

COUNCIL PROCEEDINGS
 Casper City Hall – Council Chambers
 November 21, 2017

Casper City Council met in regular session at 6:00 p.m., Tuesday, November 21, 2017. Present: Councilmembers Hopkins, Huckabay, Laird, Morgan, Pacheco, Powell, Walsh and Mayor Humphrey. Absent: Councilmember Johnson.

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

Southridge Kindness Club members & DECA students led the audience in the Pledge of Allegiance.

Layla, of the Southridge Kindness Club, shared what the Kindness Club does and thanked Councilmembers for their service.

Moved by Councilmember Morgan, seconded by Councilmember Laird, to, by minute action, approve the minutes of the November 7, 2017, regular Council meeting, as published in the Casper-Star Tribune on November 17, 2017. Motion passed.

Moved by Councilmember Pacheco, seconded by Councilmember Powell, to, by minute action, approve payment of the November 21, 2017, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims
 11/21/17

A-1	Services	\$130.00
AAALandscaping	Services	\$1,477.17
ABonnifield	Refund	\$13.86
Adecco	Services	\$930.60
AHiatt	Reimb	\$13.38
AllianceElec	Services	\$3,061.75
AMBI	Services	\$2,007.43
Ameritech	Services	\$47,066.05
Balefill	Services	\$106,982.87
BankOfAmerica	Goods	\$213,788.76
BHEnergy	Services	\$15,922.44
BMattila	Reimb	\$249.96
Boys&GirlsClubs	Funds	\$18,321.25
BSchroeder	Reimb	\$92.37
CardinalTrack	Services	\$686.48
CasperPubUtilities	Services	\$176.15
Centurylink	Services	\$19,601.94

Ch2mHill	Services	\$33,901.17
ChamberofCommerce	Goods	\$550.00
CIGNA	Services	\$11,436.18
CivilEngineeringProfessionals	Projects	\$13,132.90
CMiller	Reimb	\$50.47
CommTech	Goods	\$8,949.00
ComputerPros	Goods	\$8,224.40
Comtronix	Services	\$132.00
CrimeSceneInfo	Services	\$86.25
CtrlWySrSvcs	Funds	\$25,811.50
DaveLodenConstruction	Projects	\$15,500.00
DoubleDWelding	Services	\$38,625.00
DSanders	Reimb	\$511.26
DTugman	Refund	\$26.74
DvdsnFxdMgmt	Services	\$3,561.81
EmergencyMedPhysicians	Services	\$498.00
EWernerPubl	supplies	\$148.78
FirstData	Services	\$504.91
FirstInterstateBank	Services	\$2,037.41
FirstInterstateBank	Services	\$402.70
FremontMotorCasper,Inc	Goods	\$528.00
FtCasparMuseumAssoc	Services	\$2,250.50
GMarshInc	Services	\$1,910.48
GobleSampson	Services	\$4,002.75
GrtWstrnPrk&Plygrd	Supp	\$5,877.90
GSchenfisch	Services	\$25.00
HallsCstmPvng	Svc	\$4,468.00
HDR Engineering	Projects	\$6,136.21
HighPlainsConstruction	Goods	\$442.80
HinspergPoly	Svcs	\$5,106.00
Homax	Goods	\$43,927.44
Installation&Svc	Projects	\$201,644.08
ISC	Supplies	\$6,999.20
ITCElec	Services	\$1,040.40
J Gall	Reimb	\$575.00
JTLGroup	Services	\$26,194.10
LChristensen	Reimb	\$65.00
LnclnNtlLife	Services	\$266.39
LongBuildingTech	Services	\$3,662.25
Lower&Co	Svc	\$300.00
MBRobinson	Services	\$4,790.00
McMurryReadyMix	Goods	\$108.50
MMcdaniels	Reimb	\$72.20

MOgden	Reimb	\$69.59
MtnStateConst	Services	\$1,900.00
MunicipalCodeCorp	Goods	\$900.00
Nalco	Supp	\$30,158.28
NationalBenefitServices	Services	\$390.40
NCSheriffsOffice	Funding	\$15,000.00
NordicSound	Goods	\$3,003.00
NrthrnLghtsMfg	Services	\$8,095.00
OneCallofWy	Services	\$796.50
PetersonEquip	Supp	\$29,868.28
Pittsburg Tank	Services	\$79,764.75
PJones	Reimb	\$87.20
PlatteRiverParkwayTrust	Funding	\$18,956.29
PMoore	Reimb	\$47.24
Pntwrks	Services	\$769.75
PostalPros	Services	\$3,270.77
PwrSvc	Supp	\$275.00
RConstantino	Reimb	\$100.00
RegionalWater	Services	\$310,816.89
RiverOaksComm	Services	\$1,915.25
RockyMtnPower	Services	\$151,943.65
RodBarstadsPnt	Services	\$1,022.45
RVlach	Reimb	\$75.00
SamParsonsUpholstery	Services	\$213.00
ShoshoneDistributing	Goods	\$520.00
SkylineRanches	Services	\$533.67
Smarsh	Services	\$1,772.00
SolidWasteProfessionals	Services	\$13,134.36
Spectrum	Funding	\$123,440.48
StellarProgramming	Services	\$5,500.00
SuperiorInd	Services	\$399.72
TElhart	Reimb	\$161.86
TretoConstruction	Projects	\$23,775.00
Tweed'sWholesale	Goods	\$141.62
UofLouisville	Svc	\$1,535.00
UvDoctorLamps	Goods	\$3,554.59
Wamco	Tests	\$1,000.00
WardwellWater&Sewer	Services	\$50.60
WERCSCommunications	Services	\$1,507.28
WesternWaterConsult	Services	\$7,223.94
WestlandPark	Services	\$2,007.51
WestSafetySvcs	Services	\$165.00
WilliamsPorterDay	Services	\$57.00

WyDeptRevenue	Taxes	\$801.17
WYDOT	Services	\$111.00
WyMedCenter	Services	\$718.20
Z Winter	Reimb	\$268.76
		\$1,762,822.19

Mayor Humphrey greeted members of the Natrona County High School and Kelly Walsh Distributive Education Clubs of America (DECA) Clubs. Student DECA members Stephanie Higbee, Jordan Carlson and an additional student came forward to thank Council, share information about DECA, and to read and accept the proclamation honoring November 2017 as DECA month.

Following ordinance read:

ORDINANCE NO. 18-17
 AN ORDINANCE GRANTING AN ELECTRIC UTILITY
 FRANCHISE AND GENERAL UTILITY EASEMENT TO
 PACIFICORP, AN OREGON CORPORATION, DOING
 BUSINESS AS ROCKY MOUNTAIN POWER.

Councilmember Hopkins presented the one (1) foregoing ordinance for adoption, on third reading. Seconded by Councilmember Powell. City Manager Napier provided a brief report.

Keith Goodenough, 333 S. Socony, addressed Council.

Councilmembers made statements on the subject and expressed their concerns with the franchise fee rate, the term length, and the expenditure of the collected fees.

Councilmember Walsh moved to table the third reading of Ordinance No. 18-17. Seconded by Councilmember Laird. Councilmembers Hopkins, Huckabay, Pacheco, and Powell voted nay. Councilmembers Laird, Morgan, Walsh, and Mayor Humphrey voted aye. Motion to table failed.

Moved by Councilmember Morgan to amend the ordinance setting the franchise fee rate at 7% and setting the rate to automatically drop to 5% in four years. Seconded by Councilmember Walsh. Mayor Humphrey inquired if this would require further contract negotiations. Interim City Attorney Chambers stated there would be no legal reason for negotiations, but a management decision would be appropriate. City Manager Napier stated he felt the amendment would be immaterial to the body of the franchise. Mayor Humphrey requested that Leslie Blythe, Rocky Mountain Power representative, come forward to address Council. Ms. Blythe addressed numerous questions presented by Council. Council further discussed the matter. Councilmember called for the question. Councilmembers Hopkins and Huckabay voted nay. Motion to amend Ordinance No. 18-17 passed.

Councilmember Laird moved to amend Ordinance No. 18-17 to a 4 year term. Motion died for a lack of a second.

Council then voted on Ordinance No. 18-17, as amended. Councilmember Huckabay voted nay. Following ordinance passed:

ORDINANCE NO. 18-17 AMENDED
AN ORDINANCE GRANTING AN ELECTRIC UTILITY
FRANCHISE AND GENERAL UTILITY EASEMENT TO
PACIFICORP, AN OREGON CORPORATION, DOING
BUSINESS AS ROCKY MOUNTAIN POWER.

WHEREAS, under Wyoming Statute § 15-1-103(a)(xxxiii), the City of Casper, sets the franchise fee rates charged to utility companies for use of the City's right-of-ways; and,

WHEREAS, PacifiCorp, doing business as Rocky Mountain Power (hereinafter referred to as Rocky Mountain Power), is a regulated public utility that provides electric power and energy to the citizens of the City of Casper, Wyoming (the "City") and other surrounding areas; and,

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City; and,

WHEREAS, Ordinance 24-99, granted a franchise to Rocky Mountain Power, and Ordinance 19-13 amended the franchise fees; and,

WHEREAS, the current franchise, as amended, was scheduled to expire by its terms on May 4, 2017, which expiration date was extended to November 4, 2017, by the Franchise Extension Agreement between the parties as approved by the City Council on May 2, 2017, and further extended by the Second Franchise Extension Agreement between the parties as approved by the City Council on October 17, 2017, so as to expire on the earlier of (1) December 31, 2017, or (2) adoption of this new franchise ordinance by the City Council and its acceptance by Rocky Mountain Power; a new franchise (hereinafter referred to as the "franchise") is necessary; and,

WHEREAS, the City desires to set forth the terms and conditions by which Rocky Mountain Power may use the public ways of the City.

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

SECTION 1. Grant of Franchise and General Utility Easement.

A. Subject to the terms and conditions set forth in this franchise, the City hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including City parks, buildings or spaces not associated with City-owned rights-of-way (collectively referred to herein as "Public Ways") within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

B. Nothing in this franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the effective date of this franchise.

C. Unless otherwise agreed in writing, this franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of Public Ways, should Rocky Mountain Power provide services other than an electrical system (for example, a cable system for purposes of providing a cable service).

D. This franchise is intended to convey limited rights and interests in Public Ways as set forth in Wyoming Statute § 15-1-103(a)(xxxiii) and its subsections. It is not a warranty of title or interest in any Public Way; it does not provide Rocky Mountain Power with any interest in any particular location within the Public Ways; and it does not confer rights other than as expressly provided in the grant hereof.

SECTION 2. Term. The term of this franchise is for twenty (20) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Publication and Acceptance by Company. This ordinance shall be published once in a newspaper of general circulation within the City, pursuant to Wyoming statute § 15-1-116, and shall become effective on the day following its publication. Within sixty (60) days after the passage of this ordinance by the City, Rocky Mountain Power shall file an unqualified, written acceptance thereof with the City Clerk; otherwise, this ordinance and the rights, privileges and authority granted herein shall be null and void.

SECTION 4. Non -Exclusive Franchise. The right to use and occupy the Public Ways of the City is nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

SECTION 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties, and exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Wyoming, the laws of the State of Wyoming or City Ordinance.

SECTION 6. Indemnification.

A. General Indemnification. Rocky Mountain Power shall indemnify, defend and hold harmless, the City, its officers, elected and appointed officials, employees, agents and volunteers, from any action or claim for injury, death, damage, loss, liability, cost or expense, including court appeal costs and reasonable attorney's fees or reasonable expenses, arising from any casualty or accident to person or property in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, construction, or any other act done or neglect or omission under this

franchise, by or for Rocky Mountain Power, its agents, or its employees. Rocky Mountain Power shall consult and cooperate with the City while conducting its defense of the City.

B. Indemnification for Relocation. Rocky Mountain Power shall indemnify the City for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, Rocky Mountain Power's failure to remove, adjust or relocate any of its Electric Facilities in the Public Ways in a timely manner in accordance with Section 11 of this franchise.

C. Hazardous Substances Indemnification. Rocky Mountain Power shall indemnify the City against any claims, costs and expenses of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances within the Public Ways caused by the System. For purposes of this franchise, "hazardous substances" shall have the same definition as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (U.S.C. § 42-103-9601, *et seq.*) as may be amended from time to time, or its successor.

SECTION 7. Insurance Requirements. If at any time during the term of this franchise Rocky Mountain Power ceases to be self-insured, Rocky Mountain Power shall procure and maintain for the remaining duration of this franchise insurance against claims for injuries to persons, death or damages to property which may arise from or in connection with Rocky Mountain Power's use of the Public Ways pursuant to this franchise, in such coverages as are commercially reasonable for a similarly -situated company providing similar goods and services; provided, however, in no event shall such insurance coverage be less than amounts for which the City would be liable under the Wyoming Governmental Claims Act, W.S. § 1-39-101 *et seq.*, as it may be amended from time to time.

SECTION 8. Annexation

A. Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electric Facilities owned, maintained, or operated by Rocky Mountain Power located within any Public Ways of the annexed territory shall thereafter be subject to all of the terms hereof.

B. Notice of Annexation. When any territory is approved for annexation to the City, the City's Community Development Director or his/her designee shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed as to the addressees below, or such other updated address as Rocky Mountain Power shall provide to the City in writing by certified mail, return receipt requested.

Rocky Mountain Power

Attn: Annexations

P.O. Box 400

Portland, Oregon 97207-0400

With a copy to:
Rocky Mountain Power
Attn: Office of the General Counsel
1407 West North Temple, Room 320
Salt Lake City, UT 84116

Notwithstanding the foregoing, failure of the City to provide the notice described herein shall not constitute a material breach of this franchise.

SECTION 9. Plan, Design, Construction and Installation of Electric Facilities.

A. All Electric Facilities installed or used under authority of this franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

B. All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City, and as follows:

1. Rocky Mountain Power is authorized to make excavations in City streets, alleys and public rights-of-way for purposes of routine repair, replacement and maintenance of Electric Facilities. Rocky Mountain Power shall direct its subcontractors to obtain excavation permits for streets and alleys within City rights-of-way, regardless of surfacing types, and traffic control permits for all streets, and shall not unnecessarily obstruct the use of streets, alleys or public rights-of-way. In the week prior to any planned excavations in the Public Ways, Rocky Mountain Power shall provide notice to the City of such excavations via email to the City's Public Works Department at the email address(es) or other means of contact as set forth in the then-current Community Performance Plan, or to such other email address(es) or means of contact as the City may provide to Rocky Mountain Power in writing from time to time. All mains, services, and pipes laid or installed under this franchise shall be so located and placed as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs, but shall provide notice to the City via the above email addresses within a week following the emergency work. All excavation shall be performed in a manner that is anticipated to create the least inconvenience to the public as practicable, and in accordance with any permits and manuals issued by the City.

2. Rocky Mountain Power, in doing any work in connection with its Electric Facilities, shall avoid, so far as practicable, interfering with the use of any street, alley or public place, and where the paving or surface of any street, alley or public place is disturbed, Rocky Mountain Power, at its own expense, shall replace such paving or surface in accordance with the City of Casper's Standard Specifications for Street Construction in the Casper Municipal Code, and any other applicable ordinances, as they may be amended from time to time.

3. Paved streets shall be bored or drilled when they are crossed beneath the ground by Rocky Mountain Power's Electric Facilities so that the City's paved streets will not be unnecessarily damaged. The City Manager or his/her designee, in his/her sole discretion, may allow other

construction methods when it is found that drilling or boring is unreasonable and will not provide a sufficient public benefit for the cost.

4. In the event the City desires to undertake a project that may interfere with Rocky Mountain Power's facilities located within the Public Ways, Rocky Mountain Power shall cooperate and coordinate with the City to provide information about the existence and location of Rocky Mountain Power's facilities.

5. This franchise does not establish priority for use of public rights-of-way over holders of other permits or franchises; it grants no vested interest in occupying any particular position in the public rights-of-way. The City shall control distribution of space in the public rights-of-way, but may not exercise that authority unreasonably or in a way that would cause a violation of the National Electrical Safety Code or any other applicable standard. No location of any Electric Facilities shall give rise to a vested interest in public property.

6. Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the City shall give written notice to Rocky Mountain Power.

C. If, during the course of work on its Electric Facilities, Rocky Mountain Power causes damage to or alters the Public Ways or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

D. In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

E. The City shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky

Mountain Power shall have the right to inspect, at the City's expense, such attachments to ensure compliance with this Section 9.E. and to require the City to remedy any defective attachments.

F. Rocky Mountain Power shall have the right to excavate the public right-of-ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the City of such work by written notice and shall allow the City, at its own expense (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with Rocky Mountain Power's Electric Facilities or delay project completion.

SECTION 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

Rocky Mountain Power
Attn: Estimating Department
2840 E. Yellowstone Highway
Casper, WY 82609

SECTION 11. Relocations of Electric Facilities.

A. The City reserves the right to require Rocky Mountain Power to relocate its Electric Facilities, except for street lights, within the Public Ways for street and/or right-of-way projects in the interest of public convenience, necessity, health, safety or welfare, at no cost to the City. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electric Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work, and shall support the efforts of Rocky Mountain Power to obtain reimbursement by providing any relevant public records requested by Rocky Mountain Power that are available under the Wyoming Public Records Act, Wyoming Statutes § 16-4-201 *et seq.*

B. Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of Electric Facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

C. Indemnification for relocation is addressed in Section 6 B. of this franchise.

SECTION 12. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways to prevent the branches or limbs or other part of such trees or

vegetation from interfering with Rocky Mountain Power's Electric Facilities. Such pruning shall comply with *the American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Rocky Mountain Power, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

SECTION 13. Compensation. Reopening, Audit and Reports

A. Franchise Fee. In consideration of the rights, privileges, and franchise hereby granted, Rocky Mountain Power shall pay to the City for the first four (4) years after the effective date of the acceptance of this franchise, seven percent (7%) of its gross revenues derived from within the corporate limits of City. After four (4) years, the rate shall drop to five percent (5%), unless the rate is changed by the Casper City Council, and Rocky Mountain Power is notified as described below in this section. The term "gross revenue" as used herein shall be construed to mean any revenue of Rocky Mountain Power derived from the retail sale and use of electric power and energy within the municipal boundaries of the City after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. Notwithstanding any provision to the contrary, at any time during the term of this franchise, the City may elect to change the franchise fee amount as may then be allowed by state law. The City shall provide Rocky Mountain Power with prior written notice of such change following adoption of the change in percentage by the City. The change shall be effective sixty (60) days after the City has provided such written notice to Rocky Mountain Power.

B. Offset. The franchise fee shall not be in addition to any other license, occupation, franchise or excise taxes or charges which might otherwise be levied or collected by the City from Grantee with respect to Rocky Mountain Power's exercise of this franchise within the corporate limits of the City, and the amount due to the City under any such other license, occupation, franchise or excise taxes or other charges for corresponding periods shall be reduced by deducting therefrom the amount of said franchise fee paid hereunder.

C. Audit. Rocky Mountain Power will provide the City with a current audit file upon request, but no more than every three (3) years, at no expense to the City. If a net franchise underpayment is discovered as a result of an audit, Rocky Mountain Power shall back-bill the customer(s) involved for the preceding six (6) months, in accordance with Wyoming Public Service Commission regulations.

D. Payments and Reports.

1. Monthly Payments. Rocky Mountain Power's franchise fee payments to the City shall be computed monthly and the check(s) forwarded to the City Treasurer within thirty (30) days following the end of each calendar month.

2. Franchise Fee Reports. Each payment shall be accompanied by a written report to the City, verified by an authorized representative of Rocky Mountain Power, containing an accurate statement of the company's revenue for that month within the City, the amount of the franchise fee, and the basis for the calculation.

3. Annual Report. The final report for each calendar year (December) shall reflect the total payments for that calendar year.

4. No Accord and Satisfaction. No acceptance of any payment shall be construed as an accord and satisfaction by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for additional sums payable or for the performance of any other obligation of Rocky Mountain Power.

SECTION 14. Renewal. At least 180 days prior to the expiration of this franchise, Rocky Mountain Power and the City either shall agree to extend the term of this franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement franchise is not entered into upon expiration of this franchise, provided that Rocky Mountain Power continues to pay the same compensation fee specified in Section 13 during that time, and provides the same insurance and indemnification to the City as described hereunder.

SECTION 15. No Waiver. Neither the City nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 16. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder (including acceptance of all terms, conditions and provisions of this franchise), unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

SECTION 17. Amendment. At any time during the term of this franchise, the City or Rocky Mountain Power may propose amendments to this franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this franchise shall be effective until mutually agreed upon by the City and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

SECTION 18. Non -Contestability --Breach of Contract.

A Neither the City nor Rocky Mountain Power will take any action for the purpose of securing modification of the terms and conditions of this franchise before either the Public Service

Commission or any Court of competent jurisdiction. Provided, however, neither party shall be precluded from taking any action it deems necessary to resolve any differences in interpretation of the franchise, nor shall either party be precluded from seeking relief from the Courts in the event Public Service Commission orders, rules or regulations conflict with or make performance under the franchise illegal. Notwithstanding the foregoing, the parties shall first attempt to resolve any dispute through direct negotiation between the representatives of the parties. If the representatives are unable to reach agreement within (60) days after presentation of the dispute, then each of the parties may proceed with taking the dispute to the Public Services Commission.

B. In the event Rocky Mountain Power or the City fails to fulfill any of their respective obligations under this franchise, the City, or Rocky Mountain Power, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this franchise shall become effective without such action which would be necessary to formally amend the franchise.

SECTION 19. Notices. Unless otherwise specified herein, all notices from Rocky Mountain Power to the City pursuant to or concerning this franchise shall be delivered to the City Manager's Office, with a copy to the City Attorney's office at 200 N David St., Casper, Wyoming 82601 or such other office as the City may advise Rocky Mountain Power of by written notice. Unless otherwise specified herein, all notices from the City to Rocky Mountain Power pursuant to or concerning this franchise shall be delivered to Community Manager, Rocky Mountain Power, 2840 E. Yellowstone Highway, Casper, Wyoming 82609, with a copy to Rocky Mountain Power, Attn: General Counsel, 1407 W. North Temple, Suite 320, Salt Lake City, Utah 84116, or such other office as Rocky Mountain Power may advise the City of by written notice.

SECTION 20. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the franchise or any renewal or renewals thereof.

SECTION 21. Arbitration. In the event of any dispute arising under this franchise, the parties shall first attempt to resolve the matter through direct negotiation between the representatives of the parties. If the representatives are unable to resolve the issue within (60) days after presentation of the dispute, then each of the parties hereto agree to non-binding arbitration in accordance with Wyoming Statutes § 1-36-101 *et seq.* Each party shall select an arbitrator, and the two arbitrators shall jointly appoint a third arbitrator, who shall be the arbitrator to hear the dispute.

SECTION 22. Governmental Claims Act. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, W.S. § 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.

SECTION 23. Repeal of previous franchise ordinances. Upon the effective date hereof, and upon acceptance of the Company, the following will be repealed: Ordinance No. 24-99 of the City, passed and approved November 4, 1999, granting a franchise to Rocky Mountain Power; Ordinance No. 19-13 of the City, passed and approved on August 6, 2013; the Franchise Extension Agreement between the parties as approved by the City Council on May 2, 2017; and the Second Franchise Extension Agreement between the parties as approved by City Council on October 17, 2017.

PASSED on 1st reading the 17th day of October, 2017.

PASSED on 2nd reading the 7th day of November, 2017.

PASSED, APPROVED AND ADOPTED on the 3rd and final reading the 21st day of November, 2017.

Mayor Humphrey opened the public hearing for the consideration of the vacation of a portion of South Spruce Street, between East 14th and 15th Streets.

Interim City Attorney Chambers entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated October 30, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated November 20, 2017. City Manager Napier provided a brief report.

Speaking in support were: Dennis Bay, Executive Director of District Services Natrona County School District, Steve Ellbogen, Principal of Dean Morgan, and Dean Morgan student Teryn Bailey.

Dennis Steensland, 533 S. Washington, addressed Council to ask questions and express his desire that the school district follow through with the closing of the street in a timely manner. Mr. Ellbogen explained the temporary and long-term solutions planned for the closure.

There being no others to speak for or against the issues involving the vacation of a portion of South Spruce Street, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 20-17
AN ORDINANCE APPROVING THE VACATION OF A
PORTION OF SOUTH SPRUCE STREET.

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

Mayor Humphrey opened the public hearing for the consideration of the amendment to the fiscal year 2017-2018 budget.

Interim City Attorney Chambers entered two (2) exhibits: correspondence from Tom Pitlick to J. Carter Napier, dated November 15, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated November 16, 2017. City Manager Napier provided a brief report.

There being no one to speak for or against the issue, the public hearing was closed. Following resolution read:

RESOLUTION NO. 17-210
A RESOLUTION AMENDING THE FISCAL YEAR 2018
BUDGET OF THE CITY OF CASPER, AUTHORIZING THE
ADJUSTMENT OF FUNDS THEREUNDER.

Councilmember Laird presented the foregoing resolution for adoption. Seconded by Councilmember Hopkins. Councilmembers expressed their support for these changes to the budget and thanked staff for their hard work. City Manager Napier addressed questions presented by Council. Moved by Councilmember Laird to amend Resolution No. 17-210 to reflect the increase of \$303,749 to the general revenue fund. Seconded by Councilmember Walsh. Motion to amend the resolution passed. Council then voted on Resolution No. 17-210, as amended. Motion passed.

Mayor Humphrey excused herself from the meeting briefly.

Mayor Pro Tem Pacheco opened the public hearing for the consideration of the transfer of ownership interest in Retail Liquor License No. 7, Love Holdings, LLC, d/b/a C85@ The Branding Iron.

Interim City Attorney Chambers entered four (4) exhibits: correspondence from Tom Pitlick, to J. Carter Napier, dated November 6, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated November 14, 2017, an affidavit of website publication, as published on the City of Casper website, dated November 6, 2017, and the liquor license application filed October 20, 2017. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving Retail Liquor License No. 7, the public hearing was closed.

Moved by Councilmember Laird, seconded by Councilmember Powell, to, by minute action, authorize the transfer of ownership interest in Retail Liquor License No. 7. Mayor Humphrey was not present to vote. Councilmember Huckabay abstained from voting. Motion passed.

Mayor Pro Tem Pacheco opened the public hearing for the consideration of the issuance of Bar and Grill Liquor License No. 9, for Moreno and Moreno, LLC, d/b/a Guadalajara Family Mexican Restaurant, located at 3350 CY Avenue.

Interim City Attorney Chambers entered four (4) exhibits: correspondence from Tom Pitlick, to J. Carter Napier, dated October 16, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated November 13, 2017, an affidavit of website publication, as published on the City of Casper website, dated October 16, 2017, and the Liquor License application filed

October 10, 2017. City Manager Napier provided a brief report. Mayor Humphrey returned to the meeting.

Speaking in support was Maria Michel, an owner of Guadalajara Family Mexican Restaurant.

There being no others to speak for or against the issues involving Bar and Grill Liquor License No. 9, the public hearing was closed.

Moved by Councilmember Huckabay, seconded by Councilmember Laird, to, by minute action, authorize the issuance of Bar and Grill Liquor License No. 9. Motion passed.

Mayor Humphrey opened the public hearing for the consideration of the issuance of Resort Liquor License No. 6, for City of Casper d/b/a Hogadon Basin Ski Area, located at 2500 West Hogadon Road.

Interim City Attorney Chambers entered four (4) exhibits: correspondence from Tom Pitlick, to J. Carter Napier, dated October 24, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated November 13, 2017, an affidavit of website publication, as published on the City of Casper website, dated October 25, 2017, and the Liquor License application filed September 6, 2017. City Manager Napier provided a brief report.

Speaking in support were: Tracy LaMont, 9855 Crimson Dawn; Dennis Steensland, 533 S. Washington; Ray Bader, 3800 Plateau; and, Bruce Lamberson, 2449 Hogadon Road. City Manager Napier addressed questions presented to Council by Mr. Steensland.

There being no others to speak for or against the issues involving Resort Liquor License No. 6, the public hearing was closed.

Moved by Councilmember Powell, seconded by Councilmember Hopkins, to, by minute action, authorize the issuance of Resort Liquor License No. 6. Councilmembers made statements on the matter. Councilmember Walsh voted nay. Motion passed.

The following ordinances were considered, on second reading, by consent agenda.

ORDINANCE NO. 15-17

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 1-4, THOMAS D. ROSS #1 ADDITION IN THE CITY OF CASPER, WYOMING.

ORDINANCE NO. 19-17

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 1-8 OF THE CPH ADDITION IN THE CITY OF CASPER, WYOMING.

Councilmember Morgan presented the foregoing two (2) ordinances for adoption, on second reading, by consent agenda. Seconded by Councilmember Hopkins. Motion passed.

Following resolution read:

RESOLUTION NO. 17-221

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE MANAGEMENT AGREEMENT BETWEEN THE CITY OF CASPER AND GLOBAL SPECTRUM, L.P. A DELAWARE LIMITED PARTNERSHIP D/B/A SPECTRA VENUE MANAGEMENT.

Councilmember Powell presented the foregoing resolution for adoption. Seconded by Councilmember Pacheco. City Manager Napier provided a brief report. Councilmembers discussed this topic at length. City Manager Napier and Dan Coryell, City of Casper Parks Manager, addressed questions presented by Council. Interim City Attorney Chambers also provided clarification on the term of the contract. Councilmembers Morgan and Walsh voted nay. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 17-211

A RESOLUTION AUTHORIZING A UTILITY EASEMENT WITH LUCAS M. JOHNSON FOR THE SOUTH FOREST DRIVE STREET VACATION.

RESOLUTION NO. 17-212

A RESOLUTION AUTHORIZING A UTILITY EASEMENT WITH ROY E. PRIOR FOR THE SOUTH FOREST DRIVE STREET VACATION.

RESOLUTION NO. 17-213

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE LEASE BETWEEN THE CITY OF CASPER AND CASPER LEGION BASEBALL CLUB, INC., FOR MIKE LANSING FIELD.

RESOLUTION NO. 17-214

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR A TIME EXTENSION OF TWO HUNDRED FORTY-ONE (241) DAYS FOR THE CENTER & 9TH STREETS INTERSECTION CONTROLS, PROJECT NO. 17-053.

RESOLUTION NO. 17-215

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH TRETO CONSTRUCTION, LLC FOR THE COLUMBINE STREET IMPROVEMENTS, PROJECT NO. 17-003.

RESOLUTION NO. 17-216

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A TIME EXTENSION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM FUNDED ROBERTSON ROAD SOUTH PATHWAY, PROJECT NO. 15-41.

RESOLUTION NO. 17-217

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE CY BOOSTER STATION REPLACEMENT, PROJECT NO. 16-024.

RESOLUTION NO. 17-218

A RESOLUTION AUTHORIZING A QUITCLAIM DEED FOR CLOSING ON THE SALE OF LOT 1, BLOCK 1, CEMETERY ADDITION (WOLF CREEK CEMETERY PROPERTY).

RESOLUTION NO. 17-219

A RESOLUTION AUTHORIZING A QUITCLAIM DEED FOR CLOSING ON THE SALE OF THE 777 BERNADINE STREET PROPERTY, DESCRIBED AS LOTS 24-28, BLOCK 2, KEYSTONE ADDITION TO THE CITY OF CASPER.

RESOLUTION NO. 17-220

A RESOLUTION AMENDING THE COMMUNITY DEVELOPMENT DEPARTMENT FEE SCHEDULE.

RESOLUTION NO. 17-222

A RESOLUTION AMENDING RESOLUTION 17-165 REGARDING THE FEES FOR THE USE OF HOGADON BASIN SKI AREA.

Councilmember Pacheco presented the foregoing eleven (11) resolutions for adoption. Seconded by Councilmember Morgan. Motion passed.

Moved by Councilmember Morgan, seconded by Councilmember Hopkins, to, by consent minute action, authorize the discharge of \$15,990.48 of uncollectible accounts receivable balances, aged between the dates of July 1, 2012 and September 30, 2012, including more recent bankruptcies; and authorize the reappointments of Ben Schrader, Doug Follick, and Bob Chynoweth to the Amoco Reuse Agreement Joint Powers Board. Motion passed.

Individuals addressing the Council were: Jacquie Anderson, 116 ½ E. 2nd, informing Council about issues with food trucks in the downtown and requesting that the temporary parking permit process be seized; Toni Stanley, 1052 S. Jackson, requesting that food trucks not be allowed near

established restaurant locations; and Duane Jensen, owner of Charlie T's Pizza, also asking that food trucks be regulated.

Mayor Humphrey asked City Manager Napier for background on this topic. City Manager Napier elaborated on the subject.

Also addressing the Council were: Shawn Houck, 602 S. Park, stating that parking space control and food trucks in the downtown are two separate issues; Dennis Steensland, 533 S. Washington, asking about the management of the lodge at Hogadon; and Tracy LaMont, 721 E. 12th, regarding various concerns.

Mayor Humphrey noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, November 28, 2017, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, December 5, 2017, in the Council Chambers.

At 9:18 p.m., it was moved Councilmember Laird, seconded by Councilmember Huckaby, to adjourn into executive session to discuss personnel. Motion passed. Council moved into the Council meeting room.

Council returned to the Council Chambers. At 9:40 p.m., it was moved and seconded to adjourn the executive session and regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor