILLER ENGINEER	\$560.00
00049994	AUDIES SMALL ENGINE	\$4.19
00050366	WYOMING WATER ASSOCIAT	\$500.00
00049291	WEF WYTHE	\$168.00
00050450	TOP OFFICE PRODUCTS IN	\$92.28
00050247	ENERGY LABORATORIES, I	\$20.00
00050341	BAILEYS ACE HDWE	\$11.96
00050444	UNITED STATES WELDING	\$19.23
00050508	DANA KEPNER CO.	\$265.00
00050489	THE HOME DEPOT #6001	\$13.96
00050131	BEARING BELTCHAIN00244	\$6.84
00050469	MOBILE CONCRETE, INC	\$105.00
00050469	MOBILE CONCRETE, INC	\$108.00
00050336	ENERGY LABORATORIES, I	\$25.00
00050447	VZWRLSS MY VZ VB P	\$71.03
00050068	ENERGY LABORATORIES, I	\$250.00
00050111	SUTHERLANDS 2219	\$1.59
00050327	ENERGY LABORATORIES, I	\$25.00
00050443	DANA KEPNER CO.	\$1,224.80
00050106	WATERWORKS INDUSTRIES	\$150.16
00050094	THE INN AT LANDER	\$99.00
00050423	CRUM ELECTRIC SUPPLY C	\$100.00
00050092	ENERGY LABORATORIES, I	\$250.00
00050089	WEAR PARTS INC	\$6.67
00050079	BEARING BELTCHAIN00244	\$73.27
00050408	ENERGY LABORATORIES, I	\$340.00

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

P-CARD VENDORS

	\$8,510.09	Subtotal for Dept.	Water
00050640 ENERGY LABORATORIES	\$225.00		
00050447 VZWRLLS MY VZ VB P	\$22.38		
00050060 WW GRAINGER	\$147.78		
00050460 UNITED STATES WELDING	\$3,332.43		
00050372 WW GRAINGER	\$236.17		
00049479 CASPER STAR TRIBUNE	\$43.59		
00050374 PP WYOMINGWATE	\$340.00		
00050393 EUROFINS EATON ANALYTI	\$100.00		
00050451 WW GRAINGER	\$1,387.19		
00050569 UNITED STATES WELDING	\$3,149.25		
00050417 CASPER STAR TRIBUNE - Credit	(\$43.59)		
00050426 USPS 57155809430310940	\$14.13		
00050029 ALSCO INC.	\$144.80		
00050030 XEROX CORPORATION/RBO	\$230.72		
00050553 UPS 0000008F045W426	\$67.73		
00050592 PIZZA HUT #240	\$50.00		
00050144 SUTHERLANDS 2219	\$28.98		
00050445 DANA KEPNER CO.	\$393.31		
00050246 ENERGY LABORATORIES	\$20.00		
00050233 COASTAL CHEMICAL CO LL	\$102.83		
00050228 SUTHERLANDS 2219	\$20.78		
00050630 BEARING BELTCHAIN00244	\$72.60		
00050045 GRIZZLY MAINTENANCE SE	\$614.19		
00050624 ENERGY LABORATORIES	\$2,722.00		
00050167 CASPER STAR TRIBUNE	\$43.54		
00050610 ENERGY LABORATORIES	\$225.00		
00050302 UPS 0000008F045W416	\$197.13		
00050302 UPS 0000008F045W416	\$36.62		
00050188 THE HOME DEPOT #6001	\$218.97		
00050519 BEARING BELTCHAIN00244	\$47.40		
00050187 DANA KEPNER CO.	\$945.40		
	\$15,136.33	Subtotal for Dept.	Water Treatment Plant
00050100 THE HOME DEPOT #6001	\$6.98		
00050331 VAN DIEST SUPPLY COMPA	\$564.34		
	\$571.32	Subtotal for Dept.	Weed And Pest
	\$190,042.29	Subtotal for Vendor	

PEAK ASPHALT

7-313234 CRS-2	\$1,196.80		
	\$1,196.80	Subtotal for Dept.	Streets
	\$1,196.80	Subtotal for Vendor	

PEAK GEOSOLUTIONS/ SOLID WASTE PROFESSIONALS

2016.48 GAS COLLECTION/CONTROLL	\$29,771.28		
	\$29,771.28	Subtotal for Dept.	Balefill
	\$29,771.28	Subtotal for Vendor	

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

PEAKS TO PLAINS DESIGN, P.C.

1498 I-25/SHOSHONI INTERCHANGE

\$893.22

\$893.22 Subtotal for Dept. Parks

\$893.22 Subtotal for Vendor

PETROLEUM TESTERS, LLC

2008 TRAINING

\$200.00

2034 TRAINING

\$200.00

\$400.00 Subtotal for Dept. Fleet Maintenance

2008 TRAINING

\$200.00

\$200.00 Subtotal for Dept. Streets

\$600.00 Subtotal for Vendor

PLATTE RIVER CROSSING

338 BUILDING RENT

\$125,592.00

\$125,592.00 Subtotal for Dept. Communications Center

\$125,592.00 Subtotal for Vendor

POSTAL PROS, INC.

37652 UTILITY BILL FEES

\$3,424.59

\$3,424.59 Subtotal for Dept. Finance

\$3,424.59 Subtotal for Vendor

POVERTY RESISTANCE FOOD PANTRY

180014036 FUNDING

\$4,650.00

171 FUNDING

\$7,234.93

\$11,884.93 Subtotal for Dept. One Cent #15

\$11,884.93 Subtotal for Vendor

PROFORCE LAW ENFORCEMENT

287335A JAG GRANT- LONG GUNS

\$10,117.17

\$10,117.17 Subtotal for Dept. Police Grants

\$10,117.17 Subtotal for Vendor

PUBLIC SAFETY COMMUNICATIONS CENTER

734/145074 USER FEES

\$1,954.30

\$1,954.30 Subtotal for Dept. Metro Animal

1276/145075 USER FEES

\$542.86

\$542.86 Subtotal for Dept. Water

\$2,497.16 Subtotal for Vendor

RESOURCE STAFFING

6180 TEMPORARY WORKER

\$479.61

\$479.61 Subtotal for Dept. Casper Events Center

\$479.61 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016710211605 ELECTRICITY

\$2,963.57

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

ROCKY MOUNTAIN POWER

	\$2,963.57	Subtotal for Dept.	Balefill
AP00016810211605 ELECTRICITY	\$151.96		
	\$151.96	Subtotal for Dept.	Buildings & Structures
AP00015310211605 ELECTRICITY	\$14,266.61		
	\$14,266.61	Subtotal for Dept.	Casper Events Center
AP00015810211605 ELECTRICITY	\$1,900.11		
	\$1,900.11	Subtotal for Dept.	Hogadon
RIN0027128 ELECTRICITY	\$141.52		
AP00018110211605 ELECTRICITY	\$3,978.65		
	\$4,120.17	Subtotal for Dept.	Parks
AP00017010211605 ELECTRICITY	\$94.51		
	\$94.51	Subtotal for Dept.	Streets
RIN0027134 ELECTRICITY	\$93,018.35		
RIN0027134 ELECTRICITY	\$10,851.31		
	\$103,869.66	Subtotal for Dept.	Water Treatment Plant
	\$127,366.59	Subtotal for Vendor	

ROD BARSTAD'S PAINT & AUTO BODY

5598 BODY SHOP REPAIRS

	\$1,005.27		
	\$1,005.27	Subtotal for Dept.	Fleet Maintenance
	\$1,005.27	Subtotal for Vendor	

SAM PARSON'S UPHOLSTERY

673882 REUPHOLSTER SEAT CUSHIONS
673882 REUPHOLSTER SEAT CUSHIONS

	\$152.17		
	\$152.16		
	\$304.33	Subtotal for Dept.	Fleet Maintenance
	\$304.33	Subtotal for Vendor	

SCOTT, JESSICA

0027457747 UTILITY REFUND

	\$6.63		
	\$6.63	Subtotal for Dept.	Water
	\$6.63	Subtotal for Vendor	

SKYLINE RANCHES

RIN0027151 201 SEWER
RIN0027151 201 SEWER

	(\$77.36)		
	\$773.62		
	\$696.26	Subtotal for Dept.	Sewer

RIN0027151 201 SEWER

	(\$457.40)		
	(\$457.40)	Subtotal for Dept.	Waste Water
	\$238.86	Subtotal for Vendor	

SOURCE GAS DIST. LLC

201715383170 NATURAL GAS
207408052001 NATURAL GAS
201004087867 NATURAL GAS

	\$15.75		
	\$830.32		
	\$2,816.02		
	\$3,662.09	Subtotal for Dept.	Aquatics

207408052005 NATURAL GAS

\$479.23

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

SOURCE GAS DIST. LLC

201537468039 NATURAL GAS	\$479.23	Subtotal for Dept.	Balefill
	\$33.35		
	\$33.35	Subtotal for Dept.	Buildings & Structures
201270568142 NATURAL GAS	\$975.11		
	\$975.11	Subtotal for Dept.	Casper Events Center
207408052036 NATURAL GAS	\$41.53		
	\$41.53	Subtotal for Dept.	Cemetery
201537470041 NATURAL GAS	\$31.55		
207408052037 NATURAL GAS	\$286.06		
201448483453 NATURAL GAS	\$75.88		
201715380766 NATURAL GAS	\$16.05		
	\$409.54	Subtotal for Dept.	City Hall
201270568629 NATURAL GAS	\$28.64		
207408052010 NATURAL GAS	\$268.34		
	\$296.98	Subtotal for Dept.	Fire
201092698552 NATURAL GAS	\$406.80		
	\$406.80	Subtotal for Dept.	Fleet Maintenance
201092697157 NATURAL GAS	\$147.62		
	\$147.62	Subtotal for Dept.	Fort Caspar
201804332109 NATURAL GAS	\$81.25		
	\$81.25	Subtotal for Dept.	Golf Course
201004087868 NATURAL GAS	\$469.92		
	\$469.92	Subtotal for Dept.	Ice Arena
201004091774 NATURAL GAS	\$100.40		
	\$100.40	Subtotal for Dept.	Metro Animal
201448483489 NATURAL GAS	\$685.07		
	\$685.07	Subtotal for Dept.	Recreation
201004090658 NATURAL GAS	\$14.64		
	\$14.64	Subtotal for Dept.	Sewer
207408052004 NATURAL GAS	\$2,118.31		
	\$2,118.31	Subtotal for Dept.	Waste Water
207408052003 NATURAL GAS	\$75.00		
	\$75.00	Subtotal for Dept.	Water
201092697267 NATURAL GAS	\$774.88		
	\$774.88	Subtotal for Dept.	Water Treatment Plant
	\$10,771.72	Subtotal for Vendor	

STAR LINE FEEDS

241124 PET FOOD

\$545.75		
\$545.75	Subtotal for Dept.	Metro Animal
\$545.75	Subtotal for Vendor	

STATE OF WY. - NOTARY DIV.

RIN0027142 NOTARY

\$30.00		
\$30.00	Subtotal for Dept.	Planning

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

STATE OF WY. - NOTARY DIV.

\$30.00 Subtotal for Vendor

SUSAN SHUMWAY

RIN0027178 INSURANCE REFUND

\$710.46

\$710.46 Subtotal for Dept. Human Resources

\$710.46 Subtotal for Vendor

SWI, LLC

RIN0027134 RETAINAGE

\$3,818.00

\$3,818.00 Subtotal for Dept. Capital Projects - Engineering

\$3,818.00 Subtotal for Vendor

TEST AMERICA LABORATORIES, INC

28183138 WELL SAMPLE

\$1,473.00

\$1,473.00 Subtotal for Dept. Balefill

\$1,473.00 Subtotal for Vendor

TRETO CONST.

RIN0027129 PEDESTRIAN PATHWAYS

\$65,730.50

RIN0027129 PEDESTRIAN PATHWAYS

\$22,860.50

\$88,591.00 Subtotal for Dept. Parks

\$88,591.00 Subtotal for Vendor

UNITED WAY OF NATRONA COUNTY

RIN0027161 KICK OFF EXPENSES

\$3,500.00

\$3,500.00 Subtotal for Dept. Social Community Services

\$3,500.00 Subtotal for Vendor

UNIVERSITY OF WY.- COOPERATIVE EXTENSION SVC.

RIN0027167 UW EXTENSION - HOFFMAN AGREE

\$25,136.00

\$25,136.00 Subtotal for Dept. Weed And Pest

\$25,136.00 Subtotal for Vendor

URBAN INTERACTIVE STUDIO, LLC

UIS-INV-11176 FY16 CITY OF CASPER COMP PLAN

\$226.23

UIS-INV-11176 FY16 CITY OF CASPER COMP PLAN

\$23.77

\$250.00 Subtotal for Dept. Metropolitan Planning

\$250.00 Subtotal for Vendor

URGENT CARE OF CASPER LLC.

42 MEDICAL TESTING

\$768.00

54723A PRE HIRE MEDICAL

\$328.00

\$1,096.00 Subtotal for Dept. Police

\$1,096.00 Subtotal for Vendor

VENTURE TECHNOLOGIES

SST000456 SUPPORT CONTRACT

\$45,000.00

\$45,000.00 Subtotal for Dept. Communications Center

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

VENTURE TECHNOLOGIES

\$45,000.00 Subtotal for Vendor

VICTORIA GONZALES

RIN0027110 CDL REIMBURSEMENT

\$20.00

\$20.00 Subtotal for Dept. Parks

\$20.00 Subtotal for Vendor

WASTE WATER TREATMENT

1337/145082 SUMP CLEANING

\$600.00

\$600.00 Subtotal for Dept. Balefill

\$600.00 Subtotal for Vendor

WATER TECHNOLOGY GROUP

5374515 FREIGHT CHARGES

\$449.05

5374515 SUBMERSIBLE SEWAGE PUMP & FLYG

\$52,753.00

\$53,202.05 Subtotal for Dept. Waste Water

\$53,202.05 Subtotal for Vendor

WESTERN PLAINS LANDSCAPING LLC.

RIN0027138 WASHINGTON PARK POOL RENOVATIO

\$38,400.00

\$38,400.00 Subtotal for Dept. Aquatics

RIN0027138 RETAINAGE

(\$3,840.00)

(\$3,840.00) Subtotal for Dept. Capital Projects - Engineering

\$34,560.00 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

14202008 ROBERTSON ROAD TRAIL EXTENSION

\$870.00

16036004 ROBERTSON RD TRAIL EXTENSION

\$2,982.60

16036004 ROBERTSON RD TRAIL EXTENSION

\$745.65

14202008 ROBERTSON ROAD TRAIL EXTENSION

\$3,480.00

\$8,078.25 Subtotal for Dept. Parks

130130041 MIDWEST AVE RECONSTRUCTION

\$6,896.94

160080007 15TH & ELM STREET IMPROVEMENTS

\$15,954.49

\$22,851.43 Subtotal for Dept. Streets

\$30,929.68 Subtotal for Vendor

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0027150 201 SEWER

(\$344.20)

RIN0027150 201 SEWER

\$3,442.00

\$3,097.80 Subtotal for Dept. Sewer

RIN0027150 201 SEWER

(\$1,473.33)

(\$1,473.33) Subtotal for Dept. Waste Water

\$1,624.47 Subtotal for Vendor

WLC ENGINEERING - SURVEYING - PLANNING

2016-11101 REPAIRS

\$362.50

\$362.50 Subtotal for Dept. Balefill

Bills and Claims

City of Casper

19-Oct-16 to 01-Nov-16

WLC ENGINEERING - SURVEYING - PLANNING

2016-10780 SURVEYING SERVICES	\$145.00	
2016-10543 SURVEYING SERVICES	\$290.00	
	\$435.00	Subtotal for Dept. Engineering
2016-11129 WASHINGTON PARK BLEACHERS	\$5,380.38	
	\$5,380.38	Subtotal for Dept. Parks
2016-11126 TESTING	\$823.72	
	\$823.72	Subtotal for Dept. Streets
2016-11126 TESTING	\$2,837.28	
2016-11177 WEST CASPER ZONE II WATER	\$9,191.81	
	\$12,029.09	Subtotal for Dept. Water
	\$19,030.69	Subtotal for Vendor

WORLDWASH

3144 EXHAUST CLEANING	\$575.00	
	\$575.00	Subtotal for Dept. Golf Course
	\$575.00	Subtotal for Vendor

WY. ASSOC. OF MUNICIPALITIES

15149 FALL RETREAT	\$100.00	
	\$100.00	Subtotal for Dept. Finance
	\$100.00	Subtotal for Vendor

WY. LAW ENFORCEMENT ACADEMY

S-9856 WY CRIMINAL LAW COURSE	\$1,935.00	
	\$1,935.00	Subtotal for Dept. Police
	\$1,935.00	Subtotal for Vendor

WY. MACHINERY CO.

S1625401 TRIPEX 5000 # FORKLIFT	\$26,763.00	
S1625301 TRIPEX 5000 # FORKLIFT	\$26,763.00	
	\$53,526.00	Subtotal for Dept. Casper Events Center
	\$53,526.00	Subtotal for Vendor

YOUTH CRISIS CENTER CORP.

SEPT2016 FUNDING	\$4,554.05	
	\$4,554.05	Subtotal for Dept. Social Community Services
	\$4,554.05	Subtotal for Vendor

Grand Total \$2,375,199.46

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 11/01/16

Payroll Disbursements

10/20/16	CITY PAYROLL	\$ 1,079,332.26
10/20/16	BENEFITS & DEDUCTIONS	\$ 192,818.98
10/27/16	FIRE PAYROLL	\$ 166,990.67
10/27/16	BENEFITS & DEDUCTIONS	\$ 27,386.50

	Total Payroll	<u><u>\$ 1,466,528.41</u></u>
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Additional Fees

	Total Fees	<u><u>\$ -</u></u>
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Additional AP

	Total Additional AP	<u><u>\$ -</u></u>
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October 24, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director



SUBJECT: Establish November 15, 2016, as the public hearing date for consideration of a zone change of Lot 1, of Lots 1 through 10 of "Eastward Heights III," located at 2300 East 15th Street.

Recommendation:

That Council, by minute action, establish November 15, 2016, as the public hearing date for consideration of a zone change of Lot 1, of Lots 1 through 10 of "Eastward Heights III," located at 2300 East 15th Street, from R-4 (High Density Residential) to C-2 (General Business).

Summary:

Prince of Peace Lutheran Church of Casper has requested a zone change of their property located at 2300 East 15th Street, from R-4 (High Density Residential) to C-2 (General Business). The reason for the requested zone change of the property is to allow adequate signage for the church. Under the current R-4 (High Density Residential) zoning of the property, the church is permitted to have one (1) identification sign, not to exceed one hundred (100) square feet, pursuant to Section 17.96.030(C)(2) of the Municipal Code. The church has expressed that, given the large size of the site, with multiple public street frontages, the limitation of only one (1) sign, in conjunction with allowing only one hundred (100) square feet of signage, is too restrictive. Under C-2 (General Business) zoning, the allowable signage would be six hundred (600) square feet, total, on-site, and could consist of multiple signs, both building-mounted and freestanding.

The Planning and Zoning Commission recommended approval of the requested zone change after a public hearing on October 20, 2016. There were no public comments received.

October 24, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director *lb*

SUBJECT: Establish November 15, 2016, as the public hearing date for consideration of a zone change of North Casper Addition, Block 22, Lot 199-200 & TR ADJ 200, located at 702 North Jefferson Street.

Recommendation:

That Council, by minute action, establish November 15, 2016, as the public hearing date for consideration of a zone change of North Casper Addition, Block 22, Lot 199-200 & TR ADJ 200, located at 702 North Jefferson Street, from R-3 (One to Four Unit Residential) to C-2 (General Business).

Summary:

Marilyn Davidson has applied for a zone change of the property located at 702 North Jefferson Street, from R-3 (One to Four Unit Residential) to C-2 (General Business). The subject property is located at the northwest corner of North Jefferson and East "F" Streets, is approximately 7,700 square feet in size, and is surrounded by properties zoned R-3 (One to Four Unit Residential) to the north and east; and C-2 (General Business) to the west. The purpose of the requested zone change is to convert the property to a boat sales and service business.

The Planning and Zoning Commission recommended approval of the requested zone change after a public hearing on October 20, 2016. There were no public comments received.

October 25, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director/Asst. City Manager 

SUBJECT: Establish November 15, 2016, as the Public Hearing Date for Consideration of the Report Associated with a Court Ordered Cleanup

Recommendation:

That Council, by minute action, establish November 15, 2016, as the date of public hearing for receiving the forced cleanup report, any protests or objections, and establishing a lien for costs associated with completing the court ordered cleanup at 1169 N Jackson Street.

Summary:

The City of Casper completed a Municipal Court ordered forced cleanup at the above referenced address. The property was cleaned up according to Section 8.36.030 of the Casper Municipal Code on July 15 and 18, 2016. Funding was provided for the cleanup from the Weed and Litter Abatement Account. The cost of the cleanup was \$2,485.33.

Pursuant to 8.36.060(C), the City may lien or assess the property for costs associated with the forced cleanup after establishing a time, date and place for hearing the forced cleanup report and any protests or objections thereto.

October 18, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey L. Belser, Assistant City Manager *TLB*
Pete Meyers, Assistant Support Services Director *PM*
Carla Mills-Laatsch, Customer Service Supervisor *CLM*

SUBJECT: Establish Public Hearing for the consideration for the Transfer of Ownership for Retail Liquor License No. 29, from Mountain West Sales, Inc., d.b.a Galles Liquor Mart, located at 748 East Yellowstone Street to Double C Hospitality, LLC., d.b.a Galles Liquor Mart, located at 748 East Yellowstone Street.

Recommendation:

That Council, by minute action, establish December 6, 2016, as the Public Hearing date for the consideration for the Transfer of Ownership for Retail Liquor License No. 29, from Mountain West Sales, Inc., d.b.a Galles Liquor Mart, located at 748 East Yellowstone Street to Double C Hospitality, LLC., d.b.a Galles Liquor Mart, located at 748 East Yellowstone.

Summary:

An application has been received for a Transfer of Ownership for Retail Liquor License No. 29, from Mountain West Sales, Inc., d.b.a Galles Liquor Mart, located at 748 East Yellowstone Street to Double C Hospitality, LLC., d.b.a Galles Liquor Mart, located at 748 East Yellowstone.

The State of Wyoming Liquor Division will duly review the application. Per State Statute 12-4-104 (d) and Municipal Code 5.08.070 (D), when any application is filed with the City, the City must immediately forward a copy of the application to the Wyoming Liquor Commission. The City of Casper Fire-EMS Department, City of Casper Community Development, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.

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

October 26, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Public Hearing for consideration of a Council-initiated zone change.

Recommendation:

That Council, by ordinance, approve a Council-initiated zone change of a portion of the South Poplar Street Corridor from OYDSPC (Old Yellowstone District and South Poplar Street Corridor form-based code) to C-2 (General Business).

Summary:

In accordance with Section 17.12.160 of the Casper Municipal Code, City Council can initiate zone changes. The City Council created the Old Yellowstone District and South Poplar Street Corridor (OYDSPC) form-based code as a new zoning classification in June of 2008, based on the West Central and South Poplar Street Corridor Plan which was adopted by Council in September of 2007. Simultaneously, in 2008, the Council rezoned approximately 130-acres to the OYDSPC form-based code, including approximately 30-acres consisting of the area generally east and west of South Poplar Street, south from West Collins Drive to CY Avenue.

The form-based code was the first of its kind adopted in Wyoming, and differs from traditional zoning in that the emphasis is not primarily on regulating the land uses themselves, but instead, the code focuses on the design, form, and architecture of development. The purpose of these efforts was to manage the redevelopment and reinvigoration of the 130-acre area, and to create an extension of the downtown which would be similar in character, appearance and design.

At the time that the plan was developed and the OYDSPC form-based code was adopted there were plans by the Wyoming Department of Transportation (WYDOT) for the reconstruction of South Poplar Street as a tree-lined boulevard street with landscaped islands in the median. The reconstruction of South Poplar Street would have required the acquisition of additional right-of-way in the area, resulting in the razing of a significant number of structures. WYDOT's plans have never materialized.

It has been approximately eight (8) years since the rezoning of the area to OYDSPC. The City Council recently approved a zone change of a large portion of the South Poplar Street Corridor along South Cedar Street, from West Collins to CY Avenue, after a

review of the redevelopment area, and a determination that the form-based code is not well suited to the redevelopment efforts of that area. The form-based-code was designed to create a downtown character, and in many ways, is poorly tailored to the type of revitalization that is likely in the South Poplar Street Corridor.

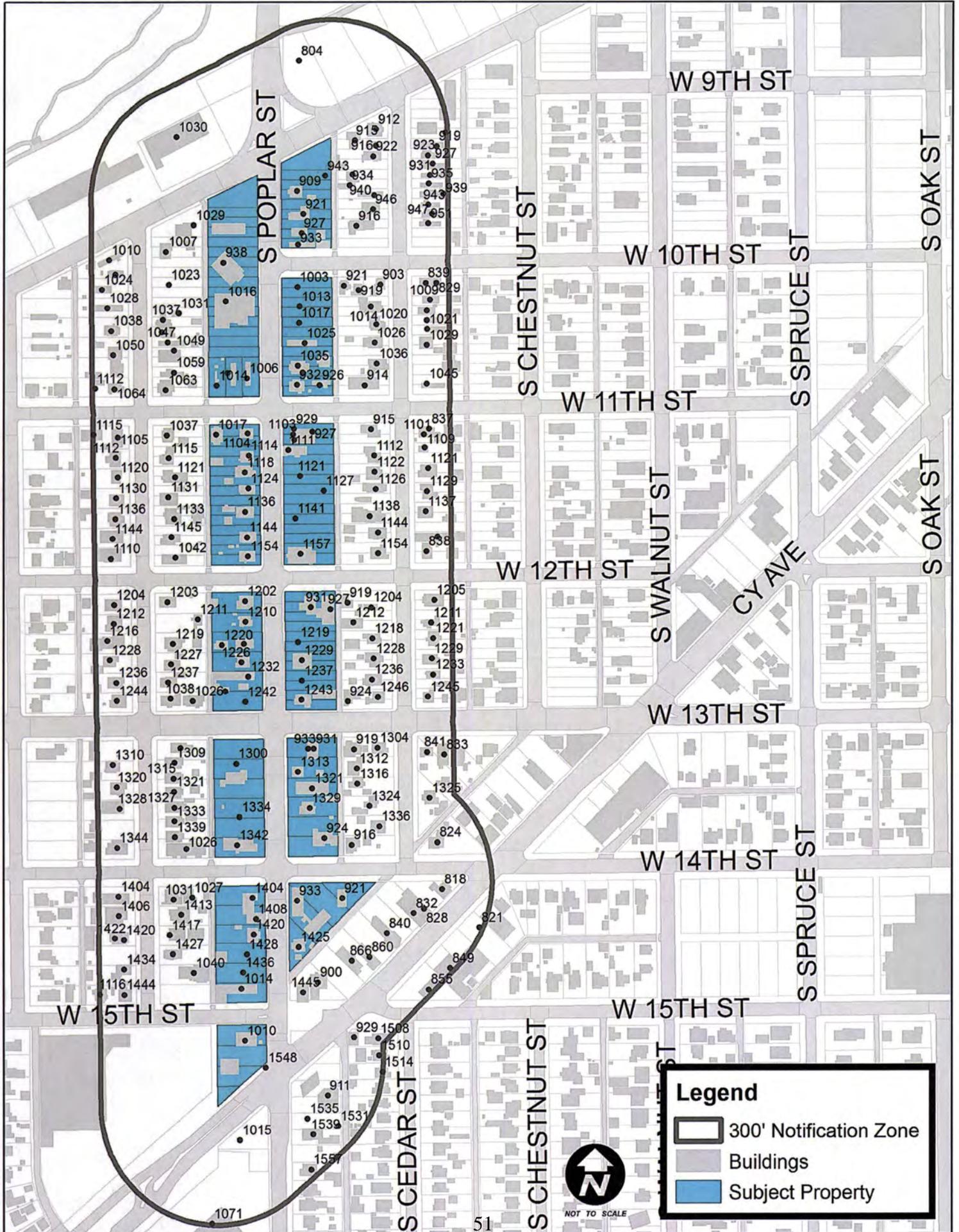
During the recent zone change process, a business owner on South Poplar Street spoke in favor of the zone change, and requested that the properties fronting on South Poplar Street also be considered for a zone change. The future land uses along South Poplar Street would most likely be commercial, as opposed to residential, as was the case along South Cedar Street. The case can be made that the form-based-code is also not suited to the type of development that makes sense along South Poplar Street. South Poplar Street is a high-volume, high-speed street, designed primarily to move traffic. The form-based code focuses on pushing structures to the front of the lots, and bringing the architecture of the buildings to a pedestrian/walkable scale. The purpose and design of South Poplar Street seems to be at odds with the purpose and goal of the form-based code. The OYD Advisory Committee discussed the zone change proposal at their July meeting, and was unanimous in their understanding and support of the change.

Should Council decide to approve a zone change of the South Poplar Street Corridor between West Collins and CY Avenue, staff would recommend that it be rezoned to C-2 (General Business) zoning. The C-2 (General Business) zoning district allows a very broad range of commercial, office, and residential uses. As development projects are brought forward, the City would review site plans for compliance with typical development standards, including, but not limited to, access, parking, landscaping, and lighting.

The City Council discussed the potential zone change at its public work session on September 13, 2016. In addition to the legally mandated public notification process, staff also sent a letter to all affected property owners explaining the proposed zone change and offering to answer any questions.

An ordinance has been provided for Council's consideration.

South Poplar Street Corridor Zone Change



ORDINANCE NO. 13-16

AN ORDINANCE APPROVING A COUNCIL-INITIATED ZONE CHANGE OF MULTIPLE PROPERTIES LOCATED IN THE OLD YELLOWSTONE DISTRICT AND SOUTH POPLAR STREET CORRIDOR.

WHEREAS, in accordance with Section 17.12.160 of the Casper Municipal Code, the City Council can initiate zone changes; and,

WHEREAS, the Old Yellowstone District and South Poplar Street Corridor form-based code ("OYDSPC") was adopted by the City as a new zoning classification in June of 2008 and was based on the adopted West Central and South Poplar Street Corridor Plan which was adopted by Council in September of 2007; and,

WHEREAS, concurrent with the adoption of the OYDSPC as a new zoning district, the City rezoned approximately one hundred thirty (130) acres, more or less, to OYDSPC, including approximately thirty (30) acres consisting of the area generally east and west of South Poplar Street, between West Collins Drive and CY Avenue, commonly referred to as the South Poplar Street Corridor ("SPC"); and,

WHEREAS, in July of 2016, the Old Yellowstone District Advisory Committee met, and unanimously supported a recommendation that the City Council initiate a zone change of the portion of the SPSC located along South Poplar Street, from West Collins Drive to CY Avenue, and remove it from the OYDSPC; and,

WHEREAS, the rezoning of the properties located generally along South Poplar Street would not adversely affect the adopted West Central and South Poplar Street Corridor Plan, and will encourage the redevelopment of the SPC through traditional zoning regulations, which are more suitable for the character and existing and desired land uses in the area; and,

WHEREAS, the City made a good faith effort to send written notice, by first class U.S. mail, advertising the time and place of the public hearing to all owners of private real estate within a three-hundred foot (300') radius of the perimeter of the properties in question at least fifteen calendar days prior to the hearing date; and,

WHEREAS, notice of the time and place of the City Council public hearing was published in the Casper Star Tribune, pursuant to law; and,

WHEREAS, public notice signs, advertising the time and place of the public hearing, were placed on the north and south boundaries of the portion of the SPC along South Poplar Street, pursuant to law; and,

WHEREAS, the governing body of the City of Casper finds that the Council-initiated zone change, as described in detail below, should be approved.

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

SECTION 1:

The following properties shall be rezoned from OYDSPC to C-2 (General Business):

Casper Addition, Block 126, Lots 1-9 – (943 West Collins Drive & 909, 921, 927, 933 South Poplar Street);

Casper Addition, Block 127, Lots 1-12 – (1003, 1013, 1017, 1025, 1035, 1037 South Poplar Street & 926, 932 West 11th Street);

Casper Addition, Block 128, Lots 1-14 – (929, 927 West 11th Street & 1103, 1105, 1111, 1121, 1127, 1141, 1157 South Poplar Street);

Casper Addition, Block 129, Lots 1-12 – (927, 931 West 12th Street & 1219, 1229, 1237, 1243 South Poplar Street);

Casper Addition, Block 159, Lots 1-6 – (931, 933 West 13th Street & 1313, 1321, 1329 South Poplar Street & 924 West 14th Street);

Casper Addition, Block 166, Lots 1-4 – (921, 933 West 14th Street & 1425 South Poplar Street);
Casper Addition, Block 224, Lots 9-12 - (1010 CY Avenue);

Casper Addition, Block 165, Lots 7-12 – (1404, 1408, 1420, 1428, 1436 South Poplar Street & 1014 West 15th Street);

Casper Addition, Block 158, Lots 7-12 – (1300, 1334, 1342 South Poplar Street);

Casper Addition, Block 153, Lots 7-12 – (1202, 1210, 1220, 1222, 1226, 1232, 1238, 1242 South Poplar Street);

Casper Addition, Block 140, Lots 15-28 – (1017 West 11th Street & 1104, 1114, 1118, 1124, 1136, 1144, 1154 South Poplar Street);

West Eleventh Street Addition, Lots 1-3 – (1006, 1010, 1014 West 11th Street);

Casper Addition, Block 139, Lots 22-37 – (938, 1016, South Poplar Street).

SECTION 2:

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

PASSED on 1st reading the ____ day of _____, 2016.

PASSED on 2nd reading the ____ day of _____, 2016.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

October 21, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Tracey L. Belser, Support Services Director *TLB*
Pete Meyers, Assistant Support Services Director
Carla Mills-Laatsch, Customer Service Supervisor *CMJ*

SUBJECT: Public Hearing Cancellation

Recommendation:

That Council, by minute action, cancel the Public Hearing for transfer of Microbrewery Liquor License No. 1, for Wyoming State Brewing Company, LLC., d.b.a Wyoming State Brewing Company, located at 256 South Center Street.

Summary:

Upon review of this application, it was determined a public hearing is not required. City Council acknowledgement of corporate ownership may be done by minute action. Per Municipal Code 5.08.050 (A) corporate and limited liability company licensees and permittees shall advise the City Council within thirty days in writing of any change in the information in any application required under this chapter, but a public hearing is not required.

Wyoming State Brewing Company, LLC., d.b.a Wyoming State Brewing Company has submitted the proper documentation to satisfy this requirement.

November 1, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey L. Belser, Support Services Director *TLB*
Pete Meyers, Assistant Support Services Director *PM*
Carla Mills-Laatsch, Customer Service Supervisor *CLM*

SUBJECT: Public Hearing for a new Restaurant Liquor License No. 31, Himalayan Indian Cuisine, LLC., d.b.a Himalayan Indian Cuisine, located at 232 East 2nd Street Suite 100B.

Recommendation:

That Council, by minute action, authorize issuance of a new Restaurant Liquor License to Himalayan Indian Cuisine, LLC., d.b.a Himalayan Indian Cuisine, located at 232 East 2nd Street Suite 100B.

Summary:

An application has been received for a new Restaurant Liquor License from Himalayan Indian Cuisine, LLC., d.b.a Himalayan Indian Cuisine, located at 232 East 2nd Street Suite 100B.

The conditions for holding a restaurant liquor license are:

- At a restaurant, at least sixty percent of gross sales must be derived from food services. The applicant 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 or malt beverages.
- Except for the sale of a full bottle of wine that is partially consumed on premise as prescribed by law, restaurant liquor licensees shall not sell alcoholic liquor or malt beverages for consumption off the premises owned or leased by the licensee.
- A holder of a restaurant liquor license is not to serve alcoholic liquor or malt beverages to an individual person unless served in conjunction with meals served to, and eaten by, the individual person, or the server/holder reasonably believes the person has the intention of ordering and eating a meal.
- All sales of alcoholic or malt beverages authorized by a restaurant liquor license shall cease at the time food sales and services cease, or at the hours specified by Casper Municipal Code, if food sales and services extend beyond the hours specified therein.

- Additionally, 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.

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

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City/Town or County Clerk:

Date Filed With Clerk: 09/16/14

	Annual Fee	Prorated Fee
Basic Fee:	\$ _____	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ _____	\$ _____
Total License Fee Collected	\$ _____	\$ <u>625.00</u>
Publishing Fee Collected:	\$ _____	\$ _____

Publishing Direct Billed:

Advertising Dates (2 wks): 10/5, 9, 14 + 23/2014

Hearing Date: 11/10/12/2014

LICENSE TERM: 11 / 02 / 2014
Month Day Year

Through: 03 / 31 / 2017
Month Day Year

A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110 Rest. #31

Formerly Held by: _____

Applicant: Himalayan Indian Cuisine LLC

Trade Name (dba): Himalayan Indian Cuisine

Premise Address: 232 E 2nd St #100B
Number & Street

Casper WY 82601 US
City State Zip County

Mailing Address: 232 E 2nd St # 100B
Number & Street or P.O. Box

Casper WY 82601
City State Zip

Business Telephone Number: (307) 265 0752 / 360 644 170

Fax Number: _____

E-Mail Address: jpcruddel@ychee.com

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.**

FILING FOR	TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)	To Assist the Liquor Division with scheduling inspections:
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP FILING IN (CHOOSE ONLY ONE) <input checked="" type="checkbox"/> CITY OF <u>Casper</u> <input type="checkbox"/> COUNTY OF _____ FILING AS (CHOOSE ONLY ONE) <input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION	RETAIL LIQUOR LICENSE <input type="checkbox"/> ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE) <input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT	WHEN DO YOU OPERATE? <input type="checkbox"/> NON-OPERATIONAL/PARKED <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from <u>Jan</u> to <u>Dec</u> DAYS OF WEEK (e.g. Mon through Sat) <u>6</u> HOURS OF OPERATION (e.g. 10a - 2a) <u>11:00 am to 2:30 pm</u> <u>5:00 pm to 9:30 pm</u>

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that include _____

9 x 10 room in the SE corner W.S. 12-4-102(a)(1)

(b) If Winery or Microbrewery, also list the manufacturing facility. (e.g. MFG: 10' X 12' room in SW portion of bldg.)

MFG: _____

(c) Do you have an additional dispensing room? YES NO If yes, provide description and location: _____

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:

Casper, Blk 6 lot 14 through 17 incl commercial

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

- (1) **OWN** the building in which sales room is located? YES (own)
 (2) **LEASE** the building in which sales room is located? YES (lease)

(A) DATE lease expires first page located on page 1 paragraph 2 of lease document.
 (B) Provision for **SALE** of alcoholic or malt beverages located on page 1 paragraph 2 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO

4. 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 therewith: _____

5. 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: _____

6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO

7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE:

8. Have you submitted a valid food service permit? W.S. 12-4-407(a)/W.S. 12-4-413(a) YES NO

RESORT LICENSE:

9. 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

MICROBREWERY LICENSE:

10. 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 WINERY

11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division) YES NO

(b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) YES NO

WINERY LICENSE:

12. 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 WINERY

LIMITED RETAIL (CLUB) LICENSE:

13. 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

LIMITED RETAIL (CLUB) LICENSE:

14. 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

LIMITED RETAIL (CLUB) LICENSE:

15. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):

- (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 the local licensing authority and the Wyoming Liquor Division? 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?
(THE PETITION MUST BE ATTACHED TO APPLICATION) YES NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? YES NO

LIMITED RETAIL (CLUB) LICENSE:

16. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):

- (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

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

Each individual or partner must complete this section.

If the applicant is filing as a Club:

Each officer must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	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.)

(b) 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 this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	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 checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Jitendra Patel						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Utsav						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Sheha						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Naryan Karmali						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Narby Singh						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"/>

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

November 1, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey L. Belser, Support Services Director 
Pete Meyers, Assistant Support Services Director 
Carla Mills-Laatsch, Customer Service Supervisor 

SUBJECT: Public Hearing for the consideration for a new Restaurant Liquor License No. 9, for Shogun Restaurant Management, Inc., d.b.a Shogun Restaurant, located at 3095 Talon Drive Suite 400.

Recommendation:

That Council, by minute action, authorize issuance of a new Restaurant Liquor License to Shogun Restaurant Management, Inc., d.b.a Shogun Restaurant, located at 3095 Talon Drive Suite 400.

Summary:

An application has been received for a new Restaurant Liquor License for Shogun Restaurant Management, Inc., d.b.a Shogun Restaurant, located at 3095 Talon Drive Suite 400.

The conditions for holding a restaurant liquor license are:

- At a restaurant, at least sixty percent of gross sales must be derived from food services. The applicant 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 or malt beverages.
- Except for the sale of a full bottle of wine that is partially consumed on premise as prescribed by law, restaurant liquor licensees shall not sell alcoholic liquor or malt beverages for consumption off the premises owned or leased by the licensee.
- A holder of a restaurant liquor license is not to serve alcoholic liquor or malt beverages to an individual person unless served in conjunction with meals served to, and eaten by, the individual person, or the server/holder reasonably believes the person has the intention of ordering and eating a meal.
- All sales of alcoholic or malt beverages authorized by a restaurant liquor license shall cease at the time food sales and services cease, or at the hours specified by Casper Municipal Code, if food sales and services extend beyond the hours specified therein.

- Additionally, 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.

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

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City/Town or County Clerk:

Date Filed With Clerk: 09 11 2016

	Annual Fee	Prorated Fee
Basic Fee:	\$ <u> </u>	\$ <u> </u>
Add'l Dispensing Room Fee:	\$ <u> </u>	\$ <u> </u>
Transfer Fee:	\$ <u> </u>	\$ <u> </u>
Total License Fee Collected	\$ <u> </u>	\$ <u>625.00</u>
Publishing Fee Collected:	\$ <u>170.72</u>	\$ <u> </u>

Publishing Direct Billed:

Advertising Dates (2 wks): 10, 5, 9, 16 + 23 2016

Hearing Date: 11 10 2016

LICENSE TERM: 11 / 02 / 2014
Month Day Year

Through: 03 / 31 / 2017
Month Day Year

A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 6801 Campstool Rd.
 Cheyenne WY 82002-0110

Post 9

Formerly Held by: _____

Applicant: Shugun Restaurant Management Inc

Trade Name (dba): shugun restaurant

Premise Address: 3095 Tule Dr #420
Number & Street

Casper WY 82604 Natrona
City State Zip County

Mailing Address: 3320 Whispering Springs Rd
Number & Street or P.O. Box

Casper WY 82604
City State Zip

Business Telephone Number: (307) 266-6888

Fax Number: _____

E-Mail Address: shuguncasper@gmail.com

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.**

<p>FILING FOR</p> <p><input checked="" type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FILING IN (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF <u>Casper</u></p> <p><input checked="" type="checkbox"/> COUNTY OF <u>Natrona</u></p> <p>FILING AS (CHOOSE ONLY ONE)</p> <table border="0"> <tr> <td><input type="checkbox"/> INDIVIDUAL</td> <td><input type="checkbox"/> LLC</td> </tr> <tr> <td><input type="checkbox"/> PARTNERSHIP</td> <td><input type="checkbox"/> LLP</td> </tr> <tr> <td><input checked="" type="checkbox"/> CORPORATION</td> <td></td> </tr> <tr> <td><input type="checkbox"/> LTD PARTNERSHIP</td> <td></td> </tr> <tr> <td><input type="checkbox"/> ASSOCIATION</td> <td></td> </tr> <tr> <td><input type="checkbox"/> ORGANIZATION</td> <td></td> </tr> </table>	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> LLP	<input checked="" type="checkbox"/> CORPORATION		<input type="checkbox"/> LTD PARTNERSHIP		<input type="checkbox"/> ASSOCIATION		<input type="checkbox"/> ORGANIZATION		<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p>RETAIL LIQUOR LICENSE <input type="checkbox"/> ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)</p> <p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p>	<p>To Assist the Liquor Division with scheduling inspections.</p> <p>WHEN DO YOU OPERATE?</p> <p><input type="checkbox"/> NON-OPERATIONAL/PARKED <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation) from <u>Jan</u> to <u>Dec</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon through Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>10 am - 10 pm</u></p>
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC													
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> LLP													
<input checked="" type="checkbox"/> CORPORATION														
<input type="checkbox"/> LTD PARTNERSHIP														
<input type="checkbox"/> ASSOCIATION														
<input type="checkbox"/> ORGANIZATION														

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: W.S. 12-4-102(a)(i)

9' x 12' Room in SW corner of BLDG

(b) If Winery or Microbrewery, also list the manufacturing facility. (e.g. MFG: 10' X 12' room in SW portion of bldg.)

MFG:

(c) Do you have an additional dispensing room? YES NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:

LOT 8 mesa ADDITION #5, ZONED General Business

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

(1) **OWN** the building in which sales room is located?

YES (own)

(2) **LEASE** the building in which sales room is located?

YES (lease)

(A) **DATE** lease expires 9/30/2024 located on page 2 paragraph 13 of lease document.

(B) Provision for **SALE** of alcoholic or malt beverages located on page 15 paragraph 45 of lease.

LMJ

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO
4. 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 therewith: _____
5. 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: _____
6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO
7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE:

8. Have you submitted a valid food service permit? W.S. 12-4-407(a)/W.S. 12-4-413(a) YES NO

RESORT LICENSE:

9. 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

MICROBREWERY LICENSE:

10. 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 WINERY
11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division) YES NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) YES NO

WINERY LICENSE:

12. 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 WINERY

LIMITED RETAIL (CLUB) LICENSE:

13. 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

LIMITED RETAIL (CLUB) LICENSE:

14. 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

LIMITED RETAIL (CLUB) LICENSE:

15. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):

- (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 the local licensing authority and the Wyoming Liquor Division? 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?
(THE PETITION MUST BE ATTACHED TO APPLICATION) YES NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? YES NO

LIMITED RETAIL (CLUB) LICENSE:

16. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):

- (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

17. (a) If applicant is filing as an Individual or Partnership: W. S. 12-4-102 (a) (ii) & (iii)
Each individual or partner must complete this section.

If the applicant is filing as a Club:
Each officer must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	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.)

(b) 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 this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	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 checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Meng Jun Lin						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"/>

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

ORDINANCE NO. 11-16

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 5 AND 6 OF THE STANDARD OIL COMPANY SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classification R-2 (One Unit Residential) to C-2 (General Business); and,

WHEREAS, after a public hearing on August 18, 2016, 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 5 and 6 of the Standard Oil Company Subdivision, more commonly known as 911 CY Avenue and 1535 South Poplar Street, are hereby rezoned from zoning classification R-2 (One Unit Residential) to C-2 (General Business).

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 4th day of October, 2016.

PASSED on 2nd reading the 18th day of October, 2016.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 2016.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

ORDINANCE NO. 12-16

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 1-3, BLOCK 3, LOT 1, BLOCK 4; AND LOT 1, BLOCK 2; ALL LOCATED IN THE HARMONY HILLS ADDITION NO. 2 – PHASE 2, IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classification C-2 (General Business) to R-2 (One Unit Residential); and,

WHEREAS, after a public hearing on September 15, 2016, 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 1 - 3, Block 3; Lot 1, Block 4; and Lot 1, Block 2; Harmony Hills Addition No. 2 – Phase 2; more commonly known as 1725, 1625, 1575, 1525, and 4911 Yesness Court , are hereby rezoned from zoning classification C-2 (General Business) to R-2 (One Unit Residential).

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 18th day of October, 2016.

PASSED on 2nd reading the ____ day of _____, 2016.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

(Ordinance Zone Change for Lots 1-3, Block 3, Lot 1, Block 4; and Lot 1, Block 2; All Located in the Harmony Hills Addition No. 2 – Phase 2, in the City of Casper, Wyoming)

October 25, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Jim Wetzal, Chief of Police 

SUBJECT: Authorization of a Professional Services Agreement for Wrecker Service (Police Impounds)

Recommendation:

That Council, by resolution, authorize a Professional Services Agreement with E&F Towing & Recovery to provide impound wrecker services for the Casper Police Department which are not dispatched via the Public Safety Communications Center, (PSCC) call rotation system.

Summary:

The Casper Police Department requires impound wrecker and towing services for specific incidences such as seized vehicles which may have been used in a crime and are needed as evidence.

The Casper Police Department issued a Request for Bid for wrecker and towing services on August 22, 2016. Per the City of Casper's bid process, E&F Towing & Recovery submitted the lowest bid for impound towing services with the ability to meet all towing requirements of the Casper Police Department. The Casper Police Department requires any Wrecker Service to adhere to the terms of the Professional Services Agreement for protection of the public through the adoption of certain standards and requirements for those wrecker services.

The Professional Services Agreement and a resolution have been prepared for Council's consideration.

**CONTRACT FOR PROFESSIONAL
SERVICES FOR THE CASPER POLICE
DEPARTMENT**

**PART I-
AGREEMENT**

This Contract for Professional Services ("Contract") is entered into on this _____ day of _____, 2016 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. E & F Towing Transport & Recovery, located at 1688 Bryan Stock Trail, Casper, Wyoming 82609, ("Contractor").

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

RECITALS

- A. The City is undertaking a contract for special police department towing as described in Section 1, Scope of Services.
- B. The project requires professional services for special towing requests, on an as-needed basis, at the agreed upon pricing structure described in Attachment A.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. **SCOPE OF SERVICES:**

The Contractor shall perform the following services in connection with and respecting the project:

- A. Provide wrecker services for police purposes which are not dispatched via the Public Safety Communications Center (PSCC) dispatcher call rotation system.
- B. Services must be available on a 24/7/365 basis.

- C. Contractor must be able to provide stand-by services as needed.
- D. Contractor must maintain an active Professional Services Agreement for Wrecker Services (wrecker services agreement) with the City of Casper PSCC, and be on the Dispatching Wrecker Service Rotation System with PSCC. Except as modified by this contract, Contractor must comply with all requirements, terms, and obligations of the wrecker service agreement, and any discrepancies between this Contract and that Agreement shall be resolved in favor of this Contract. The wrecker services agreement shall be in a form substantially and materially similar to the Attachment B, which is attached hereto.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be on an as-needed basis for the duration of this Contract as described in Section 1, Scope of Services, and undertaken on or before the 30th day of October, 2016 and ending on the 30th day of June, 2017.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, as described in Attachment A.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council, Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Wallie Tremble W

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

WITNESS

CONTRACTOR
E & F Towing Transport & Recovery

By: Laura Wells

By: Greg Carroll

Printed Name: LAURA WELLS

Printed Name: Greg Carroll

Title: Compliance Officer

Title: General manager

**CONTRACT FOR PROFESSIONAL
SERVICES PART II – GENERAL TERMS
AND CONDITIONS**

1. TERMINATION OF CONTRACT

- 1.1. The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- 1.2. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. OPPORTUNITY:

- 5.1. In carrying out the program, the Contractor shall not discriminate against any

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

conformity with applicable: local, state or federal laws.

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

11.1. Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

LIMITS

A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2. Contractor shall provide City with certificates evidencing such insurance as outlined above prior to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3. In addition, upon request by the City, Contractor shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Contractor's obligations hereunder.

11.4. Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Contractor.

11.5. It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent

terms, then such insurance as outlined above from Contractor shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6. The Contractor shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection, and to ensure compliance with Section 9 of the Professional Services Agreement for Wrecker Services with Public Safety Communication Services (PSCC). (Sample provided as Attachment B)

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

13.1. 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:

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

ATTACHMENT A

E&F Towing & Transport Bid Proposal

Hook Fees:

- A. 60.00 per light duty vehicle
- B. 95.00 per medium duty (1 Ton & over)
- C. 200.00 per heavy duty vehicle (semi tractor trailer)

Stand by Time:

Will be charged only after the first 2hrs, anything greater than 2 hrs will be

Charged hourly , at hook rate.

- A. 60.00/hr light duty vehicle
- B. 95.00/hr medium duty vehicle
- C. 200.00/hr heavy duty

Other Conditions:

Winch outs:

- A. 60.00 call out fee+70.00/hr winch time in ¼ increments=17.50q 15min
- B. 95.00 call out fee +105.00/hr winch time in ¼ increments = 26.25q 15min
- C. 200.00 call out fee + 220/hr winch time in ¼ increments =55.00 q 15min

Special Equipment:

May be needed on tows & winch outs

- A. Snatch Blocks, Skates = 15.00 light & medium duty
- B. Snatch Blocks = 25.00 Heavy Duty


Greg Carroll

ATTACHMENT B

CITY OF CASPER

PROFESSIONAL SERVICES AGREEMENT FOR WRECKER SERVICE

THIS AGREEMENT entered into as of this 10th day of August, 2016, by and between the City of Casper, a Municipal Corporation, 200 North David, Casper, Wyoming, hereinafter referred to as "City", and E & F Towing Transport & Recovery, Inc., hereinafter referred to as "Wrecker Service."

WITNESSETH:

WHEREAS, the City of Casper is under Agreement to provide public safety dispatching services, including the dispatch of wreckers, through the Public Safety Communications Center, hereinafter referred to as "PSCC," to the various entities in Natrona County; and,

WHEREAS, the City of Casper desires to protect the safety of the motoring public for whom it dispatches wreckers through the adoption of certain standards and requirements for those wrecker services; and,

WHEREAS, upon approval of this Agreement by the City Manager, City and Wrecker Service will follow the terms of this Agreement to provide wrecker services to the various entities served by the PSCC, when notified by the PSCC; and,

WHEREAS, the PSCC will use the Wrecker Service Rotation System, hereinafter referred to as "Rotation System," which is defined in the Towing and Wrecker Service Policy, hereinafter referred to as "Policy."

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, it is understood and agreed by and between the parties that both parties will adhere to the terms of this Agreement.

Section 1. Application Requirements for a Wrecker Service.

- A. The Chief of Police and/or his designee shall review applications for additions to the Rotation System. The applications shall be reviewed within thirty (30) days of receipt by the Chief of Police and/or his designee. Said review shall include a written decision to either add the applicant to the Rotation System, or deny the applicant's request. Said decision will be based upon the ability of the applicant to meet the terms of this Agreement and the Policy. A copy of the decision shall be mailed to the applicant, and a copy shall be retained by the Casper Police Department.
- B. A Wrecker Service which has been approved by the Chief of Police to be on the Rotation System for wrecker related services must fully comply with all of the provisions of this Agreement and the Policy.
- C. This Agreement shall be valid for two (2) full calendar years from the date of the Agreement.

- D. It is the responsibility of the Wrecker Service to notify the Chief of Police, in writing, ninety (90) days prior to the expiration of the current Agreement, of their intent to renew or not renew their existing Agreement. Failure of the Wrecker Service to notify the Chief of Police ninety (90) days prior to the expiration date of the Agreement shall be cause for the removal from the Rotation System by the Chief of Police and/or his designee. A Wrecker Service which has been removed from the Rotation System due to the notification requirement must re-apply to be on the Rotation System, be approved to provide such service by the Chief of Police, and enter into a new Agreement.
- E. Approved Wrecker Service companies shall advise the Chief of Police and/or his designee within thirty (30) days, in writing, of any change(s) in the information required by this Agreement. Change(s) must be approved by the Chief of Police and/or his designee.
- F. Any owner(s) and/or any other associate(s) of any Wrecker Service that provides services pursuant to this Agreement, must provide a complete list of any other affiliated wrecker service company(ies) owned and/or operated by them, to the Chief of Police and/or his designee at the time of application. Immediate notification to the Chief of Police and/or his designee is required, should such affiliation occur during the term of this Agreement.
- G. Upon submitting an application, the Wrecker Service requesting approval to be on the Rotation System must provide documentation to the Chief of Police and/or his designee that anyone associated with the Wrecker Service who will be providing service under this Agreement, is certified by the National Driver Certification Program and Towing Recovery Association of America, or Wreckmaster, or a similar industry-accepted program. The Wrecker Service must also provide documentation that anyone associated with the Wrecker Service who will provide any services pursuant to this Agreement, meets all applicable Federal, State and local laws governing businesses of this nature. At any time after receiving approval, and during the term of this Agreement, any Wrecker Service approved to provide service through the Rotation System must be willing to immediately demonstrate, upon any request, that this Agreement is being complied with.
- H. Wrecker service companies must submit any documents, on an annual basis, to the Chief of Police and/or his designee that are required by law to be renewed annually.

Section 2. Required Documents to be Submitted by the Wrecker Service.

- A. A copy of the current Wyoming Highway Patrol wrecker inspection report that lists the date of the inspection and description of any wrecker equipment to be used to provide service pursuant to this Agreement shall be provided. The report must indicate that such equipment was inspected and certified, and that the wrecker equipment passed inspection.
- B. Prior to approval of the application by the Chief of Police and/or his designee, the Wrecker Service must provide a current copy of the Wrecker Service's insurance policy or policies, indicating that the Wrecker Service is covered by liability insurance as set forth by State of Wyoming Statutes, and that the Wrecker Service also is covered by cargo and garage insurance with a minimum limit of \$500,000. Said policies shall provide that the Chief of Police or his designee shall be notified by the insurer at least thirty (30) days prior to any

changes, cancellation, or termination of coverage.

- C. A copy of current Wyoming vehicle registration(s) for all wreckers that will be utilized to provide services pursuant to this Agreement shall be required.
- D. Wrecker Service shall provide a copy of the fee and/or rate schedule for all services provided, pursuant to this Agreement that will be charged and/or billed to any vehicle owner(s) and/or their insurance company(ies).
- E. A copy of the completed towing and storage yard inspection report shall be submitted.
- F. Wrecker Service shall provide, to the Chief of Police and/or his designee, completed and signed "Authorization to Release Information Forms" specific to background investigations that may be conducted by the Casper Police Department on any employee(s), agent(s), representative(s), owner(s), or anyone else associated with the Wrecker Service who may have access to vehicles and/or property towed and/or stored by a Wrecker Service pursuant to this Agreement, for the purposes of criminal history reviews and/or background checks.
- G. Wrecker Service shall provide fingerprinting of any employee(s), agent(s), representative(s), owner(s), or anyone else associated with the Wrecker Service who will be providing services pursuant to this Agreement, for purposes related to criminal histories and/or a background investigation.
- H. Prior to an application receiving approval from the Chief of Police and/or his designee, the Wrecker Service must submit any required administration fees and/or reimbursement costs associated with conducting background investigations pursuant to this Agreement.

Section 3. Sub-Leasing and Contracting Services.

Wrecker service companies are not permitted to sub-lease or contract out their services to any other Wrecker Service, for the purposes of providing service under the Agreement. Wrecker service companies are not permitted to contact and/or direct another Wrecker Service to handle a Rotation System service call pursuant to the Agreement.

Section 4. On Call Requirements.

- A. Wrecker service companies, as part of the Agreement, must agree to a 24/7 call out, and must furnish PSCC with one telephone number for purposes of notifying the Wrecker Service of Rotation System calls. The Wrecker Service must also provide the name, street and mailing address of the responsible person for the Wrecker Service.
- B. Each Wrecker Service, whether identified under one business name or multiple business names, will receive one call per owner. The call out of a Wrecker Service will be based on a one-call-per-owner Rotation System.
- C. No more than one telephone number per Wrecker Service shall be supplied to the PSCC for Rotation System notification.

Section 5. Service Fees and Maintaining Records.

- A. Before approval, a Wrecker Service must provide a detailed record outlining all charges applicable to services that may be provided pursuant to this Agreement. The Chief of Police and/or his designee reserves the right to provide a copy of the fee and/or rate schedule to citizens who may be in need of a wrecker service company. Wrecker Service companies must provide, in writing to the Chief of Police and/or his designee, any revisions and/or change(s) to any fee and/or rate schedule thirty (30) days prior to implementing the change. The Wrecker Service, pursuant to this Agreement, shall not assess any surcharge, or assess any fees to PSCC or its user agencies for responding to PSCC requests. This includes any call(s) for service that may be cancelled by PSCC and/or any public safety employee, and/or the owner or person responsible for the vehicle to be towed. Once a Wrecker Service is summoned by PSCC to a call and has attached the towing apparatus of a wrecker to the vehicle, the Wrecker Service has the right to assess a fee, pursuant to the Agreement, to the owner of the vehicle.**
- B. The Wrecker Service shall maintain complete records of all fees charged, assessed and collected for services performed, pursuant to this Agreement. The Wrecker Service shall correlate each bill and/or record associated with service calls, pursuant to this Agreement, with the PSCC case number assigned to the police record. The Wrecker Service shall produce for examination, upon any request of the Chief or Police and/or his designee, any record associated with a call for service under the Agreement. All records associated with calls for service pursuant to the Agreement must be maintained for a minimum period of two (2) years by the Wrecker Service. All charges for service calls performed pursuant to the Agreement shall be billed to the vehicle owner according to the fee and/or rate schedule submitted by the Wrecker Service to the Chief of Police and/or his designee, under the terms of this Agreement.**

Section 6. Release of Property and Law Enforcement Vehicle Hold Orders.

- A. The Wrecker Service must release items of personal property to the lawful owner, when authorized by the participating agency requesting the tow, prior to receiving payment of any accrued charges. This subsection applies as directed by W.S. 31-13-112(c). For purposes of this Agreement, and the preservation of evidence, the Wrecker Service shall not allow access to towed and/or stored vehicles under an authorized vehicle hold order, without first receiving permission from the public safety official responsible for the criminal case involving the towed and/or stored vehicle.**
- B. It shall be the responsibility of the Wrecker Service to notify the registered owner of the towed and/or stored vehicle within 24 hours, once any towed and/or stored vehicle has been released from a vehicle hold order. The agency initiating the vehicle hold order, or any agency associated with the vehicle hold order or the PSCC, is not to be assessed any fees associated with the towed and/or stored vehicle, and/or the costs associated with storage, after the Wrecker Service has been notified that the vehicle hold order has been cancelled. For purposes of notification, a telephone call by the PSCC, or an agent of any public safety agency, notifying the Wrecker Service that a vehicle hold order no longer exists, and the**

notification call is documented through any source of media utilized by the PSCC, will serve as proof of notification.

- C. All Casper Police Department vehicle hold orders will be approved by the Chief of Police and/or his designee, before a vehicle hold order request can be implemented by the Wrecker Service. The name of the individual approving the vehicle hold order must be written on the bill and/or record associated with the Wrecker Service call by the Wrecker Service.
- D. Wrecker Service companies shall notify the PSCC before any vehicle tow (private property, repossessions, etc.) occurs *without* the vehicle owner(s) knowledge.
- E. PSCC will maintain call records of all Wrecker Service Rotation System calls placed by the PSCC for a two (2) year minimum.

Section 7. Storage Areas and Evidence Protection.

- A. The Wrecker Service's storage area(s), for the purposes of storing towed vehicles pursuant to this Agreement, shall successfully complete an inspection of its secured holding facility by a representative of the Casper Police Department. The storage area used to store all vehicles towed pursuant to this Agreement, must be secured, at a minimum by a security type fence, and the fenced area must have adequate illumination. For the purpose of being called for the towing of vehicles needing to be stored for protecting evidence on or in a vehicle, the Wrecker Service must be willing to provide an indoor storage area(s) to store two passenger sized vehicles long-term. The indoor storage area(s), while being utilized to store vehicles towed pursuant to this Agreement, must be clean and accessible only to public safety officials and/or employees of the Wrecker Service and/or its employee(s), agent(s), representative(s) and/or operator(s) who meet the guidelines of this Agreement. Wrecker service companies who do not meet the evidence storing requirement when requested by the PSCC will not lose a call for service in the Rotation System.
- B. Vehicles stored indoors pursuant to an approved vehicle hold order must not be removed from the indoor secured area(s) without the Wrecker Service first receiving authorization to do so from the public safety official responsible for the criminal case involving the towed and stored vehicle.

Section 8. Environmental Requirements.

Wrecker service companies are responsible for clearing all debris at the scene of a service call. Any costs associated with clearing debris not removed from the scene and/or cleaned up by the Wrecker Service responsible for the service call shall be billed to the Wrecker Service by the agency responsible for the removal of the debris.

Section 9. Insurance Requirements.

Any Wrecker Service providing service pursuant to this Agreement, shall maintain insurance that will cover any liability that may occur during towing or while in possession of any vehicle. Said insurance shall also cover towing, cargo and garage insurance. The Wrecker Service shall provide

copies of the insurance policy(ies) to the Chief of Police and/or his designee. (See Section 2, paragraph B). Said policies shall provide that the Chief of Police or his designee shall be notified by the insurer at least thirty (30) days prior to any changes, cancellation, or termination of coverage. Additionally, the Wrecker Service must also immediately notify the Chief of Police and/or his designee should any insurance coverage(s) be changed, cancelled, terminated or denied. The insurance selected by the Wrecker Service must provide, at a minimum, coverage for property damage to the vehicle being towed while in tow, as well as coverage to any other property and/or person(s) that may suffer damage, injuries, and/or death due to an unintended release of any such vehicle and/or cargo attached to, or part of any vehicle while in tow. PSCC and/or any entities it serves is not liable for any matters pertaining to wrecker service companies, wrecker service companies' insurance carriers, wrecker service companies' insurance coverage limits or the lack of insurance, or wrecker service companies who may become non-insured. Wrecker service companies who become non-insurable, or wrecker service companies who do not meet the insurance requirements of this Agreement, will not be eligible for Rotation System calls through the PSCC, and may be subject to provisions contained in Section 12 of this Agreement.

Section 10. Rotation System.

- A. If the party needing the Wrecker Service requests a particular Wrecker Service, the requested Wrecker Service will be notified, if available. Citizen requests will not affect the Rotation System. A Wrecker Service need not be under an Agreement to be called by special request of a citizen.**
- B. If the party needing the Wrecker Service has no preference, the next Wrecker Service on the Rotation System will be called. If the notified Wrecker Service is unavailable to respond, or is not able to arrive on scene within 20 minutes to a location within the City Limits of Casper, or arrive within a reasonable response time to a scene in Natrona County, the next Wrecker Service in the Rotation System will be called. Wrecker service companies must notify PSCC of an estimated time of arrival when the service call is requested by PSCC. The Wrecker Service must also advise PSCC when arrival to the scene will not be within the allowable time limits. The Wrecker Service shall abide by all Federal laws, State Statutes and/or ordinances when providing service pursuant to this Agreement.**
- C. When a Wrecker Service acknowledges that their arrival time to a scene will be within the specified time frame, but fails to respond within the time specified by this Agreement, the Wrecker Service will automatically lose a call for service in the Rotation System, if another Wrecker Service is called to respond to the initial call.**
- D. Public safety officials reserve the right to request a particular Wrecker Service, whether or not the Wrecker Service is next on the Rotation System, or whether or not the Wrecker Service is under an Agreement, if a service call is of an immediate need and in the best interest of public safety. Public safety officials also reserve the right to request a particular Wrecker Service, if specialized equipment and/or services are needed, and it is determined that the specialized equipment and/or services are not owned and/or operated or provided by a Wrecker Service that is next in the Rotation System for a service call. The Rotation System will maintain a list of the class of wrecker equipment that has been approved pursuant to this Agreement for each approved Wrecker Service. Wrecker vehicles pursuant to**

this Agreement are classified as:

- Class A- carries a minimum gross vehicle weight (MGVW) of 7,500 lbs.
 - Class B - carries a minimum gross vehicle weight (MGVW) of 10,000 lbs.
 - Class C - carries a minimum gross vehicle weight (MGVW) of 20,000 lbs.
 - Class D - carries a minimum gross vehicle weight (MGVW) of 30,000 lbs.
- E. The abandoned vehicle towing service is a separate agreement between Natrona County and the Wrecker Service companies for the purpose of removing and/or towing abandoned vehicles. Rotation on the abandoned vehicle towing service list does not affect the PSCC Rotation System, and is not a service governed by this Agreement.
- F. When attempting to contact a Wrecker Service and PSCC receives a busy signal, the PSCC dispatcher will attempt to place the call two (2) additional times during a period of no more than five (5) minutes before calling the next Wrecker Service on the Rotation System. No contact due to a repeated busy telephone signal or no answer will be considered a no-answer call or a turn-down call, and the Wrecker Service will lose the call for service in the Rotation System.
- G. Wrecker Service must confirm acceptance of the PSCC service call within five (5) minutes. Failure to do so will be considered a turn-down, and the Wrecker Service will lose their call for service in the Rotation System.
- H. A history of repeated turn-downs or no-answers may be considered a performance issue and may become a cause for sanctions outlined in Section 12 of this Agreement being imposed by the Chief of Police.
- I. The PSCC staff and public safety personnel will not become involved in any acts of favoritism or preference directed toward any Wrecker Service company and/or its owner(s), agent(s), representative(s) and/or employee(s).
- J. Notwithstanding any other provision of this Agreement, the City of Casper Police Department reserves the right to contract for its own wrecker services, separate and apart from the rotational system described in this Agreement.

Section 11. Termination of Agreement.

Either party may terminate this Agreement at any time. In addition, the Chief of Police may recommend termination of this Agreement to the City Manager at any time.

Section 12. Sanctions.

- A. Whenever performance issues (complaints or breaches of an Agreement) are brought to the attention of the PSCC through citizens and/or any user agency of the PSCC, an investigation will be completed by the Casper Police Department. The Chief of Police and/or his designee shall have the authority to impose sanctions as outlined in this section.
- B. Sanctions, depending on the severity of sustained complaints, can range from a written warning

to a recommendation for termination of this Agreement. Nothing in this Agreement precludes criminal prosecution and/or civil action for the violation of any law by a Wrecker Service.

- C. Repeated and/or serious violations by a Wrecker Service of this Agreement may result in complete removal from the Rotation System.
- D. A Wrecker Service that has been suspended from providing service through the PSCC Rotation System, may be reinstated by the Chief of Police and/or his designee after the suspension period, when the Wrecker Service requests reinstatement, in writing, to the Chief of Police, and agrees to abide by the terms of this Agreement.

Section 13. Public Safety.

- A. A Wrecker Service must keep its equipment properly registered and insured pursuant to the law, and remain in compliance with this Agreement.
- B. Wrecker service employee(s), agent(s), representative(s) and/or operator(s), who have been convicted of any felony within the last three (3) years shall not be allowed to provide service pursuant to this Agreement.
- C. Wrecker Service must provide adequate traffic safety precautions. The participating agencies will assist with traffic control, whenever practical to do so, unless calls for service priorities dictate otherwise.

Section 14. General Provisions.

- A. This Agreement revokes and supersedes any and all agreements and policies regarding wrecker and towing services that the parties may have previously entered into or executed.

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B. 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.

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

APPROVED AS TO FORM:

Walker Tremble

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belsler
Tracey L. Belsler
City Clerk



Daniel Sandoval
Daniel Sandoval
Mayor

WITNESS:

By: Laura Wells
Printed Name: LAURA WELLS
Title: Compliance Officer

E & F TOWING TRANSPORT & RECOVERY,
INC.

By: Gregory M. Carroll
Printed Name: GREGORY M. CARROLL
Title: General Manager

RESOLUTION NO. 16-252

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR IMPOUND WRECKER AND TOWING SERVICES

WHEREAS, the City of Casper Police Department desires professional impound wrecker services; and,

WHEREAS, per the City of Casper's bid process, E&F Towing & Recovery located in Casper, Wyoming, submitted the lowest bid for impound wrecker services to the Casper Police Department and is, therefore, willing and able to provide such 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 with E&F Towing & Recovery for professional impound wrecker services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments throughout the term of this agreement in accordance with the Contract for Professional Services.

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

October 6, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Doug Follick, Leisure Services Director 

SUBJECT: Independent Contractor Agreement with Natrona County School District #1 for Discover Program

Recommendation:

That Council, by resolution, authorize an Independent Contractor Agreement with Natrona County School District #1 (NCSD#1) for Fort Caspar Museum (FCM) staff to provide Discover enrichment programming at NCSD#1 schools for the 2016 – 2017 fiscal year.

Summary:

FCM staff has been providing Discover enrichment programming (events or planned activities) at NCSD#1 schools since 2007.

The Discover program brings world-class enrichment opportunities to students right in their classrooms while their teachers engage in professional development. The program helps reduce the number of in-service days or substitute teachers used in the district, and it provides students the chance to experience hands-on learning and see once-in-a-lifetime presentations.

Discover presenters come from Casper's own backyard, with regular presentations by the Nicolaysen Art Museum, the Natrona County Public Library, the Science Zone, and the FCM. These presentations support the topics students are learning in their regular curriculum, and partnerships with the school district strengthen these community resources for everyone in Natrona County.

The Independent Contractor Agreement provides \$21,387.24 to the City of Casper for FCM staff to provide Discover enrichment programming at NCSD#1 schools from July 1, 2016 through June 30, 2017. This is a 50% reduction from the July 1, 2015 through June 30, 2016 fiscal year due to NCSD#1 cutting funding of the Discover program district wide.

A resolution and Independent Contractor Agreement have been prepared for Council's consideration.

NATRONA

COUNTY SCHOOLS

INDEPENDENT CONTRACTOR AGREEMENT

NATRONA COUNTY SCHOOL DISTRICT NO. 1

PARTY

CLIENT: NATRONA COUNTY SCHOOL DISTRICT,
CASPER, WY (DISTRICT), 970 N. Glenn Road,
Casper, WY 82601

PARTY

CONTRACTOR: CITY OF CASPER/FORT CASPAR
MUSEUM (FCM)

TITLE/SERVICE: ENRICHMENT PRESENTATIONS

EFFECTIVE DATE OF CONTRACT	COMPLETION DATE	DISTRICT CONTACT	CONTRACTOR CONTACT
JULY 1, 2016	JUNE 30, 2017	<u>KELLY EASTES</u> (307) 253-5370	<u>RICK YOUNG</u> (307) 235-8462

CONSIDERATION

- \$21,387.24 for FCM to provide Discover enrichment programming (Events or Planned Activities) at NCSD schools. Programming fee includes setup/prep-time, materials, supplies, and presenters' time.

ITEMS	DESCRIPTION OF PRODUCT/SERVICES TO BE PERFORMED:
	<ul style="list-style-type: none">• FCM agrees to provide history based enrichment activities on DISTRICT property for approximately 3,000 students. At <u>maximum</u>, FCM will provide up to 10 hours per week, including travel and preparation time, each month from July 1, 2016 through June 30, 2017.• DISTRICT agrees to reimburse FCM on a monthly basis, as invoiced by FCM, in the amount of \$1,782.27 for programming costs associated with providing the enrichment at NCSD schools. FCM shall submit detailed billings for each event. "Detailed billings" shall include the date, location, type of presentation or event and approximate number of students attending each event.• FCM will submit detailed invoices to the DISTRICT describing the number of events presented, the name of the presenter, the location of each presentation and to what type of students each presentation was made on a monthly basis beginning with the month of July, 2016 and continuing through June, 2017.• FCM additionally agrees to provide all materials and supplies necessary for the planned activities as well as supplying instructors, and/or presenters as necessary.• DISTRICT will make arrangements with the FCM for specific dates, times and locations of the enrichment activities to take place during the 2016-17 school year and 2017 Summer school.• FCM will provide a calendar of activities at the beginning of each school year that will include conferences and programs.• A calendar of Discover events is located at ncsdDiscover.com/calendar. FCM is responsible for regularly checking the calendar and should plan to be available for any event listed on the calendar. DISTRICT will maintain the ncsdDiscover.com/calendar and communicate with FCM any calendar changes at least one week in advance. FCM may be called upon to cover events not listed on the calendar or to fill in for a presenter that had to cancel. In such a case FCM will make every reasonable effort to cover the event. DISTRICT is aware that on short notice FCM might not be available.• FCM will be available as described in bullet point one above.• FCM will be available to provide presentations Monday through Friday while school is in session, except on City of Casper recognized holidays as noted on the calendar of activities.

The Standard Terms and Conditions attached hereto are applicable and incorporated by reference into this Agreement.

STANDARD TERMS AND CONDITIONS

READ CAREFULLY PRIOR TO SIGNING

1. INTERPRETATION. This AGREEMENT, consisting of these standard terms and conditions and the terms/instructions typed on the face of this AGREEMENT, shall constitute the entire AGREEMENT between the Parties, and no other proposals, representations, promises, conversations, bids, memoranda, or other matter shall vary, alter or interpret the terms hereof except as specified above. The captions on this AGREEMENT are for the convenience of the Parties in identification of the provisions and shall not constitute a part of this AGREEMENT nor be considered interpretative thereof. Failure of either Party to exercise any option, right or privilege under this AGREEMENT or to demand compliance as to any obligation or covenant of the other Party shall not constitute a waiver of any such right, privilege or option, or of the performance thereof, unless waiver is expressly evidenced by a properly executed document. Any inconsistency or conflict between the standard terms and conditions set forth herein and those typed on the face of this AGREEMENT or any attachment thereof shall be resolved by giving precedence in the following order: First, typed instructions and/or conditions on the face of this AGREEMENT which shall incorporate by reference the Terms and Conditions herein; and Second, the incorporated Terms and Conditions herein.

2. SEVERABILITY. The Parties agree that if any part, term, or provision of this AGREEMENT is held illegal or in conflict with any law of the Federal or State Government where this contract is made, or any governmental entity having jurisdiction over any of the Parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the AGREEMENT did not contain the particular part, term, or provisions held to be invalid, unless the effect thereof would materially change the economic burden of, or benefit to, either Party.

3. INDEPENDENT CONTRACTOR. In the performance of the services under this AGREEMENT, the Parties shall be independent contractors, maintaining complete control of their own personnel, if any, and operations. As such, each Party shall pay all salaries, wages, expenses, social security taxes, federal and state sales taxes, unemployment and worker's compensation costs or taxes and any other taxes relating to the performance of this AGREEMENT, including their own, as well as those of their employees, if any. The Parties, their employees and agents shall in no way be regarded nor shall they act as agents or employees of each other, and shall be responsible for providing their own supplies, materials, equipment, hours of work, transportation, direction and supervision, consistent with independent business operations. The Parties acknowledge that they are not agents or representatives of each other, and agree not to represent themselves as an agent or representative of each other, nor enter into any agreement or arrangement on behalf of each other.

4. CHANGES. The Parties may, from time to time, request changes in the scope of the services of the AGREEMENT. If any changes under this clause cause an increase or decrease in CONTRACTOR'S cost of, or the time required for, the performance of the services or product under this AGREEMENT, an equitable adjustment shall be made by mutual agreement and the AGREEMENT herein shall be modified in writing accordingly. All such changes in the SERVICES shall be in writing and shall be performed subject to the provisions of this AGREEMENT.

5. TERMINATION. (A) Either Party may terminate this AGREEMENT in whole or part without penalty or cost to to the other Party (beyond the proportional consideration actually earned by CONTRACTOR) at any time, with or without cause, by providing thirty (30) days written notice to the other Party. An equitable/proportional adjustment shall be made in the consideration based on the percentage of services performed, product produced and delivered to DISTRICT, or the actual, proportional consideration earned. Such termination shall be effective in the manner specified in the said notice. On receipt of such notice CONTRACTOR shall, except as and to the extent directed, immediately discontinue the services and the accrual of charges and costs associated with performance of the services. Thereafter, CONTRACTOR shall do only such work as may be necessary to preserve and protect the services or production of product already in progress. (B) A complete settlement of all claims of CONTRACTOR upon termination of the AGREEMENT, as provided in the preceding paragraph, shall be made as follows: 1) DISTRICT shall assume and become liable for all obligations and commitments previously authorized by DISTRICT that CONTRACTOR may have in good faith undertaken or incurred in connection with the services which have not been included in prior payments; 2) DISTRICT shall compensate CONTRACTOR for the reasonable cost of terminating the work in progress, preserving, and protecting DISTRICT'S property and interests and performing any other necessary services after the notice of termination has been received; and 3) DISTRICT shall pay CONTRACTOR the proportion of the consideration earned for services performed or goods delivered prior to the date of termination. Prior to final settlement, CONTRACTOR shall deliver to DISTRICT all materials, goods, documents, drafts and/or other information or product prepared by CONTRACTOR under this AGREEMENT and the CONTRACTOR shall execute and deliver all documents, and take such other steps as are necessary, to vest fully in DISTRICT the rights and benefits of CONTRACTOR'S services or product in connection with this AGREEMENT, unless otherwise requested by the DISTRICT in writing.

6. WARRANTY and ADHERANCE TO LAW AND POLICY. CONTRACTOR warrants that the services to be rendered pursuant to this AGREEMENT shall be performed in accordance with the standards customarily practiced by an experienced and competent professional or tradesman rendering the same or similar services. CONTRACTOR further agrees to know and abide by all Local, State and Federal common and statutory law, rules and regulations, as well as DISTRICT policies, which are available on the DISTRICT Website.

7. GOVERNMENTAL CLAIMS AND INDEMNITY.

- A. Neither of the Parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and said Parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
- B. DISTRICT hereby agrees to indemnify and hold the City harmless from any and all liability for personal injury, death, or property damage arising or resulting from the DISTRICT's negligence in the use of the property for which the Parties are not otherwise immune from liability pursuant to the Wyoming Governmental Claims Act.
- C. FCM hereby agrees to indemnify and hold DISTRICT harmless from any and all liability for personal injury, death, or property damage arising or resulting from the FCM's negligence in the use of the property for which the Parties are not otherwise immune from liability pursuant to the Wyoming Governmental Claims Act.

8. FORCE MAJEURE. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance thereto is prevented or impeded by strikes, disturbances, riots, fire,

earthquake, volcanic activity, severe weather (flood, ice, wind, rain, drought, etc.), governmental action, war or terrorism acts, acts of God, or any other cause similar to the foregoing which are beyond the reasonable control of the Party from whom the affected performance was due.

9. ASSIGNMENTS. All obligations and covenants herein contained shall be intended to be binding upon the successors and assigns of CONTRACTOR and DISTRICT. Neither Party shall assign this AGREEMENT without the prior written consent of the other Party.

10. INVOICING AND PAYMENT.

(A) CONTRACTOR shall submit invoices or vouchers to DISTRICT monthly. In the event that a product or goods are to be delivered under the AGREEMENT herein, no invoice shall be submitted by CONTRACTOR until the product or goods reflected on the invoice or voucher is received by DISTRICT in a useable format. All invoices or vouchers shall set forth, in detail, the product and amount delivered or produced or, in the case of services, the specific date and hours of service rendered, including a description of the services rendered. CONTRACTOR may be required to provide additional documentation and/or description of service or product prior to DISTRICT's acceptance of the invoice or voucher for payment by DISTRICT. (B) Invoices or vouchers for work performed are due and payable within forty five (45) days after receipt. (C) If DISTRICT disputes any portion of a request for payment, DISTRICT shall promptly notify CONTRACTOR, in writing, of the amount in dispute and the reason therefor. The Parties shall work together in good faith to resolve any dispute, including, but not limited to, providing reasonable documentation to support their positions.

11. AUDIT. CONTRACTOR shall maintain records and accounts on a generally recognized accounting basis to support all charges billed to DISTRICT. Said records shall be available for inspection by DISTRICT or its authorized representative within two (2) business days of a request by DISTRICT for examination.

12. EQUAL EMPLOYMENT OPPORTUNITY. The Non-Discrimination clause contained in Section 202, Executive Order 11246, as amended, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin and the implementing rules and regulation prescribed by the Secretary of Labor (41 CFR, Chapter 60, 41 CFR 60-250 and 41 CFR 60-741) are incorporated herein. The Parties agree to know and abide by all Local, State and Federal laws, statutes, rules and regulations pertaining to non-discrimination related to age, disability and other civil rights.

13. CONTACTS; PARTIES TO BE NOTIFIED. All official notices arising from the provisions of this AGREEMENT shall be in writing and sent to the Parties to the person identified for the District and Contractor, above, at the address provided under this AGREEMENT, either by regular or express mail, facsimile or delivery in person. Official notices under this AGREEMENT will be deemed delivered upon the placement, postage prepaid, in the United States mail, or upon the transmission of a successful facsimile, or upon delivery in person.

14. CONFLICT OF INTEREST. Neither Party, without the written consent of the other, shall engage in any activity, or accept any employment, contract, interest or contribution that would reasonably appear to compromise its professional judgment with respect to the product, payments or services deliverable under this AGREEMENT. Should such situation develop or present itself, the Party with the potential conflict shall notify the other Party in writing immediately, and request the other Party's written acknowledgment and consent, which shall be given or withheld at the other Party's sole discretion.

15. **SAFE AND LEGAL PRACTICES.** FCM shall not knowingly allow its employees, agents or subcontractors, to bring drugs, alcohol or pornographic materials of any kind or nature on to DISTRICT property. FCM shall not knowingly permit those convicted of sexual offenses to provide services or delivery of products on DISTRICT property.

16. **PRIOR APPROVAL.** This AGREEMENT shall not be binding upon either Party unless and until this AGREEMENT has been reduced to writing and signed by authorized agents for both Parties.

17. **AMENDMENTS.** Either Party may request changes in this AGREEMENT. Any changes, modifications, revisions or amendments to this AGREEMENT which are mutually agreed upon by and between the Parties shall be incorporated by written instrument, executed and signed by all Parties to this AGREEMENT.

18. **APPLICABLE LAW AND VENUE.** The construction, interpretation and enforcement of this AGREEMENT shall be governed by the laws of the State of Wyoming and federal law, if applicable. The Parties agree that the courts of the State of Wyoming shall have jurisdiction over any and all actions arising out of this AGREEMENT and over the Parties, any filings shall be, and the venue shall be, in the Seventh Judicial District, Natrona County, Wyoming. In the event that litigation arises concerning the specific and/or general terms and conditions of this AGREEMENT, each Party shall be responsible for its own attorney fees and costs.

19. **AVAILABILITY OF FUNDS.** Each payment obligation of DISTRICT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either Party, this AGREEMENT may be terminated by DISTRICT or CONTRACTOR without penalty to either, and neither Party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section.

20. **THIRD PARTY BENEFICIARY RIGHTS.** The Parties do not intend to create in any other individual or entity the status of third Party beneficiary, and this AGREEMENT shall not be construed so as to create such status. The rights, duties and obligations contained in this AGREEMENT shall operate only between the Parties to it, and shall inure solely to the benefit of the Parties to this AGREEMENT.

21. **EXECUTION IN PARTS.** The Parties agree that the AGREEMENT may be executed at dates and times convenient to the Parties, and that the AGREEMENT shall be effective upon the date of the last endorsement necessary to secure a binding AGREEMENT, or the "Effective Date" noted on Page 1, whichever is later.

22. **RATIFICATION OF PREVIOUS WORK PERFORMED IN GOOD FAITH.** The Parties acknowledge that the previous Agreement expired in June 30, 2016. However, FCM and DISTRICT worked together in good faith to keep providing services until this new AGREEMENT could be executed. Therefore, the Parties hereby agree to make the effective date of this Agreement retroactive to July 1, 2016.

******THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK******

THOSE SIGNING BELOW CERTIFY THAT THEY HAVE CAREFULLY AND COMPLETELY READ THE FOREGOING, THAT THEY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH HEREIN AND THAT ON BEHALF OF THEMSELVES AND THEIR AGENCY (IF APPLICABLE) THEY AGREE TO ABIDE BY SUCH TERMS AND CONDITIONS.

APPROVED AS TO FORM

APPROVED AS TO FORM

Wallace Trembath
Wallace Trembath
Attorney for the City of Casper

Kathleen B. Dixon 9.28.16
Kathleen Dixon
Attorney for the District

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
Tracey L. Belser
City Clerk

Daniel Sandoval
Daniel Sandoval
Mayor
Tax ID #83-6000049

October ____, 2016
Date of Signature

WITNESS

NATRONA COUNTRY DISTRICT

Michelle Rubalcava-Fronk
Michelle Rubalcava-Fronk
Printed Name
Title: Executive Assistant

Steve Hopkins
Steve Hopkins
Superintendent

2457270120 500311
ACCOUNT KEY OBJECT CODE

October ~~____~~, 2016 9/20/16
Date of Signature

RESOLUTION NO. 16-253

A RESOLUTION AUTHORIZING AN INDEPENDENT CONTRACTOR AGREEMENT WITH NATRONA COUNTY SCHOOL DISTRICT #1.

WHEREAS, Natrona County School District#1 has a need to provide enrichment programming to its students; and,

WHEREAS, the City of Casper has Fort Caspar Museum staff qualified and capable of providing enrichment programming.

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 Independent Contractor Agreement with Natrona County School District #1 for Fort Caspar Museum staff to provide enrichment programming at Natrona County School District #1 schools.

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

October 19, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Doug Follick, Leisure Services Director
Michael Szewczyk, IT Manager



SUBJECT: Authorizing a contract for Point of Sale Solution at the Events Center

Recommendation:

The Council, by resolution, authorize a contract with ByPass Mobile of Austin Texas in an amount not to exceed \$106,094, for the purchase and installation of their point of sale system at the Casper Events Center.

Summary:

The Leisure Services department currently uses old analog cash registers for the sale of food and beverages via their concession stands. Besides being slow, this manual method of payment presents many other issues. Since all transaction are done by hand, accurate sales reporting is difficult at best. There is no electronic loss or theft control mechanism in place. Customers looking to pay with credit or debit cards are not able to purchase concessions. Inventory management is also slow and time consuming.

Leisure Services undertook a project to implement a point of sale system at the Casper Events Center concession stands. The goal was to provide a better customer experience at the Casper Events Center concession stands. The City put forth a Request For Proposals for a complete point of sale system. City staff reviewed the submittals and interviewed four vendors.

While the RFP process was underway, the City was also negotiating the management contract for the Events Center with Spectra Venue Management. It was discovered in the negotiations that Spectra's preferred point of sale vendor is ByPass Mobile. At that point, City staff focused their attention on reviewing the ByPass Mobile proposal.

ByPass Mobile provides a complete point of sale system including hardware and software. The product will allow Events Center staff to accept all payment types, increase speed of service, help protect against loss/theft, provide robust sales reporting, inventory management and the latest encryption technology to protect sensitive information. In addition, through Spectra Venue Management, a further discount was made available on the already competitive price of the ByPass Mobile solution.

Under the current agreement with Spectra Venue Management the City will retain ninety-seven percent (97%) of the food and beverage sales at the Casper Events Center. Therefore, it is in the best interest of the City of Casper to obtain this more efficient point of sale system.

The amount of \$106,094 will provide for a complete solution to meet the Events Center's point of sale needs. This purchase will include all the necessary hardware, a five year software subscription, installation, training and support. The software subscription can be renewed in the sixth year at the price specified in the contract.

Funding for this project is from Fiscal Year 2016 One-Time Capital, Casper Events Center Concession Stands Upgrade.

A resolution and a contract have been prepared for Council's consideration.

BYPASS MOBILE SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made effective on the 1 day of November, 2016 (the “Effective Date”) by and between Bypass Mobile, LLC, with principal offices located at 901 South Mopac Expressway, Building 3, Suite 200, Austin, Texas 78746 (“Bypass”) and the City of Casper, Wyoming, a Wyoming municipal corporation with principal offices at 200 N David St., Casper, WY 82609 (“Client”). This Agreement sets out the terms and conditions under which Client may utilize Bypass’s Payment System as defined below.

RECITALS

- A. Bypass provides point of sale software and equipment (together, the “Payment System”);
- B. Bypass wishes to license the Payment System to Client and provide certain related services (the “Services”) so that Client may utilize the Payment System and offer it to Client’s end customers, and Client desires to obtain the above mentioned license and utilize it consistent with the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION ONE – SERVICES PROVIDED BY BYPASS

- 1.01. Services. Client may choose to procure any of the Services Bypass offers, including the delivery of any deliverables (“Deliverables”), as set forth in the Statement Work (“SOW”) (page 1 only of Quote No. DM - Casper -10.12.16, dated October 12, 2016), attached hereto as Exhibit A.
 - a. The parties may enter into additional SOWs from time-to-time upon mutual written agreement.
- 1.02. Limited License. Bypass hereby grants to Client a limited, worldwide, revocable, nonexclusive, non-sublicensable, and non-transferable license, under intellectual property rights owned or licensed by Bypass, to use the Payment System and Deliverables set forth in the SOW during the term of this Agreement (the “License”).
 - a. The License is subject to all obligations and restrictions imposed on Client in this Agreement, including all payment obligations;
 - b. The License extends only to Client’s employees, contractors, and the Casper Events Center Manager (currently Global Spectrum, L.P., a Delaware limited partnership d/b/a Spectra Venue Management), but only to the extent that such employees and contractors use the Payment System for the sole purpose of collecting payments and processing orders on behalf of Client, and for no other purpose whatsoever;
 - c. The License extends only to Client’s use of Payment System solely to perform the functions specified herein, and in compliance therewith; and
 - d. While exercising such license, Client shall abide by the confidentiality requirements of section 5.01.
- 1.03. Restrictions. Except as expressly provided to the contrary in this Agreement, Client shall not, and shall not knowingly cause or permit any non-party, to use or reproduce the Payment System.

- a. Client shall not, and shall not knowingly cause or permit any non-party, to disassemble, decompile, decrypt, extract, reverse engineer, prepare a derivative work based upon, distribute, or time-share the Payment System, or otherwise apply any procedure or process to the Payment System in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Payment System or any algorithm, process, procedure or other information contained in the Payment System.
- b. Except as expressly authorized herein, Client may not rent, lease, assign, sublicense, transfer, modify, alter, or time-share the Payment System, or permit the Payment System or Deliverables to be used for or in connection with any facility management or service bureau purposes, services or arrangement, or otherwise use it for processing data or other information on behalf of any third party.
- c. Client may not use or deploy the Payment System or any Deliverables in violation of any applicable laws, rules or regulations.

1.04. Compliance With Laws.

- a. Each party shall comply with all applicable international, national, state, regional and local laws and regulations ("Applicable Laws") in performing its duties hereunder and in any of its dealings with respect to the Payment System. Each party is responsible for its own compliance with Applicable Laws.
- b. Bypass will transmit through a PCI compliant gateway, that meets or exceeds PCI DSS Cloud Computing Guidelines, all credit and debit transactions to Client's or its representatives' or affiliates' specified merchant account. If the PCI Security Standards Council updates the PCI DSS Cloud Computing Guidelines, Bypass will implement the new standard in a commercially reasonable timeframe. In addition, any devices provided by Bypass for point of sale transactions at the Casper Events Center shall be P2/PE compliant. If P2/PE devices become obsolete or otherwise insecure compared to newer, more secure, industry-standard devices, Bypass will notify the Client thereof, and make the newer, more secure, industry-standard devices available in a commercially reasonable timeframe so Client may opt to have its devices upgraded.
- c. Bypass shall not store any Client or Client customer credit card data on its resident cloud-based data sources.
- d. Bypass shall maintain applicable PCI DSS requirements as a Service Provider to the extent that Bypass processes and transmits cardholder data on behalf of the client or to the extent that the client could impact the security of the cardholder data environment.

SECTION TWO – THE PAYMENT SYSTEM

- 2.01. Providing Payment System. During the term of this Agreement, Bypass shall provide the Payment System and use its commercially reasonable efforts to provide the Services and maintain them in a materially uninterrupted and error-free fashion.
- a. The parties acknowledge that the Payment System is computer network-based services that may be subject to outages and delay occurrences and Bypass shall use its commercially reasonable efforts to diligently and promptly remedy any and all material interruptions.

- b. Bypass will not be liable for damages related to incidental interruptions, outages, or other delay occurrences relating to the Payment System or Services that do not occur more frequently than 0.03% of the time the system is licensed. Bypass shall not be liable for damages due to incidental interruptions, outages, or other delay occurrences relating to the Payment System exceeding the prorated value of the annual license fee.
- c. Bypass will provide system support to Client in accordance with the *Bypass System Support* document (updated 10/6/2015), which is attached as Exhibit B and made a part of this Agreement.

SECTION THREE – FEES

- 3.01. Fees. Client shall pay Bypass the licensing, installation, and equipment fees that are detailed in the SOW.
 - a. Unless otherwise stated in the SOW, invoice terms are 50% upon contract execution and 50% upon installation. For projects with multiple phases that fall within the initial contract term, invoice terms for each subsequent phase are 50% invoiced 90 days prior to the Live Date and the remaining 50% when installation for each subsequent phase is complete. The estimated Live Date for each subsequent phase will be defined in the SOW. Payment will be made following receipt of an itemized invoice from Bypass for services rendered in conformance with the Agreement, and following approval by the Client’s City Council. Bypass shall submit an invoice for payment specifying that it has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement. If amounts owed by Bypass to the Client for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the Client’s general credit policy, those amounts may be deducted from the payment being made by the Client to Bypass pursuant to this Agreement.
 - b. If payment is not made within 45 days after receipt of a correct notice of amount due for the goods and services provided, and without limiting its other remedies in law or in equity, Bypass may charge Client a late fee on the unpaid balance of 1.5% per month.
 - c. Licensing fees for any renewal term shall be Bypass’s then current applicable rate or as other negotiated between the parties.
 - d. Licensing fees shall be billed annually on the anniversary of the Effective Date.
- 3.02. Merchant Account. Client, or the assigned contractor or affiliate, agrees to maintain a merchant account in good standing. Client shall provide Bypass with all necessary bank account, routing and related information as requested, which Bypass will protect as confidential information.

SECTION FOUR – TERM AND TERMINATION

- 4.01. Term. The initial term of this Agreement is for a period of five years, commencing on the date first set forth above, and terminating at midnight on the last day of the initial term. Thereafter, this Agreement shall automatically renew for up to five additional, one year, annual renewal terms, unless the City, in writing, terminates the agreement at least thirty days prior to the start of

any renewal term. All renewal terms shall be subject to the terms and conditions of this Agreement, except that the licensing fees for each renewal term shall be as follows:

Renewal Term	Licensing Fee
1 (year 6)	\$13,849.00
2 (year 7)	\$14,403.00
3 (year 8)	\$14,979.00
4 (year 9)	\$15,578.00
5 (year 10)	\$16,201.00

4.02. Material Breach. The parties have the right to terminate this Agreement at any time if the other party breaches any of the material provisions of this Agreement and fails to cure such breach within 45 days of its receipt of written notice thereof from the non-breaching party.

SECTION FIVE - OBLIGATIONS

5.01. Confidential Information.

- a. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the Payment System and the know-how, technology, software, services, techniques, or business, strategic or marketing plans related thereto (collectively, the “Confidential Information”) all of which are confidential and proprietary to, and trade secrets of, the disclosing party. The parties further acknowledge that this Agreement is not confidential information, as it is a public record, subject to disclosure under the Wyoming Public Records Act.
- b. Subject to the Wyoming Public Records Act, Wyoming Statutes Section 16-4-201 *et seq.*, as a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall:
 - (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party's Confidential Information;
 - (ii) not use the disclosing party's Confidential Information in any fashion except to perform its duties hereunder or with the disclosing party's express prior written consent;
 - (iii) disclose the disclosing party's Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the receiving party's internal business purposes;
 - (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and
 - (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in

safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure.

- c. The receiving party shall promptly notify the disclosing party of any unauthorized disclosure or use of the Confidential Information. The receiving party shall cooperate and assist the disclosing party in preventing or remedying any such unauthorized use or disclosure.
- d. The term “Confidential Information” does not include information that:
 - (i) is public knowledge at the time of disclosure by the disclosing party;
 - (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party's obligations under this section or by breach of a third party's confidentiality obligations;
 - (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party's confidentiality obligations; or
 - (iv) is independently developed by the receiving party.

5.02. Indemnification and Governmental Claims.

a. Indemnification by Bypass.

- (i) General Indemnification. Bypass agrees to indemnify the Client, the Client'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 the negligence of Bypass and any subcontractor thereof.
- (ii) IP Infringement. Bypass agrees to indemnify, defend, and hold harmless the Client, its employees, or agents from and against any loss, liability, damage, penalty, or expense (including attorneys' fees, expert witness fees and cost of defense) regardless of the form of action, arising out of or in connection with a claim that the Payment System, when used within the scope of this Agreement, infringes, violates or misappropriates a valid third party patent, copyright or other proprietary right, provided that Bypass is notified promptly in writing of the action, Client has not reached any compromise or settlement of such action or made any admissions in respect of the same, and Bypass is given the option, at its expense, to control the action and all requested reasonable assistance to defend the same.

b. Governmental Claims and Indemnification by Client.

- (i) The Client does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Section 1-39-101 et seq.,

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

- (ii) The Client agrees to indemnify and hold Bypass harmless from all liability for personal injury, death, or property damage arising or resulting from the Client's negligence in the use of the Payment System for which it is not otherwise immune from liability pursuant to the Wyoming Governmental Claims Act.

5.03. Warranties and Disclaimer of Warranties.

- a. To the extent assignable, Client shall have the benefit of the third party warranties, service agreements and infringement indemnities (if any) available to end users of the third party software and/or hardware components that comprise part of the Payment System ("Third Party Components"). In the event a warranty of a Third Party Component is not assignable, Bypass will act on behalf of Client to secure for Client all obligations and benefits provided by the warranty.
- b. EXCEPT AS SPECIFICALLY SET FORTH IN SECTIONS 2.01(c), 5.03(a) AND 5.06, THE PAYMENT SYSTEM AND THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. BYPASS DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, TO CLIENT AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BYPASS OR ITS EMPLOYEES OR REPRESENTATIVES CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF BYPASS'S OBLIGATIONS.

5.04. Limitation of Liability. Neither party shall be liable to the other party or to any other third party for any consequential or indirect damages or for exemplary or punitive damages arising out of or relating to this agreement, the services or the Payment System, whether such damages are foreseeable or unforeseeable, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or other cause of action (including, but not limited to, damages for loss of data, goodwill, profits, investments, use of money, or use of facilities), even if such party has been advised of the possibility of such damages.

5.05. Taxes. Client shall pay, indemnify, and hold Bypass harmless from (i) any sales, use, excise, import or export, value-added, or similar tax or duty, and any other tax or duty not based on Bypass's income, and (ii) all government permit fees, customs fees and similar fees which Bypass may incur with respect to this Agreement, except sales, use and excise taxes agreed between Client and Concessionaire to be borne by Concessionaire. Such taxes, fees and duties paid by Client shall not be considered a part of, a deduction from, or an offset against, payments due to Bypass hereunder.

5.06. Representation and Warranties. Each party represents and warrants to the other that it has the full power and authority to execute, deliver and perform this Agreement and grant the rights granted herein.

5.07. Trademarks.

- a. Subject to the limitations in this Agreement, Bypass grants Client the nonexclusive right and license to use Bypass's trademarks, service marks and trade name, whether registered and unregistered, ("Trademarks") during the term of this Agreement solely in conjunction with the use and marketing of the Payment System. Bypass grants no rights in Trademarks or in any other trademark, trade name, service mark, business name or goodwill of Bypass except as licensed hereunder or by separate written agreement of the parties.
- b. This Agreement grants no right or license to use Client's Trademarks to any extent except as licensed by a separate written agreement of the parties.

5.08. Intellectual Property.

- a. Other than the express licenses granted by this Agreement, neither party grants a right or license to the other party, expressly, by implication, estoppel, or otherwise, to the Intellectual Property (as defined below) of the other party.
 - b. Each party retains all ownership rights, title, and interest in and to its own products and services (including in the case of Bypass, in the Payment System and any Deliverables) and all rights to its Intellectual Property, subject only to the rights and licenses specifically granted herein.
 - c. Neither party may remove or destroy any proprietary, confidentiality, trademark, service mark, or copyright markings or notices placed upon or contained in any materials or documentation received from the other party whether in connection with this Agreement or otherwise.
 - d. "Intellectual Property" means all of the following owned by a party: (i) Trademarks and goodwill associated therewith; (ii) patents, patentable inventions, computer programs, and software; (iii) databases; (iv) trade secrets and the right to limit the use or disclosure thereof; (v) copyrights in all works, including software programs; and (vi) domain names and other media identification associated with the party.
- 5.09. Compliance with Export Controls. Client agrees not to export or re-export any Bypass Intellectual Property in violation of any applicable export control restrictions, laws or regulations. Unless all required permits and/or approvals have been obtained, Client shall not cause, approve or otherwise facilitate others such as agents, subsequent purchasers, customers or any other third parties to export or re-export any Bypass Intellectual Property.

SECTION SIX – OFFLINE MODE

- 6.01. Definitions. "**Declined Transactions**" means Transactions that are not approved by applicable third-party institutions, e.g. because a patron payment method is invalid or has been declined. "**Offline Mode**" means a mode of operation in which the Transactions may be, at certain times and at Client's option, queued for processing through applicable third-party systems at a later time. "**Transactions**" means the transactions processed by the Payment System.
- 6.02. Offline Mode. Offline Mode is designed to allow for continued service for Client's patrons and/or concessionaires during times of Third Party Interruptions. Client acknowledges that a natural

consequence of Offline Mode is that certain Transactions initiated while the Payment System is operating in Offline Mode may result in Declined Transactions. Client represents that it has determined that the net benefits of operating in Offline Mode outweigh the potential losses attributable to the Declined Transactions. Notwithstanding anything to the contrary in this Agreement (by way of covenant, warranty, representation, specification, indemnity or otherwise), Client acknowledges and agrees that in consideration of Bypass making the Offline Mode available as part of the Payment System and Services, Client (a) authorizes Bypass to charge (or re-charge), on a delayed basis, patron's cards on Client's (and/or its concessionaires') behalf with respect to any and all Transactions initiated while the Payment System is operated in Offline Mode, (b) accepts sole responsibility for any loss, damage, claim or liability associated with any Declined Transactions or use of the Offline Mode, and (c) shall indemnify and hold Bypass harmless from and against any such loss, damage, claim or liability (whether a direct Bypass loss, damage or liability, or a loss, damage or liability of, or related to, a claim made against Client or Bypass by any third party, including without limitation any patron or financial institution) arising out of or in connection therewith.

- 6.03. Disclaimer. BYPASS PROVIDES ACCESS TO THE OFFLINE MODE "AS IS" WITHOUT WARRANTIES OF ANY KIND, AND CLIENT'S USE THEREOF IS AT ITS OWN RISK. TO THE GREATEST EXTENT PERMITTED BY LAW, BYPASS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT TO ANY OF THE FORGOING. CLIENT EXPRESSLY ASSUMES THE RISK OF ITS USE OF THE OFFLINE MODE.

SECTION SEVEN – INSURANCE

7.00 Bypass Insurance Coverage.

- a. Prior to the commencement of work, Bypass shall procure and maintain for the duration of the Agreement 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 Bypass, its subcontractors, agents, representatives, or employees.
- b. Minimum Scope and Limit of Insurance.

Coverage shall be at least as broad as:

- (i) 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.

- (ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Bypass 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.
 - (iii) Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
 - (iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Bypass' 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 Bypass maintains higher limits than required under this Agreement, then the Client shall be entitled to coverage for the higher limits maintained by Bypass. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Client.
- D. Other Insurance Provisions.

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

- (i) Additional Insured Status.
The Client, 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 Bypass 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 Bypass' 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).
- (ii) Primary Coverage.
For any claims related to this Agreement, the insurance coverage of Bypass shall be primary insurance as respects the Client, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Client, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the insurance of Bypass and shall not contribute with it.
- (iii) 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 Client. Such notice to the Client shall be provided in a commercially reasonable time.

(iv) Waiver of Subrogation.

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

(v) Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the Client. Unless otherwise approved by the Client in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the Client, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the Client may require Bypass to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(vi) 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 Client.

(vii) Claims Made Policies.

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

- a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Agreement 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, the liabilities of Bypass 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 Agreement effective date, Bypass 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.

(viii) Verification of Coverage.

Bypass shall furnish the Client 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 Client before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the obligation of Bypass to provide them. The Client reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(ix) Subcontractors.

Bypass shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Bypass shall ensure that the Client is an additional insured on insurance required from subcontractors.

(x) Special Risks or Circumstances.

Client 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.

SECTION EIGHT - GENERAL PROVISIONS

- 8.01 Independent Contractors. The relationship of Bypass and Client is that of independent contractors. Neither party's employees, consultants, contractors, and agents are the employees, consultants, contractors, and agents of the other party and the parties nor are the parties partners or joint ventures and have no authority to bind each other by contract or otherwise to any obligation. The parties shall not make any representation or warranty, either expressly, implicitly, by appearance or otherwise, that is inconsistent with this provision.
- 8.02. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.
- 8.03. Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.
- 8.04. Assignment. Except as provided in this provision, neither party may assign this Agreement in whole or in part without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.
- a. Either party may assign this Agreement in its sole discretion without the written consent of the other party to any successor in interest pursuant to a Change of Control Transaction, provided the party to whom the Agreement is assigned assumes the obligations of the assigning party as set forth in this Agreement.
 - b. A "Change of Control Transaction" means
 - (i) a sale of substantially all of the assets of the assigning party;

- (ii) a merger or consolidation in which the assigning party is not the surviving corporation;
- (iii) a reverse merger in which the assigning party is the surviving corporation but the shares of the assigning party that are outstanding immediately preceding the merger are converted by virtue of the merger into other property, whether in the form of securities, cash or otherwise, or
- (iv) an acquisition by any person, entity or group within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended ("Exchange Act"), or any comparable successor provisions (excluding any employee benefit plan, or related trust, sponsored or maintained by the assigning party) of the beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act, or comparable successor rule) of securities of the assigning party representing at least fifty percent (50%) of the combined voting power entitled to vote in the election of directors.

8.05. Amendments. This Agreement may not be amended except by an agreement in writing executed by the parties hereto.

8.06. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and given by personal delivery, telecopy (confirmed by a mailed copy), overnight courier (e.g., UPS, etc.) or first class mail, postage prepaid, sent to the addresses set forth below:

Bypass: Bypass Mobile
 901 South Mopac Expressway
 Building 3, Suite 200
 Austin, Texas 78746

Client: City of Casper, Wyoming
 200 N David St.
 Casper, WY 82601

8.07. Entire Agreement; Binding Effect; No Third Party Beneficiaries.

- a. This Agreement, including all schedules, exhibits and attachments thereto, sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto.
- b. This Agreement is binding upon and inures only to the benefit of the parties hereto and their respective permitted successors and assigns.
- c. Nothing in this Agreement, express or implied, is intended to confer or be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

- 8.08. Jurisdiction; Venue; Governing Law. The parties mutually acknowledge and agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Wyoming.
- 8.09 Force Majeure. Neither party will be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods or accidents.
- 8.10 Survival. Sections 1.03, 1.04(a), 5.01 - 5.05, 5.08 – 5.09 shall survive termination of this Agreement.
- 8.11 Intent. Bypass represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Bypass shall perform all of the services for the compensation set forth in this Agreement. Bypass also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Client by Resolution of its governing body. Bypass agrees that it has carefully examined the Statement of Work, and that the compensation is adequate for performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

APPROVED AS TO FORM
(For City Attorney's Office)



Wallace Trembath
Assistant City Attorney

ATTEST

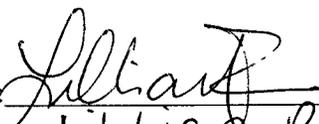
CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

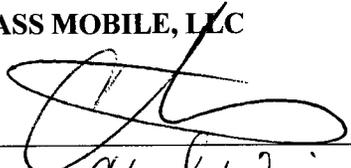
Daniel Sandoval
Mayor

WITNESS

BYPASS MOBILE, LLC

By: 

Name: Lillian Roman
Title: Administrative Assistant

By: 

Name: Chad Weiner
Title: Vice President of Sales

EXHIBIT A

[Attach Executed Quote]



Casper Events Center

Five-Year Capex Model
Go Live Date: TBD

Bypass Mobile
901 S. Mopac Expressway
Building 3, Suite 200
Austin, TX 78746

Danielle Madison
(512) 960-2145

Quote No:
Quote Date:
Quote Expires:

DM - Casper - 10.12.16
12-Oct-16
11-Nov-16

Shipping and Handling

Applicable Hardware
Rate 5.0%

Account: Casper Events Center

Scope POS Implementation for fixed and portable locations

Number of Years 5

Multi-Year Discount 10.0%

Bypass Mobile Product

Platform includes:

POS Hardware - Concessions - Fixed Stands & Portables

	Unit Cost	Units	Total
Bypass 10" POS - Galaxy Tab A (sm-t550nzaaxar)	\$ 294	26	\$7,644
Custom Tablet Case (Ethernet/USB Ports) + Encrypted Card Reader	\$ 467	26	\$12,142
Star USB Printer	\$ 208	26	\$5,408
Cash Drawer 16x16 (Printer Driven Automatic)	\$ 93	26	\$2,418
Ingenico IPP350 (EMV)	\$ 380	26	\$9,880
Scanner (USB 2D with Stand)	\$ 183	6	\$1,098
			\$38,590

Venue Set Up

Venue Configuration	\$ 2,500	1	\$2,500
Onsite Implementation & Training	\$ 840	3	\$2,520
Live Support	\$ 840	3	\$2,520
Travel Expense (Capped)	\$ 2,085	1	\$2,085
			\$9,625

Miscellaneous Hardware & Supplies

Installation Kit	\$ 150	1	\$150
USB Manager/Server Card Creator	\$ 46	1	\$46
Authorization Cards (Qty. 100/pack)	\$ 104	1	\$104
Master Cash Drawer Key	\$ 10	4	\$40
Receipt Paper (Case of 50)	\$ 69	1	\$69
			\$409

Annual Software Subscriptions & Annual Recurring Costs

			Multi-Year Discount	
Bypass Software Subscription	\$ 360	26	\$ (4,680)	\$42,120
BOH Inventory Management Software Module	\$ 2,700	1	\$ (1,350)	\$12,150
Credit Card Secure Gateway Costs (includes secure P2PE decryption)	\$ 250	1		\$1,250
			(\$6,030)	\$55,520

Information to Customer:

- Payment terms 50% on contract and 50% on Implementation
- Unless otherwise stated, first payment must be received prior to the shipment of hardware
- Software Subscription Term 5 Years Billed up front
- Software Subscription Renewal Period starts on Anniversary of Contract Date
- Quote includes 6-day on-site implementation charge
- Quote amount does not include any applicable taxes
- Connectivity and power supplied by client
- Credit Card Gateway Fees and Credit Card Merchant Processing Fees Paid by Client
- Implementation availability subject to 60-day advance notice

Hardware Subtotal	\$38,999
Shipping and Handling Subtotal	\$1,950
Software Subscription Subtotal	\$55,520
Implementation Subtotal	\$9,625
TOTAL	\$106,094

Annual Recurring Fee Years 6+ \$11,104

EXHIBIT B

[Attach Bypass System Support Document]



BYPASS SYSTEM SUPPORT

Updated 10/6/2015

Bypass will provide remote technical assistance and consultation to Company 24 hours per day, 7 days per week, 365 days per year. All support requests should be made using the contact solutions below:

Contact Bypass:

- Phone: 512-522-3810
 - Calls are answered 24 hours a day
 - Phone calls are often answered upon first dial or returned within 5 minutes.
- Email: support@bypassmobile.com
 - Emails are returned promptly within 4 hours.
- Real-Time Chat: <https://admin.bypassmobile.com>
 - Available Monday – Friday 9am-5pm CT.

Bypass representatives will record all error reports and coordinate responses in the following manner:

- For all reported errors, Bypass will assign a Unique Ticket Number.
- Calls, Emails, and Chats will be returned according to the Severity Levels indicated in Tables I - II below.
- Bypass may provide repairs by furnishing corrective software or site specific issue resolutions steps for Company's installation

Bypass Software Support Issue Management

An issue is defined as any obstacle that impedes daily business activities. This includes all hardware and software technical errors as well as educational needs that requires additional training provided from the Bypass Operations Team.

The Bypass Mobile Issue Management Process Objectives are:

- Minimize the impact of issues
- Minimize the duration of any related outages
- Manage issues within agreed-to time frames
- Reduce number of issues
- Prevent reoccurrence
- Perform trend analyses
- Assure performance of root cause analyses
- Maximize productivity of resources of both Bypass and Company
- Monitor and measure the service
- Automate tasks wherever possible

Your questions are evaluated on a daily basis to ensure products are functioning in the most optimal way for your business. After reporting a question to the Bypass support team, you will receive a unique ticket number allowing you to monitor the progress and resolution of your case.



Bypass Support in scope issues:

- o Live Event Support
- o Technical Issues
- o Usage Questions
- o Training Requests
- o Setup Needs
- o Feature Requests
- o Hardware Repair or Purchase
- o Onsite Support Requests

Before Contacting Bypass Support, please review the following:

Troubleshooting Steps

If you are experiencing hardware or software issues perform these steps before calling Bypass Support. If you are unable to resolve your issues with these steps please call: 24/7 Support Line- 512-522-3810 or click this link, <http://bypass-mobile.helpscoutdocs.com>, for more resources.

Bypass 10" Terminals:

Step 1: Power Cycle

Power on and off the device. Hold down the power button until the device shuts off. Wait 10 seconds after you see the black screen hold down the power button for 20 seconds or until the wake screen comes on with the Samsung Galaxy logo.

Step 2: Log Off and Log In

Locate the logout button in the top right hand corner of your application. When you are taken to the username and password screen, please complete the login process.

Step 3: Check Connections

Make sure the device you are using at the Location has a prominent connection to the network. If you are using WiFi, please make sure that the WiFi name (SSID) says "Connected". Swipe down from the top middle portion of the screen and you will see a WiFi icon appear on the top left hand corner. Press and hold the WiFi icon and it will take you to the WiFi connections page. If you are using a hardwired connection, choose "More Networks >>Ethernet and confirm it says Connected."

Step 4: Check Hardware

At the Location you are experiencing issues unplug all pieces of the hardware from the units and the power outlets. Wait 1 minute, then plug all the power cables back into devices and power outlets. Wait 10 seconds, then power on once more.



For 4" and 7" Handheld Devices:

Power Cycle:

Hold power button down until device fully shuts off and Samsung or Android logo appears.

Check Internet Connection:

Pull down from the top of the device and hold finger on the WiFi symbol. This action will take you to the WiFi connection settings. If a known good network can not be connected to, turn airplane mode on, wait 5 seconds, turn airplane mode back off. Attempt to reconnect to the network.

Confirm Volume Settings:

If the credit card swipe is not functioning on the device, unplug device from the headphone jack and plug device back in. Verify that the volume is turned all the way up on the device. To clean the card reader, take a piece of receipt paper and run the paper through the area where a card would swipe.

Gather Background Information

Bypass Mobile is an application software. To solve issues effectively, the software support specialist needs to have all of the relevant information about the issue. Your ability to answer the following questions will help us to solve your software issue.

- What version of software were you running when the issue occurred? Please include all relevant products, i.e.: operating system as well as related products. This can be found by logging into the Bypass application and navigating to the top right hand corner. If you are using a handheld, hit the three squares in the top right.
- Has the issue happened before, or is this an isolated issue?
- What steps led to the failure?
- Can the issue be recreated? If so, what steps are required?
- Have any changes been made to the system? (Hardware, Network, Operating Systems (OS), or software)
- Have any changes been made to systems integrated to Bypass Mobile (POS, Ticketing, Hardware, etc.)

Determine the Severity Level

Severity levels are determined during a mutual discussion by the client and support analyst, based on the business impact of the issue. If a client designated issue is classified as a Severity 1, Bypass will work on it without interruption until a resolution is achieved, provided the client is also available to work during those hours. Bypass can change the severity level of an issue if circumstances change from when it was first entered to match current business impact conditions.



Table I: Severity Level Definitions

Severity Level	DEFINITION
Severity Level 1 Call must be made to Bypass Support Line: 512-522-3810	Flow of Business has been stopped: System does not allow for: - All Orders to be placed - All Orders to be routed - All Orders to be Printed *If any issues are a result of venue network failure, responsible third parties will be notified immediately to provide resolution
Severity Level 2 Call must be made to Bypass Support Line: 512-522-3810	Business is significantly impacted but not stopped: -Partial hardware failure: - Printer - Cash Drawer - Scanner -Some orders not printing -Slow response times -Software downtime (freezing or random shutdowns) -Failure to generate necessary admin data
Severity Level 3 Issue can be reported via -call: 512-522-3810 -email: support@bypassmobile.com -chat: accessed on admin.bypassmobile.com	Business is impacted but acceptable temporary resolution is available: -Minimal software issue is reported but a workaround can be provided
Severity Level 4 Issue can be reported via -call: 512-522-3810 -email: support@bypassmobile.com -chat: accessed on admin.bypassmobile.com	Business flow is normal but non critical issue is reported: -Setup requested -Training requested -New hardware/software education required

Response SLA

Calls: Will be answered on the first ring or within 5 minutes

Chats: Will be answered within 30 seconds or less Monday-Friday 9am-5pm CT

Email: Will be answered within 4 hours or less

Table II: Response Times

Severity Level	Same Day Response	Temporary Resolution to Continue Business Flow	Final Resolution
1	5 minutes or less	ASAP	ASAP
2	5 minutes or less	ASAP	ASAP
3	4 hours or less	7 days	15 days
4	4 hours or less	15 days	30 days



Bypass Hardware Support

All Bypass hardware is guaranteed to be free of defect for a period of one (1) year from the date of installation. For any hardware failures due to defects in material or workmanship prior to the one (1) year anniversary of the installation date, Bypass will replace the product at no cost to the client (inclusive of all shipping costs).

For hardware failures reported AFTER the (1) year anniversary of the installation date, Bypass will provide new hardware at the current hardware price and all cost, including freight, will be borne by the Customer.

Hardware RMA Process:

- Return label will be provided to client within 24 hours of issue reported
- For Customers within the warranty period, replacement hardware will ship within 3 days of product arriving in office
- For Customers outside of the warranty period, the Account Manager will be notified and a quote for the replacement hardware will be issued.
- If immediate hardware is required due to an impending event schedule, an appropriate timeline will be established between Bypass and Customer based hardware availability.

Bypass Software Support

Bypass will correct any malfunction, defect or non-conformity in the software provided hereunder following telephonic notification by Company to Bypass of any such malfunction, defect or nonconformity which prevents the software from performing substantially in accordance with the Documentation, and such other warranties, descriptions and specifications as may be set forth herein or in a Schedule.

On-site Service

If in the reasonable determination of Company, any malfunctions, defect or nonconformity cannot be satisfactorily corrected through such telephone communication, Bypass agrees to respond by having at least one Company representative trained on the Bypass Mobile software suite at the Installation Site as soon as reasonably feasible for on-site assistance provided that Bypass agrees that on-site assistance is required.

In scenarios where Company requests onsite service where onsite service is not deemed required, Bypass will provide this service at the rate found in the table below which is based on the number of days onsite. The rates below are inclusive of all reasonable travel expenses. On-site service must be pre-approved in writing using the standard Bypass quoting process.

Number of Days Onsite	Daily Rate (inclusive of T&E)
1	\$1550.00
2-3	\$1100.00
4+	\$850.00

RESOLUTION NO. 16-254

A RESOLUTION AUTHORIZING AN AGREEMENT WITH BYPASS MOBILE LLC. FOR PROVISION OF EQUIPMENT AND PROFESSIONAL SERVICES FOR THE PURCHASE AND IMPLEMENTATION OF A POINT OF SALE SYSTEM.

WHEREAS, the City of Casper desires professional services to purchase and implement a point of sale system at the Casper Events Center; and,

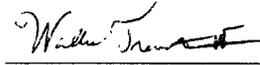
WHEREAS, ByPass Mobile LLC., is able and willing to provide said services.

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, an agreement with ByPass Mobile LLC., for services related to the purchase and implementation of a point of system, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement in an amount not to exceed One Hundred Six Thousand and Ninety Four Dollars (\$106,094).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

October 13, 2016

MEMO TO: V.H. McDonald, CPA, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: County Plat Approval, Salt Creek Heights Business Center – Phase 4

Recommendation:

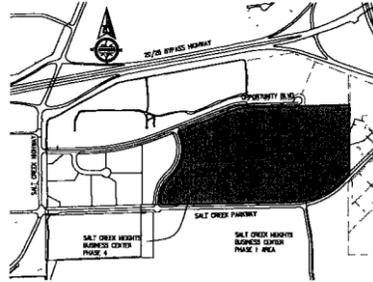
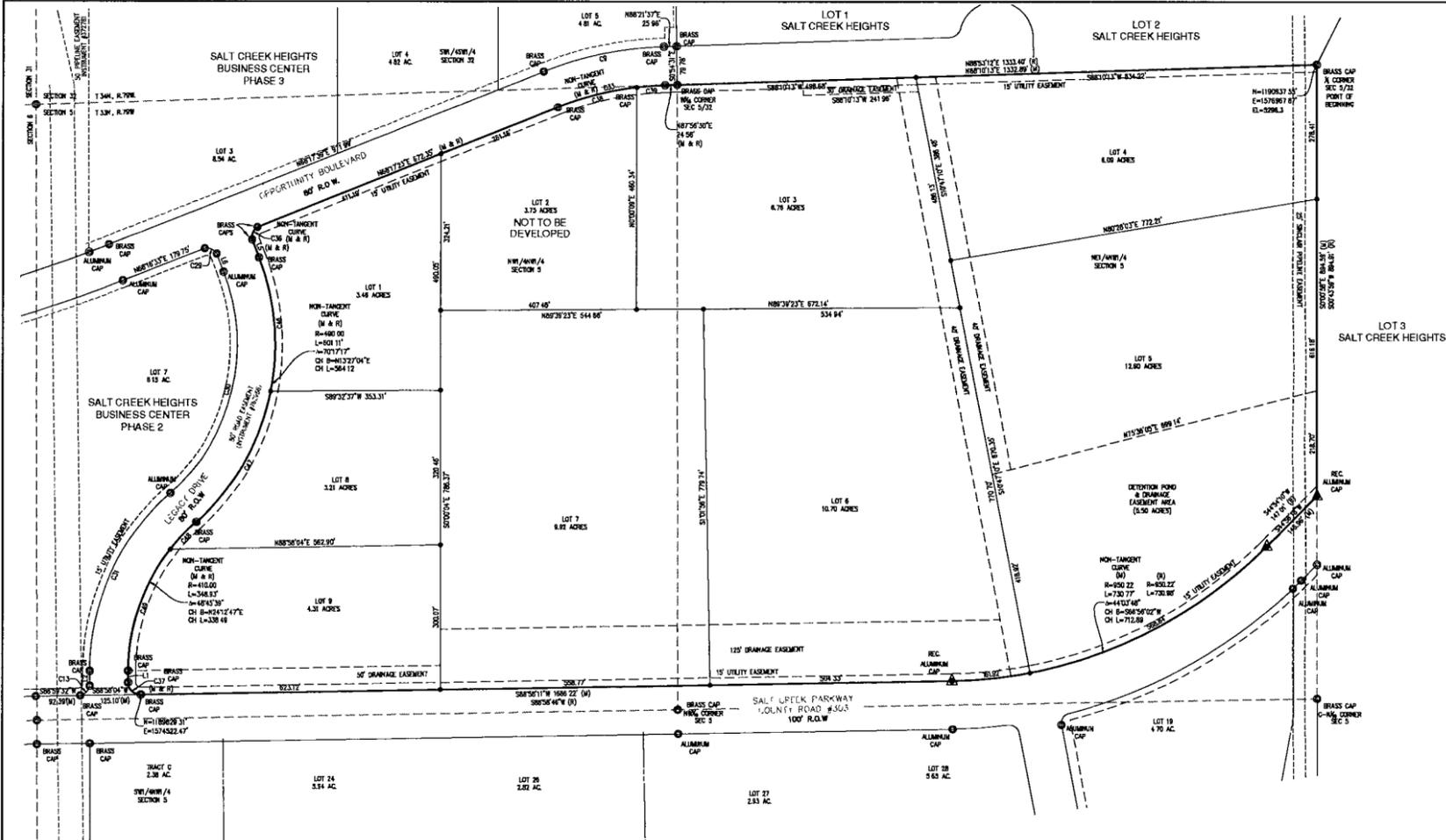
That Council, by resolution, approve a County plat within one (1) mile of the Casper City limits, creating the Salt Creek Heights Business Center – Phase 4.

Summary:

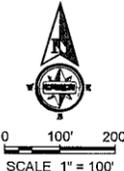
Application has been made by the Amoco Reuse Agreement Joint Powers Board for County plat approval of the proposed Salt Creek Heights Business Center – Phase 4. The proposed Salt Creek Heights Business Center – Phase 4 encompasses approximately 60.58 acres, and is creating ten (10) lots. The area is being developed as an industrial park under County jurisdiction. Water and sewer are provided by the City of Casper.

Pursuant to W.S. 34-12-103, all plats located within one (1) mile of the boundary of any city or town must be approved by said city or town prior to the filing and recording of the plat with the county clerk. The purpose of the extra-territorial jurisdiction afforded to cities and towns by Wyoming State Statutes is to ensure that development that occurs on the fringes of a community is designed and constructed in a manner that is consistent with the standards and specifications of the municipality. As growth occurs, and county subdivisions on the fringes are absorbed, problems can occur when those subdivisions are not designed according to the minimum standards of the municipality. In this case, the width of all the right-of-ways exceeds City requirements, and all lots have direct access to a platted street. Although the County's construction and design standards for public infrastructure differ from the City's standards, prior to any future annexation of the area the public improvements would be required to be brought up to City standards as a condition of accepting the area into the City.

A Resolution has been prepared for Council's consideration, authorizing the Mayor to sign the plat creating Salt Creek Heights Business Center – Phase 4.



CURVE #	CURVE TABLE				LINE TABLE	
	RADIUS	ARC LENGTH	DELTA	CH B	CH L	Length
C1	740.15	236.35	102°13'	576.14	255.27	24.14
C13	25.07	29.66	68°28'20"	14.16	28.13	31.01
C20	25.07	30.15	69°55'36"	14.40	28.33	40.07
C29	410.07	502.83	70°16'53"	11.72	471.98	40.07
C31	480.07	417.07	48°43'58"	52.42	404.58	
C33	860.18	228.83	19°32'08"	107.14	227.78	
C35	25.07	30.11	69°50'44"	14.23	28.32	
C37	25.07	30.70	80°59'44"	14.43	35.66	
C38	860.18	170.57	14°48'14"	57.52	170.08	
C39	860.18	58.30	5°03'54"	58.30	58.34	
C46	490.07	282.36	32°02'31"	107.02	278.68	
C47	460.07	318.53	37°44'45"	102.38	312.93	
C48	410.07	77.84	10°52'36"	54.30	77.72	
C49	410.07	271.09	37°53'00"	51.48	266.18	



- LEGEND**
- ▲ SET BRASS CAP
 - SET MONUMENT 3/8\"/>



CERTIFICATE OF DEDICATION

STATE OF WYOMING } SS
COUNTY OF NATRONA

THE AMOCO REUSE AGREEMENT JOINT POWERS BOARD DOES HEREBY CERTIFY THAT THEY ARE THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED PARCELS OF LAND BELIEVE WITH A PORTION OF THE HIGHWAYS AND THE BOUNDARIES OF SECTION 5, T.33N., R.79W., 8TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 5, ALSO BEING THE NORTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING.

THENCE S04°58'18\"/>

THE TRACTS OF LAND, AS THEY APPEAR ON THIS PLAN, ARE DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "SALT CREEK HEIGHTS BUSINESS CENTER - PHASE 4" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AND "DRAINAGE EASEMENT" AS SHOWN ON THIS PLAN. "SALT CREEK PARKWAY", "LEGACY DRIVE" AND "OPPORTUNITY BOULEVARD" AS SHOWN ON THIS PLAN, "SALT CREEK PARKWAY", "LEGACY DRIVE" AND "OPPORTUNITY BOULEVARD" AS SHOWN HEREON HAVE PREVIOUSLY BEEN DEDICATED TO THE USE OF THE PUBLIC.

APPROVALS

APPROVED BY THE NATRONA COUNTY PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2016

ATTEST _____ COUNTY CLERK _____ PLANNING COMMISSION CHAIRMAN

APPROVED BY THE NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 2016

ATTEST _____ COUNTY CLERK _____ CHAIRMAN OF THE BOARD

APPROVED BY THE CITY COUNCIL OF THE CITY OF CASPER, WYOMING BY RESOLUTION NO. _____ DULY PASSED, ADOPTED AND APPROVED THIS _____ DAY OF _____, 2016

ATTEST _____ CITY CLERK _____ CITY OF CASPER MAYOR

APPROVED BY THE CITY COUNCIL OF THE TOWN OF MILLS, WYOMING BY RESOLUTION NO. _____ DULY PASSED, ADOPTED AND APPROVED THIS _____ DAY OF _____, 2016

ATTEST _____ TOWN CLERK _____ TOWN OF MILLS MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2016 _____ COUNTY DEVELOPMENT DIRECTOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2016 _____ COUNTY HEALTH DEPARTMENT

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2016 _____ COUNTY SURVEYOR

AMOCO REUSE AGREEMENT JOINT POWERS BOARD
2435 KING BOULEVARD, SUITE 300
CASPER, WYOMING 82404

JERAD STACK - CHAIRMAN AMOCO REUSE AGREEMENT JOINT POWERS BOARD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JERAD STACK, CHAIRMAN OF THE AMOCO REUSE AGREEMENT JOINT POWERS BOARD, THIS _____ DAY OF _____, 2016

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC

- NOTES**
1. ERROR OF CLOSURE EXCEEDED 1:2,225:111
 2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86 CITY OF CASPER DATUM SYSTEM.
 3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 0°40'17.43\"/>

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 PLAN WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN MAY, 2015, AND THAT THIS PLAN, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. CURVES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER DATUM 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 _____, 2016.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC

**PLAT OF
SALT CREEK HEIGHTS
BUSINESS CENTER - PHASE 4**

A SUBDIVISION OF PORTIONS OF
THE HIGHWAYS AND HIGHWAYS OF
SECTION 5, T.33N., R.79W., 8TH P.M.
NATRONA COUNTY, WYOMING
DECEMBER, 2015

RESOLUTION NO. 16-255

A RESOLUTION APPROVING A NATRONA COUNTY PLAT,
"SALT CREEK HEIGHTS BUSINESS CENTER – PHASE 4"

WHEREAS, application has been made for County subdivision approval of the Salt Creek Heights Business Center – Phase 4 plat, comprising 60.58-acres, more or less, and creating eleven (11) lots; and,

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

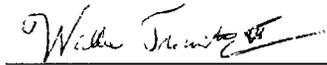
WHEREAS, the Salt Creek Heights Business Center – Phase 4 is located within one (1) mile of the City of Casper; and,

WHEREAS, it is the desire of the Casper City Council to approve the Salt Creek Heights Business Center – Phase 4.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving and authorizing the Mayor to sign the plat of the Salt Creek Heights Business Center – Phase 4.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2016

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

October 24, 2016

MEMO TO: V.H. McDonald, City Manager
FROM: Liz Becher, Community Development Director *lb*
Joy Clark, Community Development Technician *gc*
SUBJECT: Release of Mortgage Deed of Christine L. Robertson

Recommendation:

That Council, by resolution, authorize the release of the following mortgage deed:

Lot 5, Block 4, University Park Addition to the City of Casper, Natrona County, Wyoming. (247 N. Nebraska.)

Summary:

The above homeowner received a rehabilitation loan through the City's Housing and Community Development Block Grant Housing Rehabilitation Program. The loan was secured by a mortgage deed and recorded in the Office of the County Clerk, Natrona County, Wyoming on December 21, 2006. The terms and conditions of the loan have been completed and the mortgage deed needs to be released.

To remove the mortgage against the property title, it is necessary that the City officially release the mortgage deed in the amount of \$2,964.00.

A resolution has been prepared for Council's consideration.

Release of Real Estate Mortgage

The City of Casper, Wyoming, of the County of Natrona, and State of Wyoming, whose principal office is located at 200 North David, Casper, Wyoming, hereby certifies that a mortgage bearing the date of the 10th day of December, A.D. 2006, made and executed by Christine L. Robertson, as mortgagor, to the City of Casper, Wyoming as mortgagee, conveying certain real estate therein mentioned as security for the payment of Two Thousand Nine Hundred Sixty Four Dollars (\$2,964.00) as therein stated, which mortgage was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Natrona County, State of Wyoming, on the 21st day of December, 2006, as Instrument No. 808257, and mortgaging the following described real estate in said County, to wit:

Lot 5, Block 4, University Park Addition to the City of Casper, Natrona County, Wyoming.

is, with a note secured thereby, and the aforementioned debt, fully paid, satisfied, released and discharged.

APPROVED AS TO FORM:



WITNESS MY hand this ___ day of _____, 20_____.

Signed, Sealed and Delivered in the presence of:

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

STATE OF WYOMING)

)

COUNTY OF NATRONA)

This instrument was acknowledged before me on this ___ day of _____, 2016 by Daniel Sandoval as Mayor of the City of Casper.

Notary Public

My Commission Expires:

RESOLUTION NO. 16-256

A RESOLUTION AUTHORIZING
THE RELEASE OF A MORTGAGE DEED.

WHEREAS, Christine L. Robertson, in 2006, took a loan under the Housing Rehabilitation Loan Program through the City of Casper for the total principal sum of Two Thousand Nine Hundred Sixty Four Dollars (\$2,964.00); and,

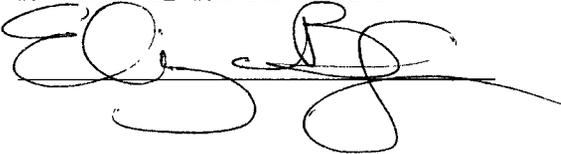
WHEREAS, said loan was secured by a mortgage deed, dated December 10, 2006, which granted the City of Casper a lien for said debt against Lot 5, Block 4, University Park Addition to the City of Casper, Natrona County, Wyoming; and,

WHEREAS, the loan has been paid in full, and above said Mortgage Deed should now be discharged and released.

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, "Release of Real Estate Mortgage" for the release of the above described Mortgage Deed.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

October 25, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Kenneth King, Fire Chief 

SUBJECT: Authorizing a contract to relocate the Fiber Optics from the current Fire Station #6 to New Fire Station #6

Recommendation:

That Council, by resolution, authorize a contract amendment with Charter Communications, Inc., in an amount not to exceed \$44,258, to relocate the leased fiber optic cabling from the current Fire Station #6 to the new Fire Station #6.

Summary:

The City entered into a 20-year lease agreement in 2006 with (at that time) Bresnan Communications for fiber optic cabling between City Hall and 10 other City facilities, including each of the fire stations. Two amendments have been added to the agreement for the relocation of Fire Stations #2 and #3. With the move of Fire Station #6, data services will be required at the new facility. Previous cost estimates to add a completely new line, instead of migrating the existing one, were in excess of \$130,000. Additionally, leased services through the cable or phone companies average more than \$25,000 per year. Therefore, staff recommends proceeding with the option to have Charter Communications relocate the existing fiber from the location of 270 Valley Drive to the new Fire Station #6 located at 175 Valley Drive.

Funds in the amount of \$44,258 for this effort will come from Fire Station #6 Optional One Cent #15 Sales Tax funds.

A resolution and contract amendment has been prepared for Council's approval.

**AMENDMENT NO. 3 TO THE CONTRACT
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this ____ day of _____, 2016, by and between the following parties:

1. The City of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.

2. Bresnan Communications, LLC, by Charter Communications, Inc., (“Company”), 12405 Powerscout Drive, St. Louis, MO 63131.

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

RECITALS

A. On December 19, 2006, the City and Contractor entered into a *Contract for Professional Services* (“Contract”) for City use of Company owned fiber to connect various points identified by City.

B. One of the fiber connection points under the Contract was City Fire Station No. 6, which is located at 270 Valley Drive in Casper, Wyoming.

C. City Fire Station No. 6 is moving to a new location in Casper, Wyoming, 185 Valley Drive, and the fiber segment connection to it also needs to move.

D. Company is willing and able to move the fiber connection to City Fire Station No. 6 to the new location.

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 EXHIBIT “A”.

The address for the segment end point for Fire Station No. 6 (which is set forth on Exhibit A, page 20 of 28 of the Contract) is hereby changed from 270 Valley Drive to 185 Valley Drive. Company shall perform all work necessary to move the fiber

connection for Fire Station No. 6 to its new location at 185 Valley Drive in Casper, Wyoming by the date shown in Section 3 of this Amendment.

3. TIME OF PERFORMANCE:

The services of the Company shall be undertaken and completed on or before the 30th day of April, 2017.

4. COMPENSATION:

In consideration of the performance of services rendered under this Amendment, the Company shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum payment of Forty-Four Thousand Two Hundred Fifty-Eight Dollars (\$44,258).

5. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from Company for services rendered in conformance with the Contract Amendment, and following approval by the Casper City Council. Company shall submit with the invoice a voucher for payment specifying that it has performed the services rendered under this Contract Amendment, in conformance with the Contract Amendment, and that it is entitled to receive the amount requested under the terms of the Contract Amendment.

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

6. 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 T...

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

WITNESS

CONTRACTOR
Bresnan Communications, LLC
By: Charter Communications, Inc., its Manager

By: _____

By: Joseph Romano

Printed Name: _____

Printed Name: JOSEPH ROMANO

Title: _____

Title: SR DIRECTOR OF CLIENT SERVICES

RESOLUTION NO. 16-257

A RESOLUTION AUTHORIZING A CONTRACT AMENDMENT WITH BRESNAN COMMUNICATIONS, LLC TO MOVE A FIBER CONNECTION TO 185 VALLEY DRIVE.

WHEREAS, the City of Casper desires to move the fiber connection for City Fire Station 6; and,

WHEREAS, Bresnan Communications, LLC is willing and able to provide such service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 3 to the Contract for Professional Services with Bresnan Communications, LLC for services related to the relocation of the fiber optic connection.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement in an amount not to exceed Forty-Four Thousand Two Hundred Fifty-Eight Dollars (\$44,258).

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

October 11, 2016

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: Change Order No. 1 with Wyoming Machinery Company
Casper Events Center Emergency Generator, Project No. 15-49

Recommendation:

That Council, by resolution, authorize Change Order No. 1 (CO1) with Wyoming Machinery Company for the Casper Events Center (CEC) Emergency Generator, Project No. 15-49, in the amount of \$11,963.00 and for a time extension of forty-five (45) days.

Summary:

Wyoming Machinery Company is under contract to install two (2) backup power generators at the CEC. The new emergency power will allow the CEC to operate under power outages during scheduled events, maintaining the Events Center's ability to serve as a shelter during local and state emergencies such as floods and natural disasters.

The generator sets were designed to be installed near the CEC back-of-house service area. During construction, it was found that water and gas utilities were closer to the generator sets than anticipated. CO1 will include the relocation of the generator sets to accommodate proper clearances from the water and gas utilities for maintenance. This includes additional generator trenching/cabling, concrete work, fencing and an additional forty-five (45) days.

Engineering Design Associates (EDA) is under contract for design and construction administration services related to the project. EDA and City staff have reviewed the work, pricing and time extension request of CO1 and recommend approval.

Funding for CO1 will be from contingency funds established for the project. CO1 reduces contingency funds to \$12,037 and increases the contract amount to \$486,064.02.

The Change Order and resolution are prepared for Council's consideration.

CITY OF CASPER
CHANGE ORDER

NO. 1

PROJECT: Casper Events Center Emergency Generator Project
10/7/2016
Project No. 15-49

DATE OF ISSUANCE:

OWNER: City of Casper, Wyoming

CONTRACTOR: Wyoming Machinery

ARCHITECT/ENGINEER: Engineering Design Associates

You are directed to make the following changes in the Contract Documents:

Description: Relocate the 2 generator sets to the south to avoid the existing main water line by 15' as detailed on Sheet E-1R. All references to the proposed fire hydrant location are deleted. Generators will also be shifted 3' to the west to avoid the existing main natural gas line.

Attachments:

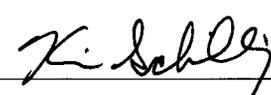
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>474,101.02</u>	Original Contract Time: (days or date) Substantial completion: <u>October 7, 2016</u> ; Final completion: <u>October 14, 2016</u>
Previous Change Orders No. <u>---</u> to <u>---</u> : \$ <u>0</u>	Net change from previous Change Orders (days): <u>--0--</u> (days): <u>--0--</u>
Contract Price prior to this Change Order: \$ <u>474,101.02</u>	Contract Time prior to this Change Order: Substantial completion: <u>October 7, 2016</u> ; Final completion: <u>October 14, 2016</u>
Net Increase/Decrease change of this Change Order: \$ <u>11,963.00</u>	Net Increase/Decrease of this Change Order: (days) <u>-- 45 --</u>
Contract Price with all approved Change Orders: \$ <u>486,064.02</u>	Contract Time with all approved Change Orders:(date) Substantial completion: <u>November 21, 2016</u> Final completion: <u>November 28, 2016</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 
Levi Heinrich

BY: 
CO-1

BY: _____

Alex Sveda

From: Kevin Schilling <kschilling@edaengineering.com>
Sent: Friday, October 07, 2016 10:28 AM
To: Alex Sveda
Subject: RE: Casper Events Center Updates
Attachments: CEC Generator Project CO 1.pdf

Alex,

After review of this latest iteration of the COR to relocate the Generators due to the existing water line, I would recommend that the proposal cost be accepted and that the completion date be extended 45 days due to the delays incurred with processing this COR.

I am making this recommendation in order to get the project moving again. The proposed cost for a couple of the items on the breakdown list still seem to be a little high and we still have not received the detailed breakdown as required in the specifications for those items that we had requested, but the total proposed cost appears to be right at the upper limit of what we had anticipated.

I also feel that an additional 45 days should be more than adequate for the Contractor to complete the project. But, in order for them to be able to begin the concrete work, we would still need to see the concrete mix submittal.

I am attaching a completed change order form to be forwarded to Wyoming Machinery if you agree.

Please let me know if you have any questions.

Thanks,

KEVIN SCHILLING, P.E.
ENGINEERING DESIGN ASSOCIATES
1607 CY Ave, Ste 303, Casper, WY 82604
(Ph) 307-266-5033 (Fx) 307-234-3805

From: Levi N Heinrich [mailto:LNHeinrich@wyomingcat.com]
Sent: Thursday, October 6, 2016 4:30 PM
To: Alex Sveda; Kevin Schilling
Subject: RE: Casper Events Center Updates

Guys,

Please find the revised COR attached along with a formal letter for extension of the project dead line. This COR includes the credit for 1 bollard, as that bollard will no longer be in our scope of work. The COR is for the all concrete plan, **If you decide to go with the W-base plan, please subtract \$726.00 from the total which will bring you to \$11,227.00 total.** If W-base is used, there will be no warranty for the concrete work bordering the W-base. It is very likely that the ingress of water along with the freeze/ thaw cycle will cause the concrete to shift and crack. We highly recommend installing concrete in all areas.

Please take note of the following:



Wyoming Machinery Company
5300 West Old Yellowstone Hwy.
Casper, WY 82601
307-472-1000
www.wyomingcat.com

Mr. Alex Sveda
Engineer
City of Casper Engineering Office
200 N. David Street
Casper, WY 82601

Dear Mr. Sveda:

Wyoming Machinery Company would like to formally request an extension on the Casper Events Center Emergency Generator Project, City of Casper Project No. 15-49. We request that an extension of 63 days be granted in order to substantially complete the project given the length of the current project shut down. This would make the new substantial completion date December 8th 2016. We do not anticipate project completion to take the full amount of time requested. However, due to the time of year we cannot rule out delays due to extreme winter weather.

Sincerely,
Levi Heinrich
Project Manager

RESOLUTION NO. 16-258

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH WYOMING MACHINERY COMPANY FOR THE CASPER EVENTS CENTER EMERGENCY GENERATOR, PROJECT NO. 15-49.

WHEREAS, Wyoming Machinery Company, is performing services under the terms of an agreement with the City of Casper for the Casper Events Center Emergency Generator, Project No. 15-49; and,

WHEREAS, the City of Casper desires additional work to relocate the new generator sets to accommodate future maintenance of nearby utility services and a time extension of forty-five (45) days added to the project's original final completion date;

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 Change Order No.1 to the agreement between the City of Casper and Wyoming Machinery Company, for performing additional work related to the Casper Events Center Emergency Generator, Project No. 15-49, for a price increase in the amount of Eleven Thousand Nine Hundred Sixty-Three and 00/100 Dollars (\$11,963.00) and a time extension of forty-five (45) days.

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, for a total revised contract amount of Four Hundred Eighty-Six Thousand Sixty-Four and 02/100 Dollars (\$486,064.02).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

Tracy L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

October 25, 2016

MEMO TO: V.H. McDonald, City Manager
FROM: Andrew B. Beamer, P.E., Public Services Director
SUBJECT: License Agreement with Advanced Communication Technologies, LLC
Installation of Buried Fiber Optic Cable Infrastructure

Recommendation:

That Council, by resolution, authorize a license agreement with Advanced Communication Technologies, LLC (ACT), to install buried fiber optic cable infrastructure within City-owned right-of-way, in the amount of \$5,000 per year.

Summary:

ACT requests the City's permission to install underground fiber optic cable infrastructure within City right-of-way and property. Installation will occur along North Poplar Street by JC's Way and the North Platte Park water tank, near the Casper Events Center, and along Walsh Drive from the Post Office Road to East 8th Street.

Provisions in the license agreement call for ACT to be responsible for all costs associated with construction and maintenance of the facilities and appurtenances, and restoration of the property should the license agreement be revoked. ACT has also agreed to pay a \$5,000 annual fee for the license. ACT entered into a similar license agreement in 2015 at which time the \$5,000 fee was established.

A resolution is prepared for Council's consideration.

**REVOCABLE LICENSE AGREEMENT
BETWEEN
ADVANCED COMMUNICATION TECHNOLOGIES, LLC (ACT)
AND
CITY OF CASPER
FOR
INSTALLATION OF BURIED FIBER OPTIC CABLE
INFRASTRUCTURE**

The CITY OF CASPER, WYOMING, 200 North David, Casper, Wyoming, hereinafter called the "Licensor," HEREBY GRANTS A REVOCABLE LICENSE to ADVANCED COMMUNICATION TECHNOLOGIES, LLC (ACT), 290 N. Brooks Street, Sheridan, Wyoming 82801, hereinafter called the "Licensee," to construct, alter, operate, maintain, inspect, repair, replace, and remove underground fiber optic cable infrastructure, hereinafter called the "Facility," located upon the following-described land situated in the City of Casper, County of Natrona, State of Wyoming, to-wit:

(See attached Exhibit "A" consisting of two (2) pages and Exhibit "B" consisting of eleven (11) pages)

THIS LICENSE is granted upon such express terms and conditions as are hereinafter set forth, and should the Licensee at any time violate any of the said terms and conditions, the Licensor, at its option, may immediately revoke this License; provided, however, Licensor first gives notice to Licensee of the alleged violation and provides to Licensee a reasonable opportunity to cure or rectify the alleged violation.

THIS LICENSE is subject to the following conditions:

1. The work of constructing, altering, maintaining, repairing, replacing or removing the Facility hereinabove referred to shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee, and in accordance with good construction practice and the applicable City of Casper Standard Specifications. The Licensee's responsibility shall include, but not be limited to, restoring all surfaces to the same condition they were in prior to the construction authorized by this License. The Licensor reserves the right to, but need not, inspect such work in order to ensure compliance with said standards. Such work of construction, alteration, maintenance, repair, replacement or removal of the Facility shall be done in such a manner as to not unreasonably interfere with the use of the licensed premises by the Licensor and the general public and in such manner as to in no way endanger the general public in the use of said premises.
2. The annual fee for said License shall be Five Thousand Dollars (\$5,000), to be paid in a lump sum to the City of Casper Finance Department, 200 North David Street, Casper,

Wyoming, on or before January 1 of each year in which this license shall be in effect. Licensee hereby acknowledges the title of Licensor to the above described licensed premises, and agrees never to sell, resist, deny or encumber any such title.

3. Licensee agrees to indemnify the Licensor, its elected officials, appointed officials, employees, and duly authorized agents against, and save them harmless from, all liability for damages to property, or injury to, or death of, persons, including the Licensor, its agents and employees, and including all costs and expenses incident thereto arising wholly or in part from, or in conjunction with, existence, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use, or removal of the said Facility, to the extent such damage or injury is caused by the acts of Licensee, its agents or employees.
4. The Licensor reserves the right to use, occupy, and enjoy the Facility in such a manner and at such times as it shall desire, the same as if this instrument had not been executed by them. If any such use shall, at any time, necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee within a reasonable time at the sole expense of said Licensee, upon the demand of the Licensor and the Licensor shall not be liable to said Licensee on-account thereof, or on account of any damage growing out of any use which the Licensor may make of its Facility. In addition to its right to revoke this License for cause, the Licensor shall have the right, at any time, to revoke this License without cause upon giving of **not less than sixty (60) days** notice in writing to the said Licensee, and at the expiration of the time limited by said notice or upon the express revocation of this License for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the City Council, through the City Manager, remove the Facility and each and every part thereof hereby authorized, from the licensed premises and leave said premises in the same condition in which it was before the installation of the Facility. If the Facility, or any portion thereof, is not removed within sixty (60) days of the receipt of the notice, or such additional time as may be granted in writing by the Licensor, then the Facility, or any part thereof, shall be considered to be abandoned and shall become the property of the Licensor. Upon the refusal or failure of Licensee to remove the Facility, when directed, the Licensor may remove said Facility, and each and every part thereof, and restore the premises to the same condition as before the granting of this License and the Licensee hereby agrees to pay the Licensor the cost of said removal of the Facility or any part thereof.
5. In the event the Facility is conveyed to another party, this License may also be assigned to said party, and upon said assignment said party shall become entitled to all of the rights and privileges granted and shall assume all of the obligations and duties herein provided.
6. This License is granted to Licensee subject to all existing easements, rights-of-way, covenants, restrictions and reservations.

7. LICENSOR DOES NOT WARRANT OR REPRESENT THAT THE PREMISES ARE SAFE, HEALTHFUL, OR SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE PERMITTED TO BE USED UNDER THE TERMS OF THIS LICENSE, AND LICENSEE ACCEPTS THE LICENSED PREMISES "AS IS".

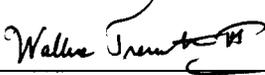
8. GOVERNMENTAL CLAIMS ACT

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

9. This Agreement contains the entire contract between the parties hereto, the terms hereof may not be modified in any respect whatsoever unless in writing by both parties under the signature of the duly authorized representative of Licensor.

IN WITNESS WHEREOF, the CITY OF CASPER, WYOMING, has caused this License to be executed on the ____ day of _____, 2016.

APPROVED AS TO FORM:
(ACT Underground Fiber Optic Cable Infrastructure)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

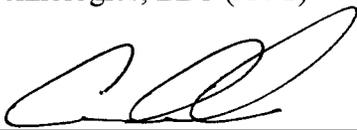
Daniel Sandoval
Mayor

THE UNDERSIGNED, the Licensee mentioned in the foregoing License, hereby accepts the same subject to the terms and conditions contained therein.

WITNESS:

Advanced Communication
Technologies, LLC (ACT)





Aaron Sopko
General Manager

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2016, by Daniel Sandoval, as the Mayor of the City of Casper, Wyoming.

Notary Public

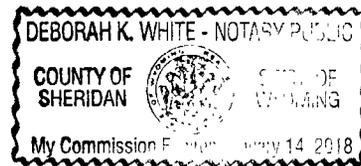
My commission expires: _____

STATE OF *Wyoming*)
) ss.
COUNTY OF *Sheridan*)

The foregoing instrument was acknowledged before me on the ^{*du*} 21st day of October, 2016, by ~~*Deborah K. White*~~ as the *General Manager* of ACT.
Aaron Sopko

Deborah K. White
Notary Public

My commission expires: *January 14, 2018*

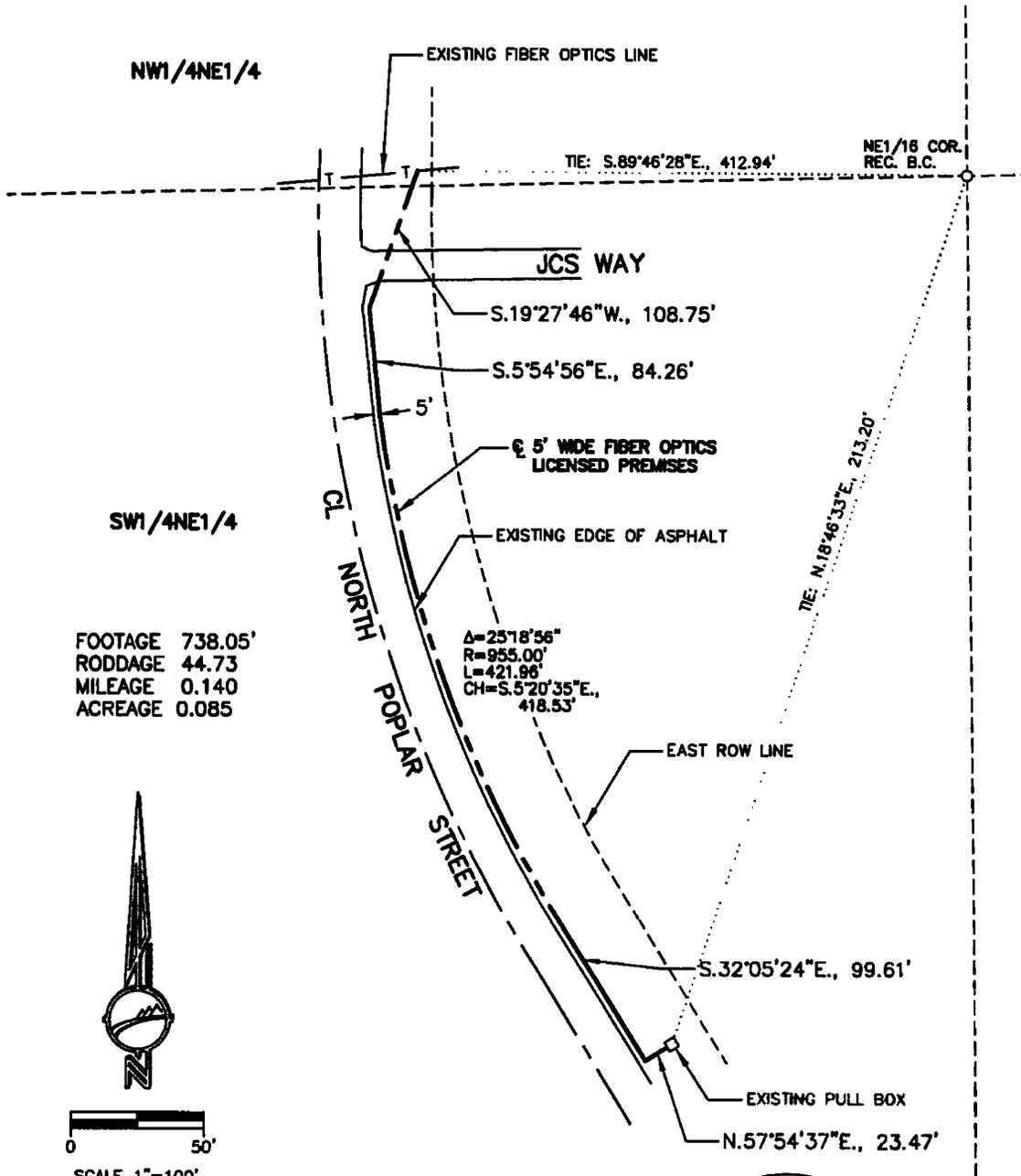


FOR

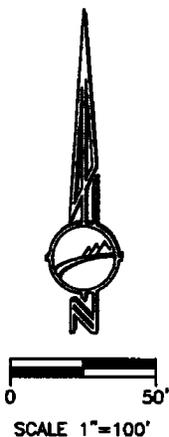
Client ACT Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

NW1/4NE1/4 &
 SW1/4NE1/4 Section 32, T. 34 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING

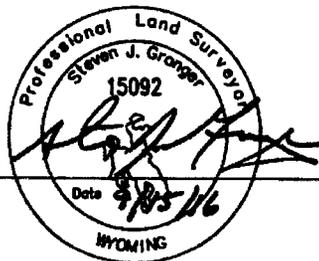


FOOTAGE 738.05'
 RODDAGE 44.73
 MILEAGE 0.140
 ACREAGE 0.085



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES-US SURVEY FOOT.

Date: 9/12/16
 W.O. No. 15967-05
 Drwn By: SJG
 Acad File: ACT 15967-05





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

September 12, 2016

Advanced Communications Technologies
290 N. Brooks St.
Sheridan, WY 82801

W.O. No.: 15967-05

Description: (5' Wide Licensed Premises-N. Poplar Street)

A Parcel and Strip being 5 feet in width located in and being a portion of the NW1/4NE1/4 and the SW1/4NE1/4, Section 32, Township 34 North, Range 79 West, of the Sixth Principal Meridian, Natrona County, Wyoming, lying 2.5 feet parallel and perpendicular on each side of the centerline being more particularly described as follows:

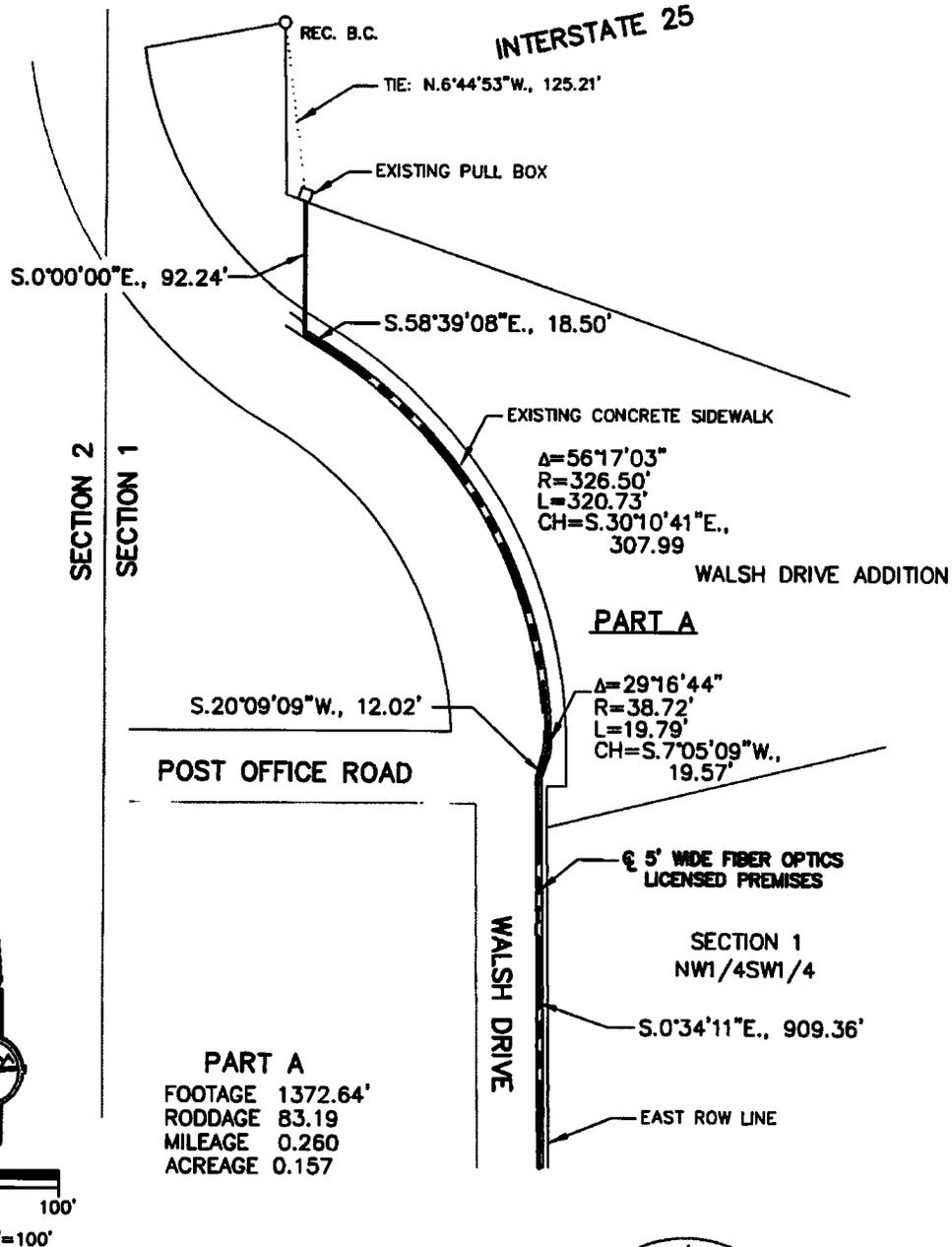
Beginning at the most northerly end of the centerline of said Parcel and Strip and a point in said NW1/4NE1/4, Section 32, and from which point the southeast corner of said NW1/4NE1/4, Section 32, bears S.89°46'28"E., 412.94 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip, into said SW1/4NE1/4, Section 32, S.19°27'46"W., 108.75 feet to a point; thence continuing along said centerline, S.5°54'56"E., 84.26 feet to a point of curvature; thence continuing along said centerline along the arc of a non-tangent curve to the left having a radius of 955.00 feet and through a central angle of 25°18'56", southeasterly, 421.96 feet and the chord of which bears S.5°20'35"E., and distance of 418.53 feet to a point of non-tangency; thence continuing along said centerline, S.32°05'24"E., 99.61 feet to a point; thence continuing along said centerline, N.57°54'37"E., 23.47 feet to the most southerly end of said Parcel and Strip and Point of Terminus, and from which point the northeast corner of said SW1/4NE1/4, Section 32, bears N.18°46'33"E., 213.20 feet, and said Parcel and Strip containing 0.085 acres, more or less, as set forth by plat attached hereto.



Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

Date: 9/12/16
 W.O. No. 15967-05
 Drwn By: SJG
 Acad File: ACT 15967-05

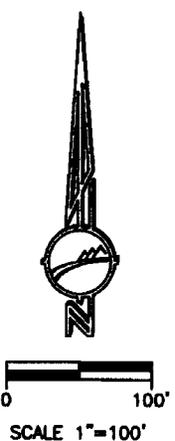
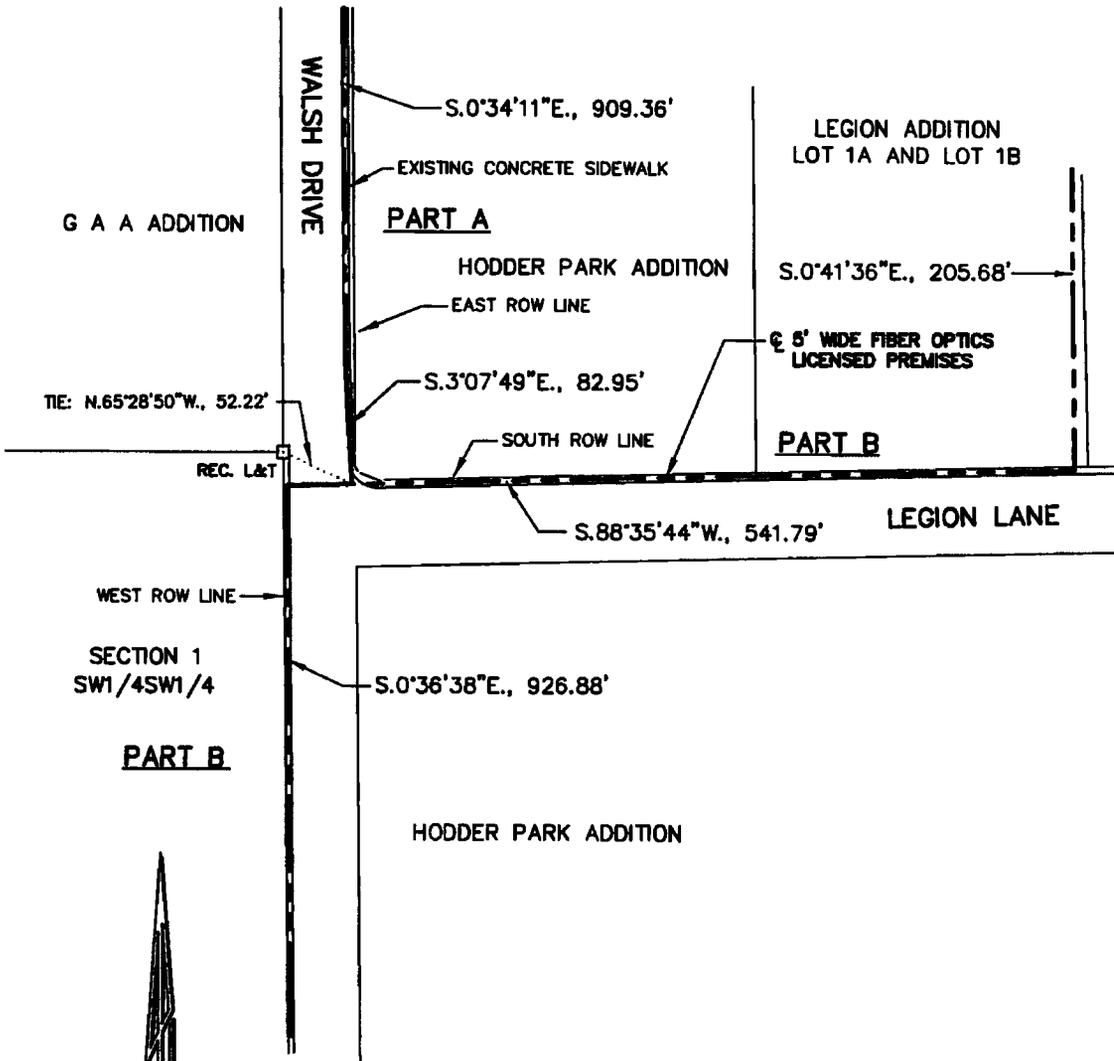


WLC ENGINEERING, SURVEYING AND PLANNING
200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

Date: 9/12/16
 W.O. No. 15967-05
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 Acad File: ACT 15967-05

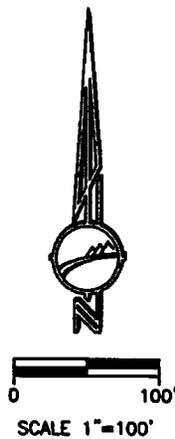
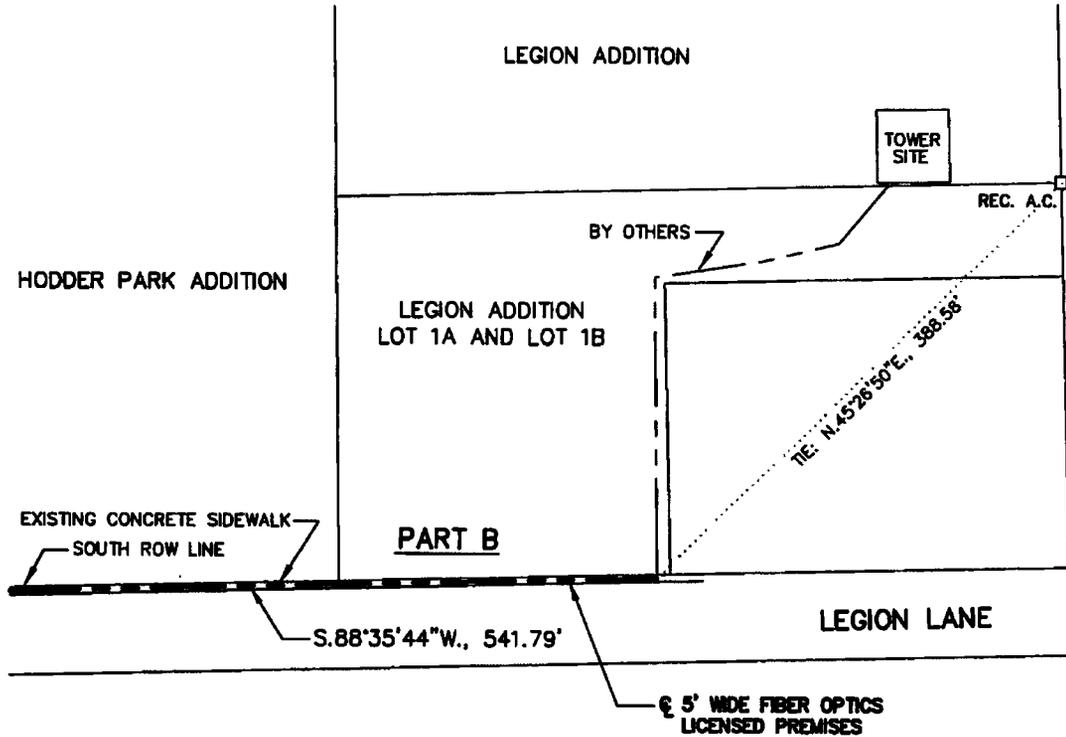
WLC ENGINEERING, SURVEYING AND PLANNING
200 PRONGHORN STREET, CASPER, WYOMING 82601

FOR

Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
Lot _____ Block _____ Subdivision _____
City CASPER County NATRONA State WYOMING



PART B
FOOTAGE 4472.85'
RODDAGE 271.08
MILEAGE 0.847
ACREAGE 0.513

BASIS OF BEARING
STATE PLANE COORDINATES NAD83/86
EAST CENTRAL ZONE
GROUND DISTANCES—US SURVEY FOOT.

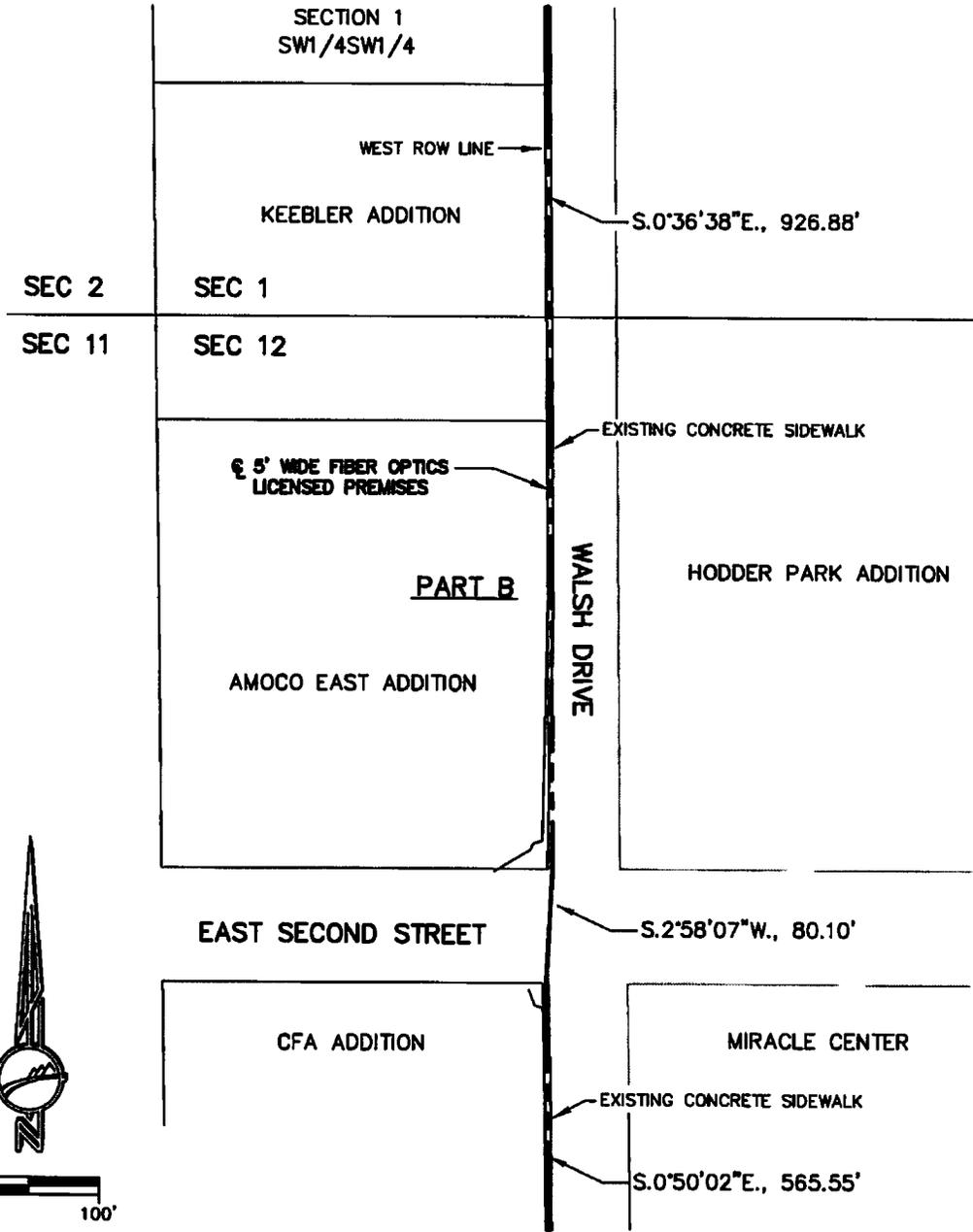
Date: 9/12/16
W.O. No. 15967-05
Drwn By: SJG
Acad File: ACT 15967-05

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

Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

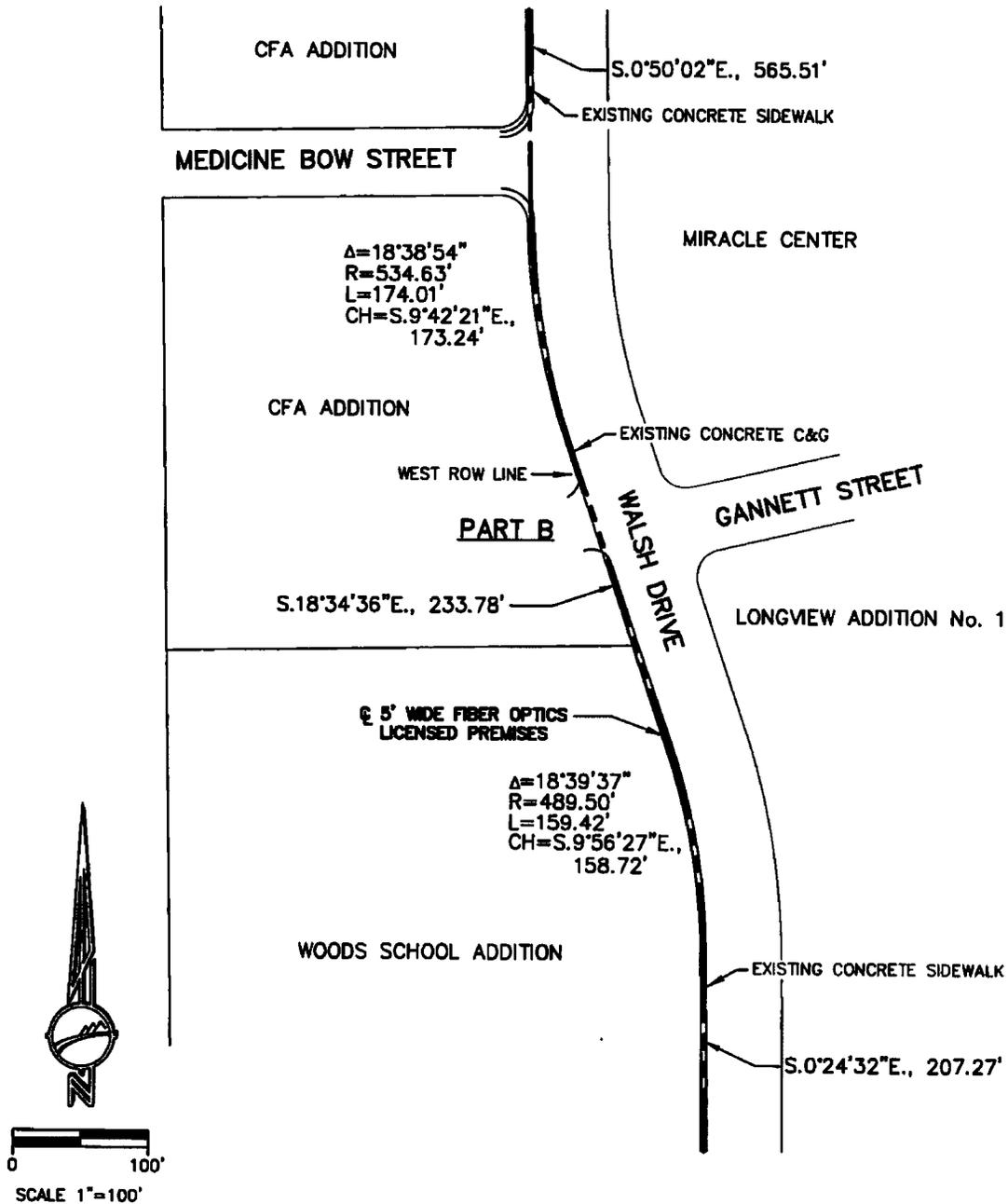
Date: 9/12/16
 W.O. No. 15967-05
 Drwn By: SJC
 Acad File: ACT 15967-05

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

Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

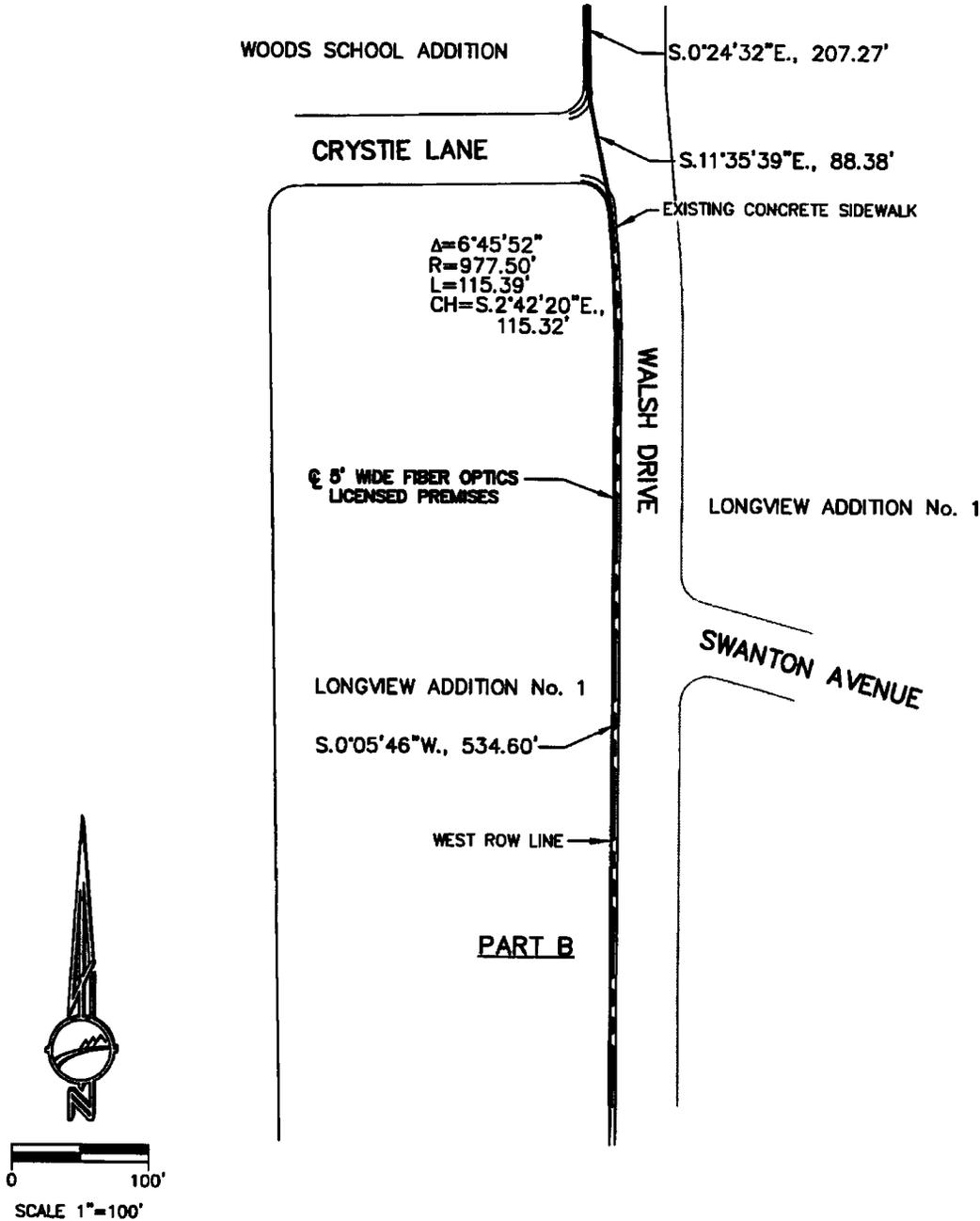
Date: 9/12/16
 W.O. No. 15967-05
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 Acad File: ACT 15967-05

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

Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
Lot _____ Block _____ Subdivision _____
City CASPER County NATRONA State WYOMING



BASIS OF BEARING
STATE PLANE COORDINATES NAD83/86
EAST CENTRAL ZONE
GROUND DISTANCES—US SURVEY FOOT.

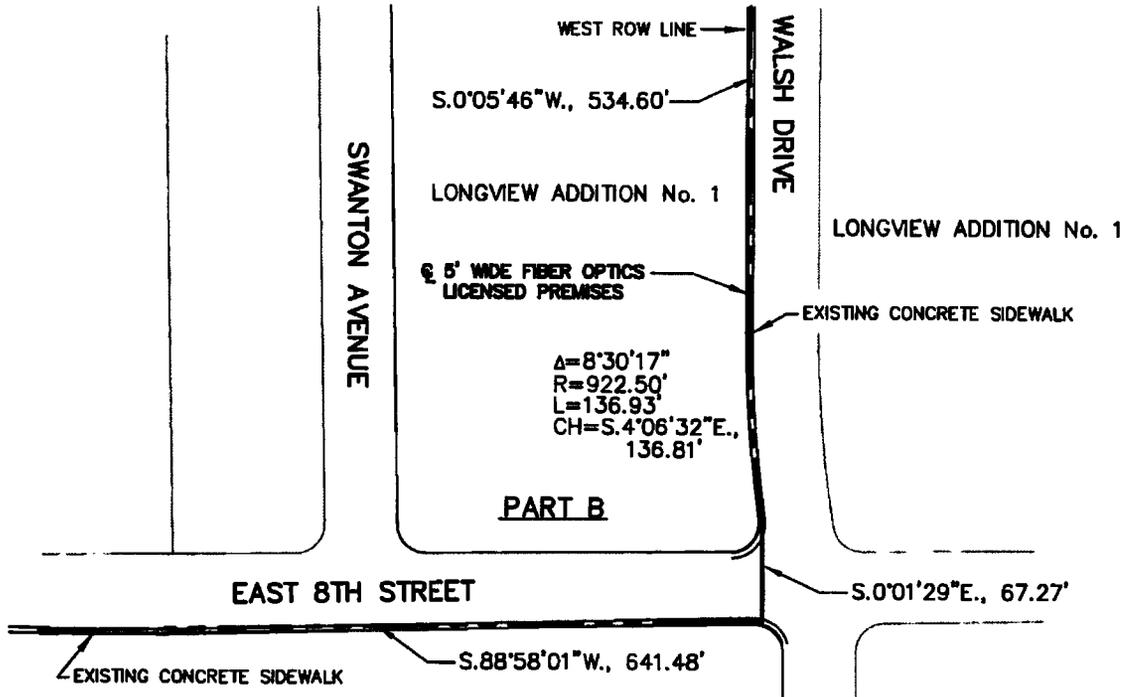
Date: 9/12/16
W.O. No. 15967-05
Drwn By: SJG
Acad File: ACT 15967-05

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

Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
Lot _____ Block _____ Subdivision _____
City CASPER County NATRONA State WYOMING



KELLY WALSH HIGH SCHOOL ADDITION



BASIS OF BEARING
STATE PLANE COORDINATES NAD83/86
EAST CENTRAL ZONE
GROUND DISTANCES-US SURVEY FOOT.

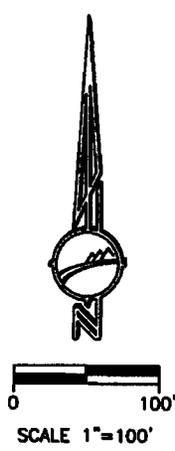
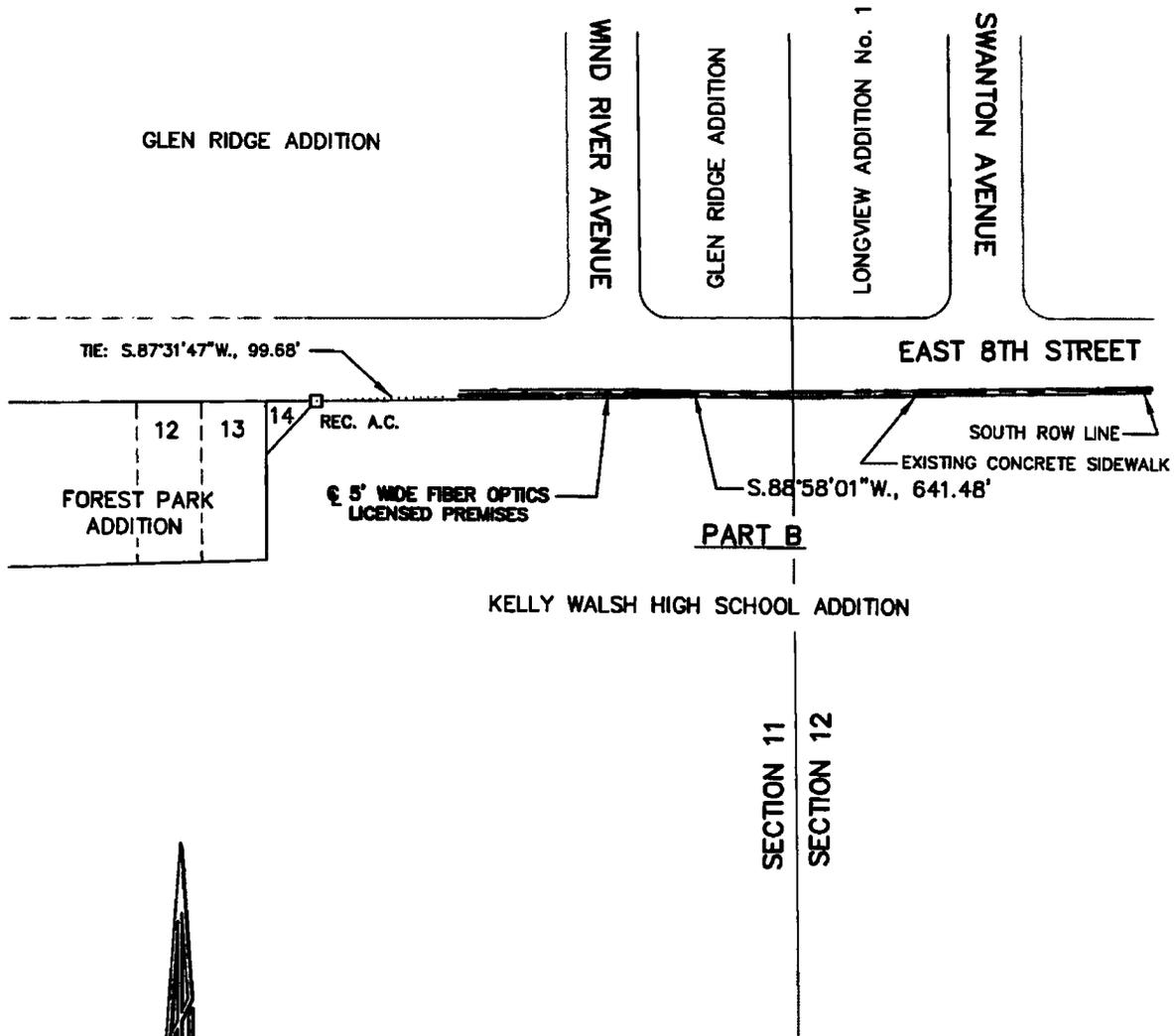
Date: 9/12/16
W.O. No. 15967-05
Drwn By: SJG
Acad File: ACT 15967-05

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

Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES--US SURVEY FOOT.

Date: 9/12/16
 W.O. No. 15967-05
 Drwn By: SJG
 Acad File: ACT 15967-05



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

September 12, 2016

Advanced Communications Technologies
290 N. Brooks St.
Sheridan, WY 82801

W.O. No.: 15967-05
Sheet 1 of 3



Description: (5' Wide Licensed Premises-Walsh Drive)

Part A

A Parcel and Strip being 5 feet in width located in and being a portion of Section 1, Township 33 North, Range 79 West, of the Sixth Principal Meridian, Natrona County, Wyoming, lying 2.5 feet parallel and perpendicular on each side of the centerline being more particularly described as follows:

Beginning at the most northerly end of the centerline of said Parcel and Strip and a point in the northerly line of Walsh Drive Addition to the City of Casper, Wyoming, in said Section 1, and from which point the northerly corner of said Walsh Drive Addition, bears N.6°44'53"W., 125.21 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip, across said Walsh Drive Addition and into the right of way of Walsh Drive, S.0°00'00"E., 92.24 feet to a point; thence continuing along said centerline, S.58°39'08"E., 18.50 feet to a point of curvature; thence continuing along said centerline along the arc of a non-tangent curve to the right having a radius of 326.50 feet and through a central angle of 56°17'03", southeasterly, 320.73 feet and the chord of which bears S.30°10'41"E., and distance of 307.99 feet to a point of curvature; thence continuing along said centerline on the arc of a non-tangent curve to the right having a radius of 38.72 feet, and through a central angle of 29°16'44", southwesterly, 19.79 feet, and the chord of which bears S.7°05'09"W., and distance of 19.57 feet to a point of non-tangency; thence continuing along said centerline, S.20°09'09"W., 12.02 feet to a point; thence continuing along said centerline, S.0°34'11"E., 909.36 feet to the most southerly end of said Parcel and Strip and Point of Terminus, and from which point the southeast corner of G.A.A. Addition to the City of Casper, Wyoming bears N.65°28'50"W., 52.22

Description: (5' Wide Licensed Premises-Walsh Drive)
Sheet 2 of 3

feet, and said Parcel and Strip containing 0.157 acres, more or less, as set forth by plat attached hereto.

Part B

A Parcel and Strip being 5 feet in width located in and being a portion of Sections 1, 11 and 12, Township 33 North, Range 79 West, of the Sixth Principal Meridian, Natrona County, Wyoming, lying 2.5 feet parallel and perpendicular on each side of the centerline being more particularly described as follows:

Beginning at the most northerly end of the centerline of said Parcel and Strip and a point in the right of way of Legion Lane, in said Section 1, and from which point the northeasterly corner of Legion Addition Lots 1A and 1B, bears N.45°26'50"E., 388.58 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip, in said right of way, S.88°35'44"W., 541.79 feet to a point in the right of way of Walsh Drive; thence continuing along said centerline, S.0°36'38"E., 926.88 feet to a point; thence continuing along said centerline, S.2°58'07"W., 80.10 feet to a point; thence continuing along said centerline, S.0°50'02"E., 565.55 feet to a point of curvature; thence continuing along said centerline along the arc of a non-tangent curve to the left having a radius of 534.63 feet, and through a central angle of 18°38'54", southeasterly, 174.01 feet, and the chord of which bears S.9°42'21"E., and distance of 173.24 feet to a point of non-tangency; thence continuing along said centerline, S.18°34'36"E., 233.78 feet to a point of curvature; thence continuing along said centerline along the arc of a non-tangent curve to the right having a radius of 489.50 feet, and through a central angle of 18°39'37", southeasterly, 159.42 feet, and the chord of which bears S.9°56'27"E., and distance of 158.72 feet to a point of non-tangency; thence continuing along said centerline, S.0°24'32"E., 207.27 feet to a point; thence continuing along said centerline, S.11°35'39"E., 88.38 feet to a point of curvature; thence continuing along said centerline along the arc of a non-tangent curve to the right having a radius of 977.50 feet, and through a central angle of 6°45'52", southerly, 115.39 feet, and the chord of which bears S.2°42'20"E., and distance of 115.32 feet to a point of non-tangency; thence continuing along said centerline, S.0°05'46"W., 534.60 feet to a point of curvature; thence

Description: (5' Wide Licensed Premises-Walsh Drive)
Sheet 3 of 3

continuing along said centerline along the arc of a non-tangent curve to the left having a radius of 922.50 feet, and through a central angle of $8^{\circ}30'17''$, southerly, 136.93 feet, and the chord of which bears $S.4^{\circ}06'32''E.$, and distance of 136.81 feet to a point of non-tangency; thence continuing along said centerline, $S.0^{\circ}01'29''E.$, 67.27 feet to a point in the right of way of East 8th Street; thence continuing along said centerline, $S.88^{\circ}58'01''W.$, 641.48 feet to the most southerly end of said Parcel and Strip and Point of Terminus, and from which point the northeast corner of Forest Park Addition to the City of Casper, Wyoming, bears $S.87^{\circ}31'47''W.$, 99.68 feet, and said Parcel and Strip containing 0.513 acres, more or less, as set forth by the plat attached hereto.

RESOLUTION NO.16-259

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH ADVANCED COMMUNICATION TECHNOLOGIES, LLC, TO INSTALL BURIED FIBER OPTIC CABLE INFRASTRUCTURE WITHIN CITY-OWNED RIGHT-OF-WAY.

WHEREAS, Advanced Communication Technologies, LLC (ACT), has requested permission from the City to use City right-of-way and property for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing underground fiber optic cable infrastructure along North Poplar Street from JC's Way to the North Platte Park water tank and along Walsh Drive from the Post Office Road to East 8th Street; and,

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

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

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

October 14, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, Public Services Director
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Change Order No. 1 with Hedquist Construction, Inc.
East 21st Street Improvements, Project No. 15-64

Recommendation:

That Council, by resolution, authorize Change Order No. 1 with Hedquist Construction, Inc., for the East 21st Street Improvements, Project No. 15-64, for a time extension of 194 days for Substantial Completion and Final Completion deadlines.

Summary:

Hedquist Construction is under contract to replace sections of water mains, sewer mains and concrete gutters and sidewalks on East 21st Street between McKinley Street and Beverly Street. Also included in the project are street reconstruction, street patching, and a complete mill and overlay of the asphalt street section. Construction of the improvements was to reach Substantial Completion by November 18, 2016.

The purpose of this Change Order No. 1 is to extend the contract time due to additional work. The existing waterline had significant breaks during construction due to its old age and corroded condition, resulting in extra time. Additional time was also required to replace concrete curbwalk and reconstruct pavement sections that were not identified in the original scope of work. These items failed during construction due to the poor soil conditions. Modifications were also required to the storm sewer system.

In total, an additional sixteen (16) days was identified as necessary to complete the project. This moves the Substantial Completion Deadline from November 18, 2016, to December 4, 2016. Asphalt paving requires minimum temperatures that are hard to achieve this late in the season. Therefore, the City's consultant recommends that a winter shutdown be initiated on or before November 18, 2016, and that the remainder of the work be completed in the early part of the 2017 construction season. The winter shut down equates to a time extension of 194 days. At the time of winter shutdown, the remaining work will include just 4 blocks of waterline replacement and 3 blocks of asphalt overlay. During winter shutdown no traffic control will be necessary, all streets will be open, and all surfaces will be paved asphalt sections.

With approval of this change order, the Substantial Completion Deadline is May 31, 2017 and the Final Completion Deadline is June 14, 2017. The contract price is \$1,488,713 and no change to the contract price is proposed for Change Order No. 1.

A resolution is prepared for Council's consideration.

CITY OF CASPER
CHANGE ORDER

NO. One (1)

PROJECT: East 21st Street Improvements Project
Project No. 15-64

DATE OF ISSUANCE: October 10, 2016

OWNER: City of Casper, Wyoming

CONTRACTOR: Hedquist Construction, Inc.

ARCHITECT/ENGINEER: CEPI

You are directed to make the following changes in the Contract Documents:

Description: Adjustment of the contract completion date.

Attachments: Letter from Contractor and Memo from the Engineer

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>1,488,713.00</u>	Original Contract Time: (days or date) Substantial completion: <u>November 18th, 2016</u> ; Final completion: <u>December 2nd, 2016</u>
Previous Change Orders No. <u>-0-</u> to <u>-0-</u> : \$ <u>0.00</u>	Net change from previous Change Orders (days): <u>--0--</u> (days): <u>--0--</u>
Contract Price prior to this Change Order: \$ <u>1,488,713.00</u>	Contract Time prior to this Change Order: Substantial completion: <u>November 18th, 2016</u> ; Final completion: <u>December 2nd, 2016</u>
Net Increase/Decrease change of this Change Order: \$ <u>0.00</u>	Net Increase/Decrease of this Change Order: (days) <u>194 Days</u>
Contract Price with all approved Change Orders: \$ <u>1,488,713.00</u>	Contract Time with all approved Change Orders:(date) Substantial completion: <u>May 31st, 2017</u> Final completion: <u>June 14th, 2017</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: Shauna Halay
Contractor

BY: Robert Bennett
Architect/Engineer

BY: _____
Owner

CO-1



Memorandum

Date: Friday, October 14, 2016
To: Scott Baxter, City of Casper
From: Robert Bennett, CEPI
Project #: City of Casper 16-54
Subject: East 21st Street Improvements Project – Change Order No. 1

Enclosed is Change Order No. 1 for your review and approval. This change order will be to adjust the final completion date of the project to account for additional work, unforeseen circumstances and for weather and to allow for a winter shut down.

There are four items to be identified as additional work and unforeseen conditions contributing to the time extension for the project. They are:

1. Repair of and impact to the site from the existing water main in 21st Street.
2. Additional curbwalk and driveway removals and replacements were added to the project after it began.
3. Additional asphalt repair work and paving due to deteriorated existing asphalt once the top lift was milled off.
4. The installation of two additional catch basins and storm sewer piping at the north west corner of Melrose and 21st Street to eliminate a valley gutter drain inlet. This work will be performed at a lump sum price of \$7,000 and will be paid under the force account bid item with no additional cost to the contract at this time.

Additional time as it relates to these items is detailed below:

1. 2 days
2. 6 days
3. 6 days
4. 2 days

This is a total of 16 additional days to the contract.

The original contract completion dates for the project are the substantial completion date is November 18th, 2016 and the Final Completion date is December 2nd, 2016. The contract also stated that the permanent striping work would be done between the dates of May 15th, 2017 and June 15th, 2017 with no designated days of work. The contractor has been working steadily on the project since the start of the project and it has been progressing satisfactorily.

With these 16 additional days added to the contract, the substantial completion date would be pushed to December 4th, 2016. Due to the fact it is late in the year and with weather limitations on the horizon, and possibility of temporary surfaces through the winter and/or paving this year in limited and undesirable weather conditions, it was decided to pick a reasonable stopping point for this construction season and allow for a winter shutdown and then complete the project in 2017.

For the completion of the work for this year, it was agreed to start the construction work at the west end of the project at the intersection of McKinley and 21st Street and install the water main up to station 4+50 +/- and complete the roadway reconstruction in this area also, weather allowing. Upon completion of this work, the winter shut down will commence and the remaining days for the contract from this year will be carried over until next year plus the additional time detailed above. For example if the work for this year is completed on November 8th, 10 days prior to November 18th, these additional days will be carried over until 2017 plus the sixteen additional days outlined above. The substantial completion date will be May 31st, 2017 for the project and this equates to an additional 194 calendar days including all the days for the winter shut down. The winter shutdown will cease in 2017 with the start of the remaining water main work. The number of work days prior to that will be determined as stated above and does not change the responsibility of the assessment of liquidated damages if required. Striping work will not be considered as part of the work days but still must be completed by June 15th, 2017.



October 11, 2016

Rob Bennett
CEPI
6080 Enterprise Dr.
Casper, WY 82609

Re: East 21st Street Improvements Project 16-54

Dear Rob:

Hedquist Construction is requesting an extension to the Contract completion date of 16 days from May 15, 2017 to May 31, 2017, the following reasons:

- 1 Existing waterline rupture repairs
- 2 Additional Concrete work
- 3 Additional asphalt patching
- 4 The addition of 2 concrete catch basins

Hedquist has reached verbal agreement with the engineer for a 14 day extension for items 1 through 3 listed above; we are requesting an additional 2 days for the installation of the 2 catch basins.

Hedquist is requesting a winter shut-down after completion of the following:

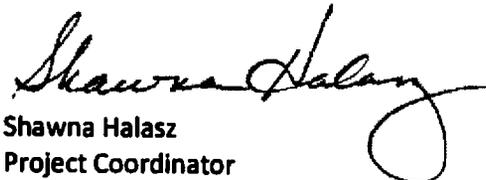
1. Completion of the new waterline from sta 1+80 to sta 4+50 on 21st street and tie-ins to existing on Jackson St.
2. Completion of 21st street reconstruction from sta 0+30 to sta 4+50 including McKinley St. intersection

Hedquist Construction requests a contract price adjustment for the installation of 2 new catch basins on the northeast corner of the intersection of Melrose St and 21st street, including the following work:

1. Remove existing catch basin in valley gutter
2. Installation of 2 standard catch basins at the PC and PT
3. Approx. 60' of 12" PVC

Hedquist is proposing to do the work as described above for the Lump Sum of \$7,000.00. This will be paid under Force Account. There is no additional charge to Contract Amount at this time.

Sincerely,
Hedquist Construction, Inc.



Shawna Halasz
Project Coordinator

* PO Box 1870 * Mills WY 82644 * www.hedquistconstruction.com * 307-237-8543 * fax: 307-266-4331

Equal Opportunity Employer

RESOLUTION NO. 16-260

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH HEDQUIST CONSTRUCTION, INC., FOR A TIME EXTENSION OF ONE HUNDRED NINETY-FOUR (194) DAYS FOR THE EAST 21ST STREET IMPROVEMENTS, PROJECT NO. 15-64.

WHEREAS, the City of Casper desires to extend the contract time for the East 21st Street Improvements, Project No. 15-64; and,

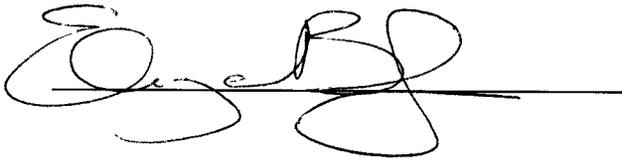
WHEREAS, Hedquist Construction, Inc., is able and willing to provide those services, specified as Change Order No. 1 to the agreement for a time extension of one hundred ninety-four (194) days for the East 21st Street Improvements, Project No. 15-64, and further described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Change Order No. 1 to the agreement with Hedquist Construction, Inc., for a time extension of one hundred ninety-four (194) days for the East 21st Street Improvements, Project No. 15-64, for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total price not to exceed One Million Four Hundred Eighty-Eight Thousand Seven Hundred Thirteen Dollars (\$1,488,713).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

November 1, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Tracey L. Belser, Support Services Director *TLB*
Pete Meyers, Assistant Support Services Director
Carla Mills-Laatsch, Customer Service Supervisor *CM*

SUBJECT: Public Hearing for Transfer of Corporate Ownership of Microbrewery Liquor License No. 1, for Wyoming State Brewing Company, LLC., d.b.a Wyoming State Brewing Company, located at 256 South Center Street.

Recommendation:

That Council, by minute action, acknowledge the change of Corporate Ownership of Microbrewery Liquor License No. 1, for Wyoming State Brewing Company, LLC., d.b.a Wyoming State Brewing Company, located at 256 South Center Street.

Summary:

The City has received notice of a change of Corporate Ownership for Microbrewery Liquor License No. 1, for Wyoming State Brewing Company, LLC., d.b.a Wyoming State Brewing Company, located at 256 South Center Street.

Patrick Sweeney and Jason Beck currently own 100% of this corporation. With this agreement, 100% of the corporation will transfer to Tony and Cole Cercey. The license holder will remain Wyoming State Brewing Company, LLC., d.b.a Wyoming State Brewing Company.

Per Municipal Code 5.08.050 (A) Corporate and limited liability company licensees and permittees shall advise the 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. The City of Casper received such notification on September 20th, 2016 and a copy was forwarded to the commission.

The Microbrewery is located at 256 South Center; also at this address is Retail Liquor License No 18, which was transferred to 3OH7 Hospitality, LLC on October 18th, 2016.

Wyoming State Brewing Company holds one of two Microbrewery Licenses in the City of Casper. Microbrewery No. 3 is currently assigned to Skull Tree Brewing, LLC.

Upon review of this application it was noted that one owner answered yes to the question regarding any previous convictions related to alcoholic liquor or malt beverages. The owner's conviction occurred 15 years ago.

State Statute 12-4-101 (iii) states that an applicant must disclose any criminal record of the applicant or any partner equal to a felony conviction under Wyoming Law and of any conviction for a violation of Wyoming law relating to the sale or manufacture of alcoholic liquor or malt beverages within ten (10) years prior to the filing of the application. Since the conviction occurred more than 10 years ago and the conviction is not related to the sale or manufacturing of alcoholic liquor or malt beverages, historically convictions of this type and age have not been a factor in previous liquor license actions.

WYOMING STATE BREWING CO., LLC
256 SOUTH CENTER STREET
CASPER, WYOMING 82601

September 20, 2016

City of Casper
Attn: Administrative Services, Director
200 N. David Street
Casper, Wyoming 82601

RE: Transfer of Wyoming State Brewing Co., LLC Microbrewery License No. 1

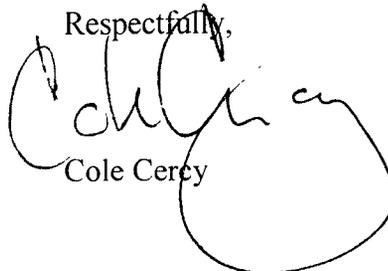
Dear Director,

The current members of Wyoming State Brewing Co., LLC (the "Company") have signed an agreement to sell their ownership interest in and to the Company and its assets, including the rights to the Microbrewery License No. 1, to Tony Cercy and Cole Cercy. The Company under its new ownership, subject to the closing of the sale, has applied for the transfer of Microbrewery License No. 1 currently owned by Wyoming State Brewing Co., LLC. This letter is intended to advise as to the Companies plan in reopening the business following the closing of the sale that will occur on or near the date of the final vote and approval of the transfer.

The Company has applied to transfer the permit as non-operational. At the time of the sale the current operations will be closed for substantial renovations and remodeling work. We intend to reopen operations following completion of such renovations in approximately, June of 2017.

Additionally, I and the Company will assist and cooperate as necessary to accomplish the transfer of the license. If you have questions, please contact me at 259-9225.

Respectfully,



Cole Cercy

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City/Town or County Clerk:			Formerly Held by: <u>Wyoming State Brewing Company, LLC</u>		
Date Filed With Clerk: <u>09, 12, 16</u>			Applicant: <u>Wyoming State Brewing Company, LLC</u>		
Basic Fee:	Annual Fee	Prorated Fee	Trade Name (dba) <u>Wyoming State Brewing Company</u>		
Add'l Dispensing Room Fee:	\$ _____	\$ _____	Premise Address: <u>256 S Center St</u>		
Transfer Fee:	\$ <u>160.00</u>	\$ _____	Number & Street		
Total License Fee Collected:	\$ _____	\$ _____	<u>Casper</u>	<u>WY</u>	<u>82601</u>
Publishing Fee Collected:	\$ <u>177.34</u>	\$ _____	City	State	Zip
Publishing Direct Billed: <input type="checkbox"/>	Mailing Address <u>256 S Center St</u>				
Advertising Dates (2 wks): <u>10/5, 9, 17 + 23 2016</u>	Number & Street or P.O. Box				
Hearing Date: <u>11 11 2016</u>	<u>Casper</u>	<u>WY</u>	<u>82601</u>	<u>Natrona</u>	County
LICENSE TERM: <u>11</u> / <u>02</u> / <u>2016</u>	City	State	Zip	Business Telephone Number: <u>(307) 259-9225</u>	
Through: <u>03</u> / <u>31</u> / <u>2017</u>	Fax Number: <u>(307) 472-7726</u>				
A copy must be immediately forwarded to: State of Wyoming Liquor Division 6601 Campstool Rd. Cheyenne WY 82002-0110 <u>micro # 1</u>			E-Mail Address: <u>ccercy@ccercyinvestments.com</u>		
			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.		

FILING FOR	TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)	To Assist the Liquor Division with scheduling inspections:
<input type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input checked="" type="checkbox"/> TRANSFER OWNERSHIP FILING IN (CHOOSE ONLY ONE) <input checked="" type="checkbox"/> CITY OF <u>Casper</u> <input type="checkbox"/> COUNTY OF <u>Natrona</u> FILING AS (CHOOSE ONLY ONE) <input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION	RETAIL LIQUOR LICENSE <input type="checkbox"/> ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE) <input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input checked="" type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT	WHEN DO YOU OPERATE? <input checked="" type="checkbox"/> NON-OPERATIONAL/PARKED <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from _____ to _____ DAYS OF WEEK (e.g. Mon through Sat) <u>Monday through Saturday</u> HOURS OF OPERATION (e.g. 10a - 2a) <u>10 AM - 2 AM</u>

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
 (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: W.S. 12-4-102(a)(i)
25' X 76' ROOM DIRECTLY BEHIND TAVERN ENTRANCE

(b) If Winery or Microbrewery, also list the manufacturing facility. (e.g. MFG: 10' X 12' room in SW portion of bldg.)
MFG: 338 sq. ft. room inside front door

(c) Do you have an additional dispensing room? YES NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
Lots 21 & 22, Bldg 2, City of Casper, Natrona County Zoned C-2

2. BUILDING OWNERSHIP: Does the applicant? W S 12-4-103 (a) (iii)
 (1) OWN the building in which sales room is located? YES (own)
 (2) LEASE the building in which sales room is located? YES (lease)
 (A) DATE lease expires _____ located on page _____ paragraph _____ of lease document.
 (B) Provision for SALE of alcoholic or malt beverages located on page _____ paragraph _____ of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO
4. 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 therewith: _____
5. 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: _____
6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO
7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE:

8. Have you submitted a valid food service permit? W.S. 12-4-407(a)/W.S. 12-4-413(a) YES NO

RESORT LICENSE:

9. 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

MICROBREWERY LICENSE:

10. 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 WINERY
11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division) YES NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) YES NO

WINERY LICENSE:

12. 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 WINERY

LIMITED RETAIL (CLUB) LICENSE:

13. 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

LIMITED RETAIL (CLUB) LICENSE:

14. 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

LIMITED RETAIL (CLUB) LICENSE:

15. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):

- (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 the local licensing authority and the Wyoming Liquor Division? 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?
(THE PETITION MUST BE ATTACHED TO APPLICATION) YES NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? YES NO

LIMITED RETAIL (CLUB) LICENSE:

16. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):

- (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

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

Each individual or partner must complete this section.

If the applicant is filing as a Club:

Each officer must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	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"/>
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				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.)

(b) 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 this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	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"/>
Tony Cercy						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Cole Cercy						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.)

October 19, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey L. Belser, Support Services Director *TLB*
Pete Meyers, Assistant Support Services Director *PM*
Carla Mills-Laatsch, Customer Service Supervisor *CLM*

SUBJECT: Change of Corporate Ownership for Bar and Grill License No. 4, Casper Dave's, LLC., located at 5900 East 2nd Street.

Recommendation:

That Council, by minute action, acknowledge a change in corporate ownership for Casper Dave's, LLC., located 5900 East 2nd Street.

Summary:

The City has received notice of a change in ownership for the corporation that holds Bar and Grill Liquor License No. 4, Casper Dave's, LLC., d.b.a Famous Dave's Bar-B-Que, located at 5900 East. 2nd Street.

Johnson Restaurant Group, Inc. previously owned 75% of this company and Granite Peak Development, LLC held 25%. With this agreement, Johnson Restaurant Group, Inc., now holds 100% of this company. On September 19th, 2016 the d.b.a changed to Wyoming Ale Works; however, Casper Dave's, LLC., remains the license holder at this address.



JOHNSON RESTAURANT GROUP, INC

229 East 2nd St Suite 200 (82601) | PO Box 50630 | Casper, WY 82605

PHONE 307.265.3029 | FAX 307.473.2909

October 17, 2016

City Manager / City Council
City of Casper, WY
200 N. David Street
Casper, WY 82601

RE: Casper Dave's, LLC
Ownership Change in regard to Bar & Grill Liquor License #4

This letter is to inform you of a change in ownership for Casper Dave's, LLC. As of December 31, 2015, Casper Dave's, LLC was owned 75% by Johnson Restaurant Group, Inc. (JRG Inc) and 25% by Granite Peak Development Limited Partnership (Granite Peak).

The JRG Inc shareholders are:

- 1) 80% shareholder – John D. Johnson
- 2) 20% shareholder – James F. McBride

The Granite Peak partners are:

- 1) 51.17% partner – Rich Fairservis
- 2) 25.00% partner – Dan Guerttman
- 3) 23.83% partner – Ron McMurry

The officers of JRG Inc are:

- 1) President – John D. Johnson
- 2) Vice-President – James F. McBride

I have enclosed a copy of the "Membership Redemption Agreement" between Granite Peak and Casper Dave's, LLC. The agreement is to redeem 100% of Granite Peak's 25% interest in Casper Dave's, LLC. This agreement was entered into on September 21, 2016. The ownership change for accounting purposes is retroactive to January 1, 2016.

After the redemption, Casper Dave's, LLC is 100% owned by JRG Inc.

We are currently in the process of rebranding the restaurant as "Wyoming Ale Works" with the intention of opening in mid-December 2016. We wish to keep the current Casper Dave's, LLC liquor license to be used in the Wyoming Ale Works business under the name Casper Dave's, LLC dba Wyoming Ale Works.





JOHNSON RESTAURANT GROUP, INC

229 East 2nd St Suite 200 (82601) | PO Box 50630 | Casper, WY 82605

PHONE 307.265.3029 | FAX 307.473.2909

Please let me know if you have any questions, or need any other information regarding our ownership change. I can be contacted by cell phone at 307-262-1735, or by email at john@jrgrestaurants.com.

Thank you.

Regards,

John D. Johnson

Managing Member – Casper Dave's, LLC

President – Johnson Restaurant Group, Inc.



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October 19, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey L. Belser, Support Services Director 
Pete Meyers, Assistant Support Services Director 
Carla Mills-Laatsch, Customer Service Supervisor 

SUBJECT: Change of dispensing room for Casper Dave's, LLC., d.b.a Wyoming Ale Works, located at 5900 East 2nd Street.

Recommendation:

That Council, by minute action, approve the request for a change in dispensing room for Bar & Grill License No. 4, Casper Dave's, LLC., d.b.a. Wyoming Ale Works, located at 5900 East 2nd Street.

Summary:

The City of Casper has received a request from the owner of Bar & Grill License No. 4, Casper Dave's, LLC., d.b.a. Famous Dave's Bar-B-Que, regarding their current licensed dispensing room. Currently, they have a 30' x 24' dispensing room located in the southeast portion of the building. They are requesting this be changed to a 43' x 37' 7" room located in the southwest of the building.

Casper Dave's, LLC. is currently remodeling this building. City Staff has reviewed plans for the proposed dispensing room and it appears to meet the requirements of State Statutes and Municipal Codes. Upon completion, City Staff will conduct an on-site inspection of the new dispensing room to certify that it complies with Municipal Code and State Statute.



JOHNSON RESTAURANT GROUP, INC

229 East 2nd St. Suite 200 (82601) | PO Box 50630 | Casper, WY 82605

PHONE 307.265.3029 | FAX 307.473 2909

October 17, 2016

City Manager / City Council
City of Casper, WY
200 N. David Street
Casper, WY 82601

RE: Casper Dave's, LLC
Dispensing Room change in regard to Bar & Grill Liquor License #4

This letter is to request a change in the dispensing room location at Casper Dave's, LLC, located at 5900 E. 2nd Street in Casper. We are currently in the process of rebranding the restaurant as "Wyoming Ale Works" with the intention of opening in mid-December 2016. We wish to change the location of the dispensing room from the current location on the east side of the restaurant, to the west side of the restaurant.

I have enclosed a copy of the **original floor plan** for the business, showing a 30' x 24' dispensing room in the south-east part of the building. I have also enclosed a copy of the **proposed floor plan**, which is a 43' x 37'-7" room in the south-west part of the building.

Also enclosed is a copy of the dispensing room drawing that was submitted with the 04-01-2015 to 03-31-2016 "Renewal of License and/or Permit Application". The blue area is the current 30' x 24' dispensing room. The proposed dispensing room will be approximately in the "Guest Tables and Booths" area.

I thank you for your consideration in this matter. Please let me know if you have any questions, or need any other information regarding our dispensing room change. I can be contacted at 307-262-1735, or by email at john@jrgrestaurants.com.

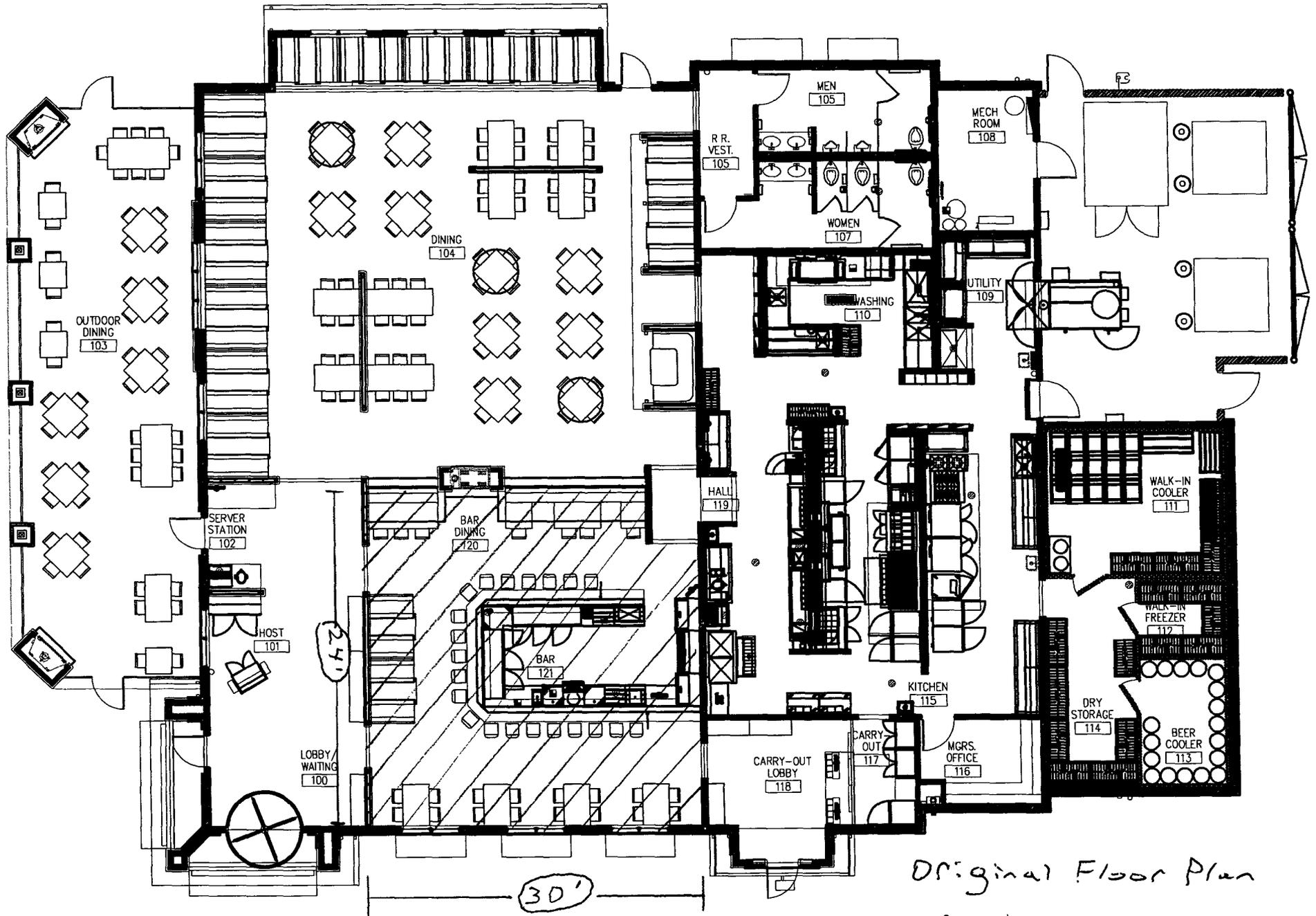
Thank you.

Regards,

John D. Johnson
Managing Member – Casper Dave's, LLC
President – Johnson Restaurant Group, Inc.

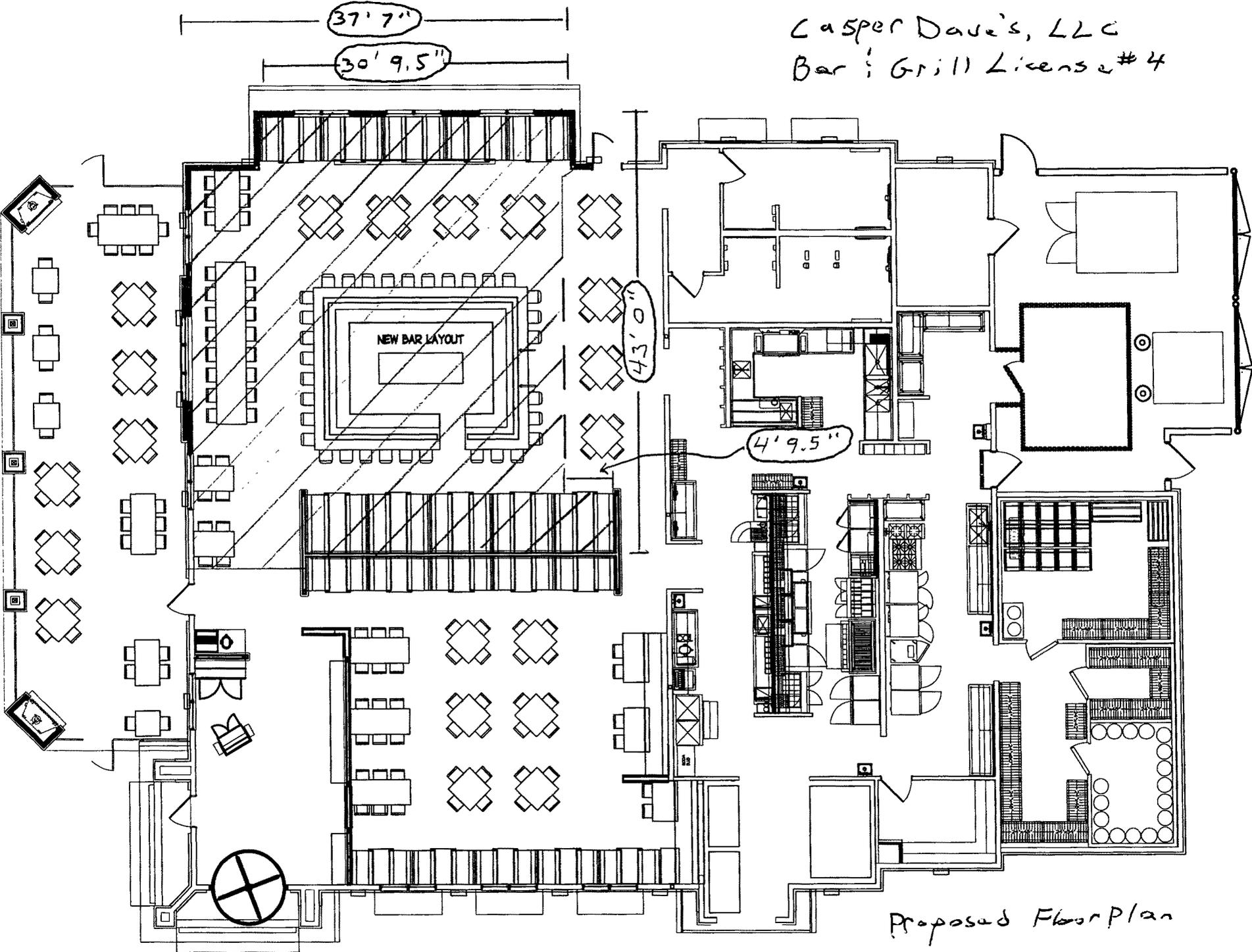


Casper Dave's, LLC
Bar & Grill License #4

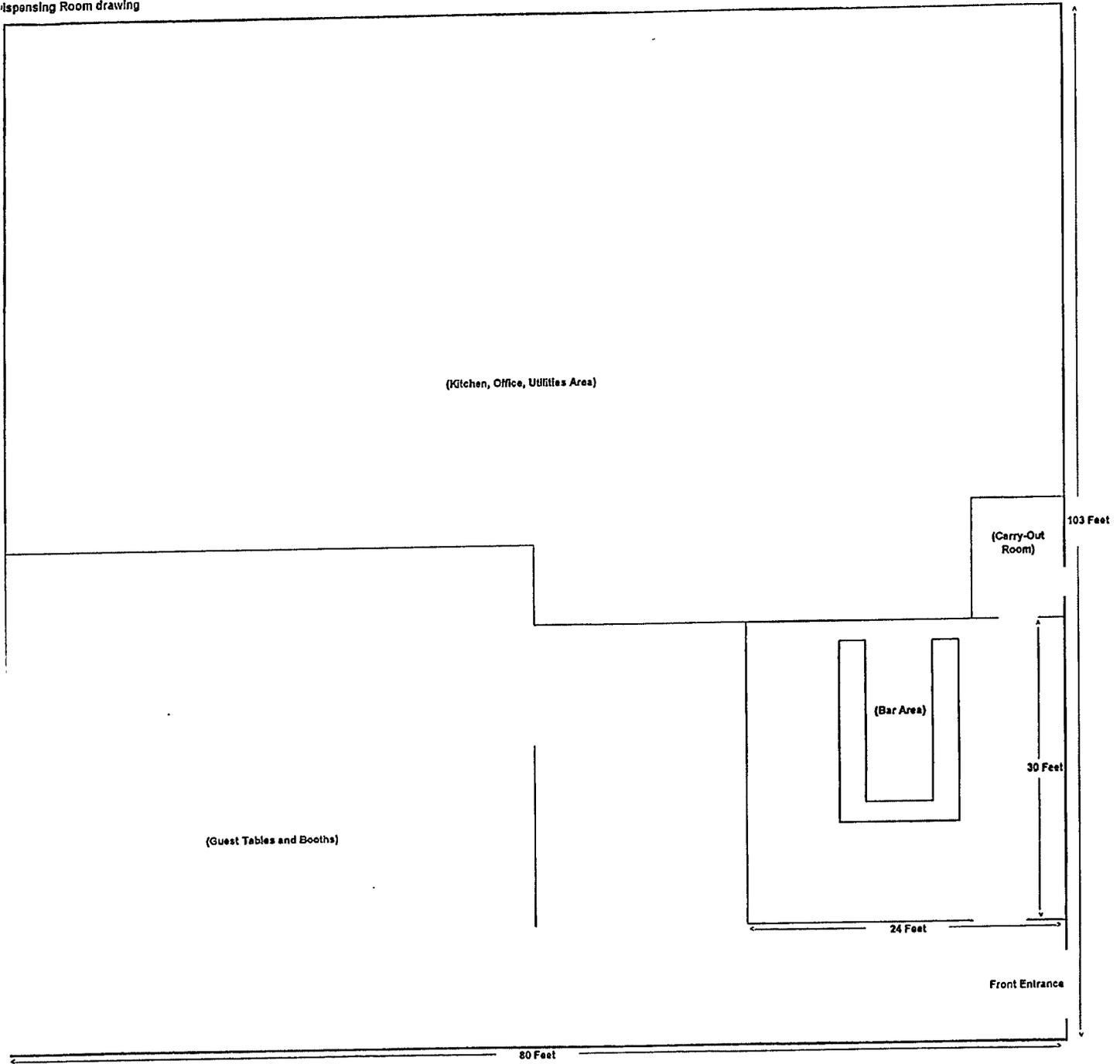


Original Floor Plan
North →

Casper Dave's, LLC
Bar & Grill License #4



Proposed Floor Plan
North →



Note: Blue highlighted area is the Dispensing Room.

NORTH



October 17, 2016

MEMO TO: V.H. McDonald, City Manager
FROM: Doug Follick, Leisure Services Director 
SUBJECT: Leisure Services Advisory Board Appointments

Recommendation:

That Council, by minute action, authorize the reappointment of Greg Tucker and Jennifer Walker to the Leisure Services Advisory Board (LSAB).

Summary:

Mr. Tucker was first appointed to the LSAB in November 2013 to an unexpired term. This would be his second full term expiring December 31, 2019. Ms. Walker was first appointed February 2006 and served two full three-year terms, the second expiring December 31, 2011. Ms. Walker would be filling an unexpired term that expires December 31, 2017, and would then be eligible to serve two additional full three-year terms.

Both of these individuals were recommended by the LSAB at their October 13, 2016 meeting.