

REGULAR COUNCIL MEETING  
 Tuesday, April 18, 2017  
 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.

<b>Council Goals Scorecard</b> <i>Actions since 5/5/2015</i>
<b>31</b>
<b>211</b>
<b>81</b>

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE APRIL 4, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON APRIL 14, 2017
4. CONSIDERATION OF BILLS AND CLAIMS
5. BRIGHT SPOTS IN OUR COMMUNITY – A WINNING COMBINATION: CASPER FIRE DEPARTMENT AND CITY BUILDING DIVISION TEAM UP ON INSPECTIONS
6. PUBLIC HEARINGS

A. Ordinance

1. **Amendment to the Old Yellowstone District Form-Based Code, as it Pertains to Off Street Parking Requirements.**
2. **Amendment to the Old Yellowstone District Form-Based Code, Pertaining to the Goals and Intent of the Old Yellowstone District, and the Clarification of Prohibited Uses.**
3. **Replat and a Zone Change for the Proposed C85 Addition.**

7. THIRD READING ORDINANCE

A. Consent

1. **Vacation and Replat Creating Lot 7, Block 200, City of Casper Addition, and a Zone Change of Proposed Lot 7 to PH (Park Historic).**

8. RESOLUTIONS

- A. Authorizing a Contract for Professional Services with the **Center for Public Safety Management, LLC**, for an **Independent Comprehensive Analysis of Casper Police Department Services.**

8. RESOLUTIONS

B. Consent

1. **Authorizing a One-year Contract with AAA Landscaping for Clean-up of Weeds, Grass Cuttings, and Trash Covered Properties.**

2015 Goals		
Downtown	Infrastructure	Recreation

8. RESOLUTIONS (continued)

B. Consent

2. Authorizing a One-year Contract with **Double J's Mow n Snow** for **Clean-up of Weeds, Grass Cuttings, and Trash Covered Properties.**
3. Authorizing a One-year Contract with **HoleShot Lawn Care Service, LLC**, for **Clean-up of Weeds, Grass Cuttings, and Trash Covered Properties.**
4. Authorizing a One-year Contract with **Two Brothers Lawn Service, LLC**, for **Clean-up of Weeds, Grass Cuttings, and Trash Covered Properties.**
5. Authorizing Amendment No. 1 to the Lease and Operating Agreement with the **Casper Soccer Club** for Operation of the **Concessions Building at the North Casper Soccer Complex.**
6. Authorizing Amendment No. 1 to the Lease Agreement with the **Casper Soccer Club** for the Operation of the **North Casper Soccer Complex.**
7. Authorizing Lease Agreement with the **Casper Midget Football Association** for Use of the Fields Located at the **Washington Park Ballfield** and the **George Tani Complex.**
8. Authorizing Lease Agreement with the **Casper Cobras** for Operation of the **13<sup>th</sup> and Sycamore Ballfields.**
9. Authorizing Funding Agreement between the **Natrona County Conservation District** and the City of Casper.
10. Authorizing Agreement with **Civil Engineering Professionals, Inc.**, in the Amount of \$136,225, for the **North McKinley Street Railroad Underpass Drainage Repairs Project.**
11. Authorizing an Agreement with Western Plains Landscaping, LLC, dba **3 Cord Construction**, in the Amount of \$59,500, for the **Mike Sedar Pool Cover Project.**
12. Accepting a Trails Grant from **Keep America Beautiful**, in the Amount of \$5,000, for Construction of a **Nature Trail Located on City Property North of Crossroads Park.**

2015 Goals		
Downtown	Infrastructure	Recreation
		X
		X
		X
		X
	X	
		X
		X

8. RESOLUTIONS (continued)

B. Consent

13. Authorizing Agreement with **Dana Kepner of Wyoming, Inc.**, in the Amount of \$41,702.64, for the **2017 CPU Materials Procurement Project**.
14. Authorizing Agreement with **Waterworks Industries, Inc.**, in the Amount of \$19,878, for the **2017 CPU Materials Procurement, Project**.
15. Authorizing Agreement with JTL Group, Inc., dba **Knife River**, in the Amount of \$600,070, for the **2017 Chip Seal Project**.
16. Authorizing Agreement with **Full Contact Concrete, LLC**, in the Amount of \$24,805, for the **5<sup>th</sup> Street Curb and Gutter Project**.
17. Authorizing Agreement with **Electronic Recyclers International**, in the Annual Amount of \$35,000, for the **Electronics Waste Recycling Program**.
18. Authorizing Agreement with **Inberg-Miller Engineers**, in the Amount of \$20,000, for the **Construction Testing and Material Sampling Services**.
19. Authorizing Funding Agreement with **Central Wyoming Regional Water System Joint Powers Board** for a **System Investment Charge Update Study** for the Central Wyoming Regional Water System and the City of Casper.

9. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of One (1) Used **John Deere Gator with Dakota 410 Turf Tender**, from **Stotz Equipment**, Evansville, Wyoming, in the Estimated Total Amount of \$39,159.11, for Use by the Parks Division.
2. Authorizing the Purchase of One (1) Used **Genie Tele-Handler**, from **Wyoming Rents, LLC**, Casper, Wyoming, in the Estimated Total Amount of \$35,540, for Use by the Solid Waste Division.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
	X	
	X	
	X	
	X	
	X	

9. MINUTE ACTION (continued)

A. Consent

3. Authorizing the Purchase of Two (2) New **Belly Deck Mowers**, from **Stotz Equipment**, Evansville, Wyoming, in the Estimated Total Amount of \$26,051.50, for Use by the Parks Division of the Public Services Department.
4. Authorizing the Purchase of One (1) New **Half Ton 4x4 Pick-up** with Options, from **Fremont Motor Company-Lander**, Lander, Wyoming, in the Estimated Total Amount of \$30,448, for Use by the Metro Animal Services Division.
5. Authorizing the Purchase of Four (4) New **Half Ton 4x4 Pick-ups** with Options, from **Fremont Motor Company-Casper**, Casper, Wyoming, in the Estimated Total Amount of \$101,184.30, for Use by the Public Services and Support Services Departments.
6. Authorizing the Mayor to Sign a **Letter of Support** to be Included in the City’s Application to Become a Part of the **American Association of Retired Persons Network of Age-Friendly Communities**.
7. Appointing **Councilman Bob Hopkins** to the **Central Wyoming Regional Water System Joint Powers Board**, for the Remainder of One (1), Three (3) Year Term Expiring December 31, 2019.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	

10. COMMUNICATIONS

A. From Persons Present

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

12. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

- 6:00 p.m. Tuesday, May 2, 2017 – Council Chambers
- 6:00 p.m. Tuesday, May 16, 2017 – Council Chambers

**Work sessions**

- 4:30 p.m. Tuesday, April 25, 2017 – Council Meeting Room
- 4:30 p.m. Tuesday, May 9, 2017– Hogadon Tour – no other agenda items

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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

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COUNCIL PROCEEDINGS  
 Casper City Hall – Council Chambers  
 April 4, 2017

Casper City Council met in regular session, with a delayed start, at 6:10 p.m., Tuesday, April 4, 2017. Present: Councilmembers Hopkins, Huckabay, Johnson, Morgan, Pacheco, and Powell. Mayor Humphrey and Councilmember Walsh joined the meeting at 6:30 p.m. Absent: Councilmember Murphy.

Moved by Councilmember Powell, seconded by Councilmember Hopkins, to, by minute action, excuse the absence of Mayor Humphrey and Councilmembers Murphy and Walsh. Motion passed.

Vice Mayor Pacheco led the audience in the Pledge of Allegiance.

Moved by Councilmember Morgan, seconded by Councilmember Powell, to, by minute action, approve the minutes of the March 21, 2017, regular Council meeting, as published in the Casper-Star Tribune on March 26, 2017. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Hopkins, to, by minute action, approve payment of the April 4, 2017, bills and claims, as audited by Acting City Manager Becher. Motion passed.

Bills & Claims  
 04/04/17

71Construction	Projects	\$375.00
AGiraldo	Services	\$40.00
ALamotte	Refund	\$48.58
AMBI	Services	\$487.68
APB	training	\$2,250.00
AtlanticElectric	Services	\$3,192.08
B Raisch	Services	\$171.60
Balefill	Services	\$51,098.93
BankOfAmerica	Goods	\$172,207.45
Burns&McDonnellEngineering	Services	\$12,219.18
CasperLeagueOfWomen	Services	\$772.50
CasperPubSafetyComm	Services	\$2,497.16
CATC	Funding	\$139,472.00
CCarpenter	Reimb	\$300.00
CentralPaint&Body	Services	\$1,056.00
Centurylink	Services	\$1,196.12
CHDiagnostic	Services	\$440.00
CityofCasper	Services	\$12,487.34
CivilEngineeringProfessionals	Projects	\$9,706.61
ClerkCircuitCourt	Services	\$303.89
ClerkDistrictCourt	Services	\$400.00
CommTech	Goods	\$1,490.54

CrimeSceneInfo	Services	\$86.25
Dell	Goods	\$1,359.82
DeluxeBusinessChecks	Goods	\$280.57
DenverIndustrialSales	Goods	\$62,167.00
DesertMtn	Goods	\$8,598.40
DoubleDWelding	Services	\$115.00
EnvironmentalCivilSolutions	Services	\$787.95
FirstData	Services	\$4,145.30
FirstInterstateBank	Services	\$242.24
FmlyJrnyCtr	Services	\$567.36
GarageDoorDudes	Services	\$3,453.00
GarlickLaw	Services	\$1,145.26
GemCityRoofing	Services	\$11,456.40
GMayhue	Reimb	\$118.74
GolderAssociates	Services	\$8,801.53
GrizzlyExcavating	Projects	\$16,681.69
GRoybal	Refund	\$23.17
Hach	Goods	\$2,368.27
HDR Engineering	Projects	\$9,956.33
Homax	Goods	\$31,258.46
HStainbrook	Refund	\$47.37
HultConst	Services	\$38,951.10
InbergMillerEngineers	Services	\$4,580.00
ITCElec	Services	\$2,160.00
ITCElect	Refund	\$88.89
JChristensen	Reimb	\$29.43
JTLGroup	Services	\$447.90
KBurkhart	Refund	\$46.87
KKoile	Refund	\$275.00
KTWO-TV	Services	\$400.00
LenhartMasonAssoc	Services	\$2,985.00
Lower&Co	Svc	\$150.00
MaxAuto	Parts	\$10,000.00
McMurryReadyMix	Goods	\$747.00
MFondevilla	Refund	\$50.42
MLockwood	Reimb	\$98.00
Motorola	Goods	\$15,393.32
MPIWarehouse	Goods	\$61.48
NevesUniforms	Goods	\$2,344.55
OilCityPrntrs	Services	\$165.64
Pepsi	Goods	\$231.70
PieceACake	Goods	\$75.00
PostalPros	Services	\$8,624.79
ResourceManagement	Goods	\$1,349.00
RockyMtnPower	Services	\$50,104.99
RodBarstadsPnt	Services	\$748.70



SchanePublishing	Ad	\$925.00
SDaley	Reimb	\$55.10
SJohnson	Reimb	\$55.52
SNelson	Reimb	\$194.69
SourceGas	Services	\$7,240.47
StarLineFeeds	Goods	\$570.15
StealthPartnerGroup	Services	\$56,557.12
T Jackson	Reimb	\$23.92
TVBauer	Refund	\$44.84
UltraMax	Goods	\$10,140.00
UrbanInteractive	Services	\$250.00
VGonzales	Reimb	\$4.32
WasteWaterTreatment	Funding	\$286,176.72
WERCSCommunications	Services	\$1,527.50
WesternMedical	Services	\$7,310.00
WesternWaterConsult	Services	\$11,007.73
WorthingtonLenhart&Carpenter	Services	\$11,802.29
WThornton	Reimb	\$16.42
WyAssocSheriffs&Chiefs	Services	\$500.00
WyDivisionCriminalInvestigation	Services	\$156.00
WyMedCenter	Services	\$708.00
YouthCrisisCenter	Funding	\$4,453.04
		\$1,115,700.38

Vice Mayor Pacheco welcomed representatives from Serve Wyoming. Melissa Stahley-Cummings, a representative from Serve Wyoming, gave background about the organization and recognized other members of the National Service team, Ameri Corps and Senior Corps. Vice Mayor Pacheco then read a proclamation recognizing the hard work of these organizations and declaring April 4 as National Service Recognition Day.

Moved by Councilmember Powell, seconded by Councilmember Morgan, to, by minute action, establish April 18, 2017, as the public hearing date for the consideration of:

- a. Ordinance amendment to the Old Yellowstone District form-based code, as it pertains to off street parking requirements.
- b. Ordinance amendment to the Old Yellowstone District form-based code, pertaining to the goals and intent of the Old Yellowstone District, and the clarification of prohibited uses.
- c. Replat and a zone change for the proposed C85 addition.

Motion passed.

Vice Mayor Pacheco opened the public hearing for the consideration of the issuance of Restaurant Liquor License No. 33, to Firehouse Pizza Wood Fired, d.b.a. Firehouse Pizza Wood Fired, Located at 395 Newport Suite No. 1.

City Attorney Luben entered four (4) exhibits: correspondence from Tracey L. Belser, to V.H. McDonald, dated March 9, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated March 27, 2017, an affidavit of website publication, as published on the City of

Casper website, dated March 9, 2017, and the Liquor License application filed January 19, 2017. Acting City Manager Becher provided a brief report.

There being no one to speak for or against the issues involving Restaurant Liquor License No. 33, the public hearing was closed.

Moved by Councilmember Johnson, seconded by Councilmember Morgan, to, by minute action, authorize the issuance of Restaurant Liquor License No. 33. Motion passed.

Vice Mayor Pacheco opened the public hearing for the consideration of the transfer of ownership and location for Retail Liquor License No. 8, for Z-Financial Administration and Management, Inc., located at 1121 Wilkins Circle, to Good 2 Go Stores, LLC, d.b.a. Good 2 Go, located at 1968 East Yellowstone Highway.

City Attorney Luben entered four (4) exhibits: correspondence from Tracey L. Belser, to V.H. McDonald, dated March 16, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated March 27, 2017, an affidavit of website publication, as published on the City of Casper website, dated March 13, 2017, and the Liquor License application filed January 19, 2017. Acting City Manager Becher provided a brief report.

Speaking in support was: Jeff Cooper, Corporate Buyer for Good 2 Go Stores, 3875 American Way, Idaho Falls, Idaho 83402; and Dennis Steensland, 533 South Washington. There being no others to speak for or against the issues involving Retail Liquor License No. 8, the public hearing was closed.

Moved by Councilmember Hopkins, seconded by Councilmember Powell, to, by minute action, authorize the transfer of ownership and location of Retail Liquor License No. 8. Motion passed.

Mayor Humphrey and Councilmember Walsh joined the meeting at 6:30 p.m.

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

**ORDINANCE NO. 4-17**  
AN ORDINANCE AMENDING CERTAIN SECTIONS OF  
CHAPTER 15.28 OF THE CASPER MUNICIPAL CODE, AND  
ADOPTING THE 2017 EDITION OF THE NATIONAL  
ELECTRICAL CODE.

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

**SECTION 1:**

The following sections of Chapter 15.28 of the Casper Municipal Code are hereby amended to read as follows:

The reference to the year in Sections 15.28.010, 15.28.040, 15.28.170, 15.28.300, 15.28.370(A) and 15.28.440 are deleted and shall read "2017."

SECTION 2:

If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3:

This ordinance shall be in full force and effort, from and after passage on three readings and publication.

PASSED on 1st reading the 7<sup>th</sup> day of March, 2017.

PASSED on 2nd reading the 21<sup>st</sup> day of March, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 4<sup>th</sup> day of April, 2017.

Councilmember Morgan presented the one (1) foregoing consent agenda ordinance for adoption, on third reading. Seconded by Councilmember Johnson. Motion passed.

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

ORDINANCE NO. 5-17

AN ORDINANCE APPROVING A REPLAT AND ESTABLISHING ZONING FOR THE PROPOSED LOT 7, BLOCK 200, IN THE CITY OF CASPER, WYOMING.

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

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 17-44

A RESOLUTION APPROVING A NATRONA COUNTY PLAT, "SUNBURST ACRES MAJOR SUBDIVISION".

RESOLUTION NO. 17-45

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE CASPER AIRMODELERS' ASSOCIATION, INC., OF CASPER, WYOMING FOR THE OPERATION OF THE CASPER AIRMODELERS' FACILITY.

RESOLUTION NO. 17-46

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH CASPER SKEET CLUB, INC., OF CASPER, WYOMING, FOR THE OPERATION OF THE CASPER SKEET SHOOTERS FACILITY.

Councilmember Morgan presented the foregoing three (3) resolutions for adoption. Seconded by Councilmember Johnson. Motion passed.

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

1. Acknowledge a name change for Retail Liquor License No. 4 from Mishmash, Inc., d.b.a. Karen and Jim's Restaurant, to the Office Bar and Grill, Inc., d.b.a. the Office Bar and Grill, located at 520 South Ash Street.
  2. Approve a change of dispensing room and approve an addition of a patio for Retail Liquor License No. 4, The Office Bar and Grill, Inc., d.b.a. The Office Bar and Grill, located at 520 South Ash Street.
  3. Authorize the renewal of a taxi company license for D&A Turbo Taxi, LLC, located at 3030 E. 5th Street, Casper, Wyoming.
  4. Authorize the purchase of one (1) used remote controlled slope mower, from Stotz Equipment, Evansville, Wyoming, in the estimated total amount of \$41,500, for use by the Parks Division.
  5. Authorize the discharge of \$158,292.39 of uncollectible accounts receivable balances.
- Motion passed.

Mayor Humphrey discussed a Fraternal Order of Police Lodge #6 survey regarding the police department that was shared with Council. Mayor Humphrey and Councilmembers Walsh and Huckabay voiced their immediate concerns. Vice Mayor Pacheco stated that there are issues that need to be dealt with using the correct processes and expressed concerns with discussing this issue in this forum.

Individuals addressing the Council were: Aimee Kidd, 455 Milton Avenue, regarding management of assault cases; Keith Goodenough, 333 S. Socony, regarding accountability for agencies that receive City funding, purchasing of police vehicles, and a written plan for the Eclipse festival; Tamara McNaughton, 2651 Lynn Lane, regarding treatment of victims of assault; Dennis Steensland, 533 S. Washington, regarding the upcoming Social Justice panel discussion; and Tracy LaMont, 721 E. 12<sup>th</sup> Street, regarding issues with the police department. Ms. Kidd also provided a written statement to be distributed to Councilmembers. Councilmember Walsh presented information regarding replacement of a generator for the Hall of Justice and roof for the jail. Mayor Humphrey reminded Council and citizens of the Sexual Assault Panel Discussion taking place on Thursday, April 6 from 7:00 p.m. to 8:00 p.m. at Durham Hall.

Mayor Humphrey noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, April 11, 2017, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, April 18, 2017, in the Council Chambers.

Moved by Councilmember Johnson, seconded by Councilmember Morgan, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 7:33 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## 71 CONSTRUCTION, INC.

94225C EZ STREET MIX	\$418.60	
94639C EZ STREET MIX	\$81.20	
94192C EZ STREET MIX	\$331.80	
94128C EZ STREET MIX	\$500.00	
	<b>\$1,331.60</b>	<b>Subtotal for Dept. Streets</b>
1701-5R RETAINAGE TO JOINT ACCOUNT	\$13,700.19	
1701-4R RETAINAGE TO JOINT ACCOUNT	\$5,719.10	
1701-5 NORTH PLATTE SANITARY SEWER	\$137,001.89	
1701-5 RETAINAGE	(\$13,700.19)	
1701-4 NORTH PLATTE SANITARY SEWER	\$57,190.99	
1701-4 RETAINAGE	(\$5,719.10)	
	<b>\$194,192.88</b>	<b>Subtotal for Dept. Waste Water</b>
	<b>\$195,524.48</b>	<b>Subtotal for Vendor</b>

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

17-03-331 POSTAGE	\$32.44	
	<b>\$32.44</b>	<b>Subtotal for Dept. City Attorney</b>
17-03-334 POSTAGE	\$53.60	
	<b>\$53.60</b>	<b>Subtotal for Dept. Engineering</b>
17-03-335 POSTAGE	\$706.22	
	<b>\$706.22</b>	<b>Subtotal for Dept. Finance</b>
17-03-337 POSTAGE	\$117.18	
	<b>\$117.18</b>	<b>Subtotal for Dept. Fire</b>
17-03-343 POSTAGE	\$652.60	
	<b>\$652.60</b>	<b>Subtotal for Dept. Health Insurance</b>
17-03-339 POSTAGE	\$99.72	
	<b>\$99.72</b>	<b>Subtotal for Dept. Metro Animal</b>
17-03-344 POSTAGE	\$337.75	
	<b>\$337.75</b>	<b>Subtotal for Dept. Police</b>
17-03-347 POSTAGE	\$3.42	
	<b>\$3.42</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
17-03-332 POSTAGE	\$21.44	
	<b>\$21.44</b>	<b>Subtotal for Dept. Refuse Collection</b>
	<b>\$2,024.37</b>	<b>Subtotal for Vendor</b>

## A-1 PORTABLES & SERVICES

1625 PORTABLES	\$130.00	
	<b>\$130.00</b>	<b>Subtotal for Dept. Balefill</b>
	<b>\$130.00</b>	<b>Subtotal for Vendor</b>

## ADRIAN MONTES

RIN0027568 CLOTHING REIMBURSEMENT	\$100.00	
	<b>\$100.00</b>	<b>Subtotal for Dept. Refuse Collection</b>
	<b>\$100.00</b>	<b>Subtotal for Vendor</b>

## ARROWHEAD HEATING & AIR CONDITIONING

8820 FILTER MAINTENANCE	\$180.00	
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# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## ARROWHEAD HEATING & AIR CONDITIONING

8899 FILTERS

\$180.00  
**\$360.00** Subtotal for Dept. Balefill  
**\$360.00** Subtotal for Vendor

## BETHANY RAVER

RIN0027585 COURT INTERPRETER

\$30.00  
**\$30.00** Subtotal for Dept. Municipal Court  
**\$30.00** Subtotal for Vendor

## BLACK HILLS ENERGY

AP000197040717 NATURAL GAS

\$15.75

AP000183040617 NATURAL GAS

\$4,022.19

AP000232040717 NATURAL GAS

\$250.86

**\$4,288.80** Subtotal for Dept. Aquatics

AP000229040717 NATURAL GAS

\$2,064.44

**\$2,064.44** Subtotal for Dept. Balefill

AP000187040617 NATURAL GAS

\$184.06

**\$184.06** Subtotal for Dept. Buildings & Structures

AP000196040717 NATURAL GAS

\$5,490.74

**\$5,490.74** Subtotal for Dept. Casper Events Center

AP000226040617 NATURAL GAS

\$60.99

**\$60.99** Subtotal for Dept. Cemetery

AP000189040617 NATURAL GAS

\$117.31

AP000190040617 NATURAL GAS

\$343.46

AP000185040617 NATURAL GAS

\$59.07

AP000227040617 NATURAL GAS

\$1,299.07

**\$1,818.91** Subtotal for Dept. City Hall

AP000186040617 NATURAL GAS

\$170.79

RIN0027587 NATURAL GAS

\$15,087.00

AP000230040717 NATURAL GAS

\$931.72

**\$16,189.51** Subtotal for Dept. Fire

AP000194040717 NATURAL GAS

\$1,948.68

**\$1,948.68** Subtotal for Dept. Fleet Maintenance

AP000195040617 NATURAL GAS

\$344.69

**\$344.69** Subtotal for Dept. Fort Caspar

AP000188040617 NATURAL GAS

\$301.68

**\$301.68** Subtotal for Dept. Golf Course

AP000184040617 NATURAL GAS

\$817.44

**\$817.44** Subtotal for Dept. Ice Arena

AP000192040717 NATURAL GAS

\$983.24

**\$983.24** Subtotal for Dept. Metro Animal

AP000222040717 NATURAL GAS

\$122.32

**\$122.32** Subtotal for Dept. Parks

AP000191040617 NATURAL GAS

\$918.27

**\$918.27** Subtotal for Dept. Recreation

AP000193040717 NATURAL GAS

\$18.02

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## BLACK HILLS ENERGY

	<b>\$18.02</b>	<b>Subtotal for Dept.</b>	Sewer
AP000228040717 NATURAL GAS	\$6,043.69		
	<b>\$6,043.69</b>	<b>Subtotal for Dept.</b>	Waste Water
AP000233040617 NATURAL GAS	\$595.13		
AP000231040717 NATURAL GAS	\$211.24		
	<b>\$806.37</b>	<b>Subtotal for Dept.</b>	Water
	<b>\$42,401.85</b>	<b>Subtotal for Vendor</b>	

## BRANT MARSHALL

1-264060 BOOT REIMBURSEMENT	\$75.00		
	<b>\$75.00</b>	<b>Subtotal for Dept.</b>	Water
	<b>\$75.00</b>	<b>Subtotal for Vendor</b>	

## CAROLINA SOFTWARE

64024 SOFTWARE	\$450.00		
63893 SOFTWARE	\$250.00		
	<b>\$700.00</b>	<b>Subtotal for Dept.</b>	Balefill
	<b>\$700.00</b>	<b>Subtotal for Vendor</b>	

## CASELLE, INC.

79863 SUPPORT & MAINTENANCE	\$75.00		
	<b>\$75.00</b>	<b>Subtotal for Dept.</b>	Finance
	<b>\$75.00</b>	<b>Subtotal for Vendor</b>	

## CASPAR BUILDING SYSTEMS, INC.

RIN0027590 FIRE STATION #6 CONSTRUCTION	\$266,705.00		
	<b>\$266,705.00</b>	<b>Subtotal for Dept.</b>	Fire
	<b>\$266,705.00</b>	<b>Subtotal for Vendor</b>	

## CASPER AMATEUR HOCKEY

21321 COMMUNITY PROMOTIONS	\$198.34		
21317 COMMUNITY PROMOTIONS	\$1,534.46		
21318 COMMUNITY PROMOTIONS	\$404.92		
21319 COMMUNITY PROMOTIONS	\$466.20		
21320 COMMUNITY PROMOTIONS	\$2,007.32		
21316 COMMUNITY PROMOTIONS	\$133.20		
	<b>\$4,744.44</b>	<b>Subtotal for Dept.</b>	Social Community Services
	<b>\$4,744.44</b>	<b>Subtotal for Vendor</b>	

## CASPER PUBLIC UTILITIES

RIN0027569 SANITATION	\$106.50		
RIN0027569 SEWER	\$21.65		
	<b>\$128.15</b>	<b>Subtotal for Dept.</b>	Water Treatment Plant
	<b>\$128.15</b>	<b>Subtotal for Vendor</b>	

## CENTRAL PAINT & BODY

32046 BODY SHOP REPAIRS	\$1,226.40		
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# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## CENTRAL PAINT & BODY

**\$1,226.40** Subtotal for Dept. Fleet Maintenance  
**\$1,226.40** Subtotal for Vendor

## CENTRAL WY. REGIONAL WATER

150580 WHOLESALE WATER  
150572 SYSTEM INVESTMENT FEES

\$241,618.52  
\$4,602.00  
**\$246,220.52** Subtotal for Dept. Water  
**\$246,220.52** Subtotal for Vendor

## CENTURYLINK

RIN0027584 PHONE USE	\$54.91	
	<b>\$54.91</b>	Subtotal for Dept. Balefill
RIN0027580 PHONE USE	\$344.61	
RIN0027580 PHONE USE	\$38.29	
RIN0027580 PHONE USE	\$125.62	
	<b>\$508.52</b>	Subtotal for Dept. Casper Events Center
RIN0027592 PHONE USE	\$40.26	
	<b>\$40.26</b>	Subtotal for Dept. Cemetery
RIN0027580 PHONE USE	\$34.41	
	<b>\$34.41</b>	Subtotal for Dept. City Hall
RIN0027580 PHONE USE	\$60.78	
RIN0027580 PHONE USE	\$299.61	
RIN0027580 PHONE USE	\$83.08	
RIN0027580 PHONE USE	\$159.74	
RIN0027580 PHONE USE	\$64.84	
RIN0027580 PHONE USE	\$64.84	
RIN0027580 PHONE USE	\$299.61	
RIN0027580 PHONE USE	\$60.78	
RIN0027580 PHONE USE	\$38.37	
RIN0027580 PHONE USE	\$60.78	
RIN0027580 PHONE USE	\$60.78	
RIN0027580 PHONE USE	\$83.08	
RIN0027580 PHONE USE	\$22.73	
RIN0027580 PHONE USE	\$213.19	
RIN0027580 PHONE USE	\$10,188.12	
	<b>\$11,760.33</b>	Subtotal for Dept. Communications Center
AP00013204071716 PHONE USE	\$1,510.63	
AP00005704071716 PHONE USE	\$2,349.01	
	<b>\$3,859.64</b>	Subtotal for Dept. Finance
RIN0027580 PHONE USE	\$129.24	
RIN0027580 PHONE USE	\$38.29	
RIN0027580 PHONE USE	\$38.29	
RIN0027580 PHONE USE	\$73.95	
RIN0027580 PHONE USE	\$38.29	
RIN0027580 PHONE USE	\$64.84	
RIN0027580 PHONE USE	\$64.84	
RIN0027580 PHONE USE	\$38.37	



# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## CENTURYLINK

RIN0027580 PHONE USE	\$76.58		
RIN0027580 PHONE USE	\$42.37		
	<b>\$605.06</b>	<b>Subtotal for Dept.</b>	<b>Fire</b>
RIN0027580 PHONE USE	\$125.16		
RIN0027580 PHONE USE	\$38.29		
	<b>\$163.45</b>	<b>Subtotal for Dept.</b>	<b>Fleet Maintenance</b>
RIN0027580 PHONE USE	\$64.84		
	<b>\$64.84</b>	<b>Subtotal for Dept.</b>	<b>Parking</b>
RIN0027580 PHONE USE	\$42.42		
RIN0027580 PHONE USE	\$121.57		
	<b>\$163.99</b>	<b>Subtotal for Dept.</b>	<b>Parks</b>
RIN0027580 PHONE USE	\$64.84		
RIN0027580 PHONE USE	\$39.12		
RIN0027580 PHONE USE	\$23.74		
RIN0027580 PHONE USE	\$28.65		
RIN0027580 PHONE USE	\$62.80		
RIN0027580 PHONE USE	\$38.29		
	<b>\$257.44</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
RIN0027580 PHONE USE	\$38.29		
	<b>\$38.29</b>	<b>Subtotal for Dept.</b>	<b>Recreation</b>
RIN0027580 PHONE USE	\$45.26		
RIN0027580 PHONE USE	\$64.84		
RIN0027580 PHONE USE	\$45.26		
	<b>\$155.36</b>	<b>Subtotal for Dept.</b>	<b>Streets</b>
RIN0027580 PHONE USE	\$1,772.85		
RIN0027580 PHONE USE	\$38.05		
	<b>\$1,810.90</b>	<b>Subtotal for Dept.</b>	<b>Waste Water</b>
RIN0027580 PHONE USE	\$95.14		
RIN0027580 PHONE USE	\$38.29		
	<b>\$133.43</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
	<b>\$19,650.83</b>	<b>Subtotal for Vendor</b>	

## CH2MHILL, INC.

381101228 NORTH PLATTE SANITARY SEWER	\$1,304.99		
	<b>\$1,304.99</b>	<b>Subtotal for Dept.</b>	<b>Waste Water</b>
	<b>\$1,304.99</b>	<b>Subtotal for Vendor</b>	

## CHROMASCAPE, INC

438076 MULCH DYE	\$14,104.00		
	<b>\$14,104.00</b>	<b>Subtotal for Dept.</b>	<b>Balefill</b>
	<b>\$14,104.00</b>	<b>Subtotal for Vendor</b>	

## CITY OF CASPER

150056 FALSE ALARM	\$15.00		
	<b>\$15.00</b>	<b>Subtotal for Dept.</b>	<b>Metro Animal</b>
150554 CASPER AMATEUR HOCKEY ICE TIME	\$1,770.00		

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## CITY OF CASPER

**\$1,770.00** Subtotal for Dept. Social Community Services  
**\$1,785.00** Subtotal for Vendor

## CITY OF CASPER - BALEFILL

150481 SANITATION	\$125.96	
	<b>\$125.96</b> Subtotal for Dept.	Code Enforcement
525/150646 SANITATION	\$25.85	
	<b>\$25.85</b> Subtotal for Dept.	Hogadon
150520 SANITATION	\$4,412.36	
2772/150541 SANITATION	\$423.94	
2772/150536 SANITATION	\$5,077.37	
2772/150570 SANITATION	\$6,012.24	
2772/150614 SANITATION	\$4,529.86	
2772/150712 SANITATION	\$329.94	
2772/150374 SANITATION	\$343.10	
2772/150453 SANITATION	\$5,637.65	
2772/150497 SANITATION	\$5,121.59	
2772/150706 SANITATION	\$5,468.88	
2772/150648 SANITATION	\$7,366.78	
2772/150683 SANITATION	\$5,220.76	
2772/150595 SANITATION	\$53,600.00	
	<b>\$103,544.47</b> Subtotal for Dept.	Refuse Collection
1276/150704 SANITATION	\$101.05	
1276/150613 SANITATION	\$126.90	
1276/150535 SANITATION	\$78.96	
1276/150474 SANITATION	\$114.68	
	<b>\$421.59</b> Subtotal for Dept.	Waste Water
	<b>\$104,117.87</b> Subtotal for Vendor	

## CIVIL ENGINEERING PROFESSIONALS, INC.

15-031-09 DESIGN SOLID WASTE FACILITY	\$750.00	
	<b>\$750.00</b> Subtotal for Dept.	Balefill
14-066-25 EAST CASPER ZONE III	\$7,043.38	
15-046-13 EAST 21ST STREET	\$7,224.00	
14-066-25 EAST CASPER ZONE III	\$3,469.12	
	<b>\$17,736.50</b> Subtotal for Dept.	Water
	<b>\$18,486.50</b> Subtotal for Vendor	

## COLLECTION CENTER INC.

972000000351 COLLECTION FEES	\$119.37	
	<b>\$119.37</b> Subtotal for Dept.	Refuse Collection
972000000351 COLLECTION FEES	\$90.72	
	<b>\$90.72</b> Subtotal for Dept.	Sewer
972000000351 COLLECTION FEES	\$267.40	
	<b>\$267.40</b> Subtotal for Dept.	Water
	<b>\$477.49</b> Subtotal for Vendor	

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## COMMUNICATION TECHNOLOGIES, INC.

77765 TRANSIT ANTENNAS	\$1,495.17		
	<b>\$1,495.17</b>	Subtotal for Dept.	Fire
77776 REPAIR GUNLOCKS	\$154.50		
77787 LIGHTBAR CHANGE	\$103.00		
	<b>\$257.50</b>	Subtotal for Dept.	Police
76103 EQUIPMENT INSTALLATIONS	\$4,000.00		
77759 DIGI TICKET INSTALLATION	\$154.50		
	<b>\$4,154.50</b>	Subtotal for Dept.	Police Equipment
	<b>\$5,907.17</b>	Subtotal for Vendor	

## CRISWELL TRUCKING LLC

2010-2425 REPAIRS TO TRUCK	\$240.00		
	<b>\$240.00</b>	Subtotal for Dept.	Balefill
	<b>\$240.00</b>	Subtotal for Vendor	

## DAVIDSON FIXED INCOME MGMT.

2017-3CASPER FIXED MANAGEMENT FEES	\$3,646.56		
	<b>\$3,646.56</b>	Subtotal for Dept.	Finance
	<b>\$3,646.56</b>	Subtotal for Vendor	

## DELTA CONSTRUCTION INC

11 HOGADON LODGE	\$449,886.00		
	<b>\$449,886.00</b>	Subtotal for Dept.	Hogadon
	<b>\$449,886.00</b>	Subtotal for Vendor	

## DELTA DENTAL PLAN OF WY.

RIN0027598 DENTAL INSURANCE	\$53,879.95		
	<b>\$53,879.95</b>	Subtotal for Dept.	Health Insurance
	<b>\$53,879.95</b>	Subtotal for Vendor	

## DESERT MTN. CORP.

16-51735 ICE SLICER	\$3,846.13		
	<b>\$3,846.13</b>	Subtotal for Dept.	Snow Removal
	<b>\$3,846.13</b>	Subtotal for Vendor	

## FIRST DATA MERCHANT SVCS CORP.

REMI1232087 CREDIT CARD FEES	\$61.05		
	<b>\$61.05</b>	Subtotal for Dept.	Code Enforcement
REMI1232080 CREDIT CARD FEES	\$12.40		
	<b>\$12.40</b>	Subtotal for Dept.	Fort Caspar
REMI1232083 CREDIT CARDFEES	\$286.54		
	<b>\$286.54</b>	Subtotal for Dept.	Municipal Court
	<b>\$359.99</b>	Subtotal for Vendor	

## FIRST INTERSTATE BANK

RIN0027588 DEPOSIT TICKETS	\$39.14		
RIN0027594 LOCKBOX FEES	\$2,224.62		

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## FIRST INTERSTATE BANK

RIN0027595 SERVICE CHARGES	\$1,033.61	
RIN0027596 DEPOSIT TICKETS	\$55.24	
	<b>\$3,352.61</b>	Subtotal for Dept. Finance
RIN0027597 SERVICE AWARDS	\$194.00	
	<b>\$194.00</b>	Subtotal for Dept. Human Resources
	<b>\$3,546.61</b>	Subtotal for Vendor

## FIRST INTERSTATE BANK - PETTY CASH

RIN0027577 PETTY CASH	\$22.95	
	<b>\$22.95</b>	Subtotal for Dept. City Attorney
RIN0027577 PETTY CASH	\$7.35	
RIN0027577 PETTY CASH	\$15.00	
RIN0027577 PETTY CASH	\$19.99	
	<b>\$42.34</b>	Subtotal for Dept. Code Enforcement
RIN0027577 PETTY CASH	\$180.00	
RIN0027577 PETTY CASH	\$50.59	
RIN0027577 PETTY CASH	\$2.91	
RIN0027577 PETTY CASH	\$16.75	
	<b>\$250.25</b>	Subtotal for Dept. Planning
	<b>\$315.54</b>	Subtotal for Vendor

## GARLICK LAW OFFICE PC

RIN0027586A COURT APPOINTED ATTORNEY	\$445.49	
	<b>\$445.49</b>	Subtotal for Dept. Municipal Court
	<b>\$445.49</b>	Subtotal for Vendor

## GARY MARSH, INC.

378 COMMISSION FEES	\$1,137.38	
	<b>\$1,137.38</b>	Subtotal for Dept. Golf Course
	<b>\$1,137.38</b>	Subtotal for Vendor

## GLOBAL SPECTRUM L.P.

201617ATM-06 ATM CASH DRAW - FEB BAL 2017	\$480.00	
201617ATM-05 ATM CASH DRAW - MARCH 2017	\$28,700.00	
	<b>\$29,180.00</b>	Subtotal for Dept. Casper Events Center
	<b>\$29,180.00</b>	Subtotal for Vendor

## GOLDER ASSOCIATES

476262 BALEFILL POST CLOSURE	\$157.50	
476602 LANDFILL ENVIRONMENTAL	\$5,127.94	
476604 BALEFILL POST CLOSURE	\$4,297.31	
	<b>\$9,582.75</b>	Subtotal for Dept. Balefill
	<b>\$9,582.75</b>	Subtotal for Vendor

## GPC ARCHITECTS PLLC

20 HOGADON LODGE	\$11,965.45	
	<b>\$11,965.45</b>	Subtotal for Dept. Hogadon

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## GPC ARCHITECTS PLLC

**\$11,965.45** Subtotal for Vendor

## HEDQUIST CONSTRUCTION, INC.

RIN0027573 RETAINAGE	(\$2,778.75)	
	<b>(\$2,778.75)</b> Subtotal for Dept.	Capital Projects - Streets
RIN0027575 EAST 21ST ST IMPROVEMENTS	\$2,595.22	
	<b>\$2,595.22</b> Subtotal for Dept.	Sewer
RIN0027573 EASTDALE CREEK CHANNEL REPAIR	\$53,575.00	
RIN0027575 EAST 21ST ST IMPROVEMENTS	\$20,892.58	
	<b>\$74,467.58</b> Subtotal for Dept.	Streets
RIN0027575 EAST 21ST ST IMPROVEMENTS	\$18,669.60	
	<b>\$18,669.60</b> Subtotal for Dept.	Water
	<b>\$92,953.65</b> Subtotal for Vendor	

## HEWLETT PACKARD CO.

58259942 ZBOOK STUDIO ULTRABOOK	\$1,180.00	
	<b>\$1,180.00</b> Subtotal for Dept.	Information Services
	<b>\$1,180.00</b> Subtotal for Vendor	

## HOMAX OIL SALES, INC.

CL79048 FUEL	\$3,417.54	
	<b>\$3,417.54</b> Subtotal for Dept.	Water
	<b>\$3,417.54</b> Subtotal for Vendor	

## INBERG-MILLER ENGINEERS

19094CX01 MARION KREINER GEOTECH REPORT	\$1,125.00	
	<b>\$1,125.00</b> Subtotal for Dept.	Aquatics
18577CE01.1 LOWER EASTDALE CREEK CHANNEL I	\$15,537.90	
18577CE03 LOWER EASTDALE CREEK CHANNEL I	\$995.03	
19068CX01 LANDMARK DRIVE RESTORATION	\$3,615.00	
	<b>\$20,147.93</b> Subtotal for Dept.	Streets
	<b>\$21,272.93</b> Subtotal for Vendor	

## JAYME MCGOONAN

RIN0027551 MILEAGE REIMBURSEMENT	\$81.96	
	<b>\$81.96</b> Subtotal for Dept.	Fort Caspar
	<b>\$81.96</b> Subtotal for Vendor	

## KCWY-TV

445296-5 ADVERTISEMENT	\$350.00	
	<b>\$350.00</b> Subtotal for Dept.	Hogadon
	<b>\$350.00</b> Subtotal for Vendor	

## KNIFE RIVER/JTL

144978 WEST BIO SOLIDS YARD ROCK	\$1,639.34	
	<b>\$1,639.34</b> Subtotal for Dept.	Balefill
15-083-2 RETAINAGE	(\$7,649.97)	

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## KNIFE RIVER/JTL

	<b>(\$7,649.97)</b>	<b>Subtotal for Dept.</b>	<b>Capital Projects - Streets</b>
15-083-2 LOWER EASTDALE CREEK CHANNEL	\$76,499.69		
144855 CONCRETE	\$681.10		
145141 3/8" WASHED ROCK	\$25.00		
144850 3/8" WASHED ROCK	\$55.50		
145142 3/8" WASHED ROCK	\$25.00		
144919 3/8" WASHED ROCK	\$93.90		
	<b>\$77,380.19</b>	<b>Subtotal for Dept.</b>	<b>Streets</b>
	<b>\$71,369.56</b>	<b>Subtotal for Vendor</b>	

## KUBWATER RESOURCES, INC

06509 ZETAG 7593 DRY POLYMER	\$4,839.01		
	<b>\$4,839.01</b>	<b>Subtotal for Dept.</b>	<b>Waste Water</b>
	<b>\$4,839.01</b>	<b>Subtotal for Vendor</b>	

## LONG BUILDING TECHNOLOGIES

SRVCE0082649 HEATING SYSTEM IN SHOP AREA	\$1,924.01		
	<b>\$1,924.01</b>	<b>Subtotal for Dept.</b>	<b>Water Treatment Plant</b>
	<b>\$1,924.01</b>	<b>Subtotal for Vendor</b>	

## MCMURRY READY MIX CO.

224724 CONCRETE	\$311.25		
224723 CONCRETE	\$249.00		
224722 CONCRETE	\$124.50		
224693 CONCRETE	\$311.25		
	<b>\$996.00</b>	<b>Subtotal for Dept.</b>	<b>Streets</b>
224694 CONCRETE	\$171.75		
	<b>\$171.75</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
	<b>\$1,167.75</b>	<b>Subtotal for Vendor</b>	

## MODERN ELECTRIC CORP.

RIN0027564 FACADE GRANT	\$10,000.00		
	<b>\$10,000.00</b>	<b>Subtotal for Dept.</b>	<b>CDBG</b>
	<b>\$10,000.00</b>	<b>Subtotal for Vendor</b>	

## NATIONAL BENEFIT SERVICES

555144 PLAN ADMIN FEES	\$9.00		
587988 PLAN ADMIN FEES	\$411.75		
	<b>\$420.75</b>	<b>Subtotal for Dept.</b>	<b>Health Insurance</b>
	<b>\$420.75</b>	<b>Subtotal for Vendor</b>	

## NEVE'S UNIFORMS, INC.

NE53468 UNIFORMS	\$19.94		
	<b>\$19.94</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
	<b>\$19.94</b>	<b>Subtotal for Vendor</b>	

## NICOLAYSEN ART MUSEUM

308 COMMUNITY PROMOTIONS NICFEST	\$5,460.00		
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# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## NICOLAYSEN ART MUSEUM

**\$5,460.00** Subtotal for Dept. Social Community Services  
**\$5,460.00** Subtotal for Vendor

## NORDIC SOUND INCORPORATED

140302 PROFESSIONAL AUDIO SERVICES

\$6,715.00  
**\$6,715.00** Subtotal for Dept. City Manager  
**\$6,715.00** Subtotal for Vendor

## NORTHERN LIGHTS MANUFACTURING

1304 STAIRS IN TRUCK BARN

\$7,515.00  
**\$7,515.00** Subtotal for Dept. Refuse Collection  
**\$7,515.00** Subtotal for Vendor

## P-CARD VENDORS

00056939 NORCO INC	\$69.83	
00056934 LIFEGUARD STORE	\$677.50	
00056906 ARC SERVICES/TRAINING	\$770.00	
00056901 SWIMOUTLET.COM	\$423.89	
00056901 SWIMOUTLET.COM	\$115.84	
00056559 RED CROSS STORE	\$48.62	
	<b>\$2,105.68</b>	Subtotal for Dept. Aquatics
00056606 INDUSTRIAL SCREEN	\$201.72	
00056436 CRUM ELECTRIC SUPPLY	\$16.29	
00056457 BEARING BELT CHAIN	\$51.87	
00056414 CASPER TIRE	\$25.00	
00056456 0970 CED	\$28.03	
00056392 COMMUNICATION TECHNOLOGY	\$1,558.00	
00056425 SAMSClub #	\$51.40	
00056386 AIRGAS CENTRAL	\$412.50	
00056536 CASPER FIRE EXTINGUISHER	\$110.00	
00056571 ASIAN CHAO	\$7.60	
00056490 HOLIDAY INN EXPRESS	\$108.74	
00056618 SOURCE OFFICE AND TECHNOLOGY	\$2.46	
00056612 HOLIDAY INN EXPRESS	\$59.42	
00056594 HOLIDAY INN EXPRESS	\$59.43	
00056588 GREAT PLAINS CLEANING	\$1,448.17	
00056585 DELTA	\$12.50	
00056579 HOLIDAY INN EXPRESS	\$54.37	
00056692 SUTHERLANDS	\$56.94	
00056572 QUALITY INN & SUITES	\$94.32	
00056702 SAMS CLUB	\$25.98	
00056552 ATLANTA SOUTH 75, INC	\$9.62	
00056538 POPEYE'S	\$3.64	
00056537 HOLIDAY INN EXPRESS	\$54.37	
00056529 DELTA	\$311.40	
00056512 DELTA	\$311.40	
00056505 BEST PIZZA	\$15.05	
00056401 QUALITY INN	\$51.11	

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## P-CARD VENDORS

00056511	SOURCE OFFICE AND TECHNOLOGY	\$71.65
00056574	DELTA	\$12.50
00056883	BAILEYS ACE HARDWARE	\$110.94
00056996	WW GRAINGER	\$1,380.73
00056964	AGP PROPANE SERVICES	\$882.97
00056958	BEARING BELT CHAIN	\$319.97
00056954	NORCO INC	\$308.73
00056929	VERMEER SALES	\$3,452.93
00056926	VERMEER SALES	\$353.78
00056900	VERMEER SALES	\$33.41
00056648	SOURCE OFFICE AND TECHNOLOGY	\$143.24
00056895	GREAT PLAINS CLEANING	\$1,170.47
00056504	ENTERPRISE RENT-A-CAR	\$280.73
00056882	COMPRESSION LEASING	\$820.26
00056862	ALSCO INC.	\$337.96
00056852	AIRGAS CENTRAL	\$80.94
00056793	COCA COLA BOTTLING CO	\$14.70
00056755	WALMART	\$126.94
00056721	SAMS CLUB	\$105.65
00056714	BEARING BELT CHAIN	\$44.78
00056702	SAMS CLUB	\$179.50
00056897	WYOMING MACHINERY	\$300.00
00055840	MCCOY SALES	\$410.16
00056257	CAPTAIN DS	\$9.16
00056251	LONGHORN STEAK	\$17.38
00056465	MARATHON PETRO	\$31.12
00056219	CRACKER BARREL	\$16.48
00056434	MILLET SOFTWARE	\$15.00
00056155	DELTA	\$12.50
00056264	HOLIDAY INN EXPRESS	\$108.74
00055844	TARGET	\$35.99
00056230	HOLIDAY INN EXPRESS	\$54.82
00055753	ATS SPECIALIZED	\$2,897.37
00055651	MENARDS CASPER WY	\$344.00
00055995	BAILEYS ACE HARDWARE	\$60.60
00056045	WW GRAINGER	\$67.10
00056248	SAMS CLUB	\$88.45
00056367	MOUNTAIN STATES LITHOGRAPH	\$96.40
00056384	AMAZON	\$34.99
00056151	CRACKER BARREL	\$12.25
00056420	QUALITY INN	\$51.11
00056273	ADENS MINIT MARKET	\$20.00
00056442	HOLIDAY INN EXPRESS	\$271.85
00056443	16 EAST	\$13.52
00056441	HOLIDAY INN EXPRESS	\$108.74
00056437	MCDONALD'S	\$6.57
00056162	DELTA	\$12.50
00056424	FLASH FOODS	\$23.88



# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## P-CARD VENDORS

00056388 CRAWDADDYS	\$32.37	
00056373 WAL-MART	\$13.42	
00056353 ZAXBY'S	\$11.49	
00056290 PILOT	\$7.44	
00056278 CHEVRON	\$1.83	
00056445 WENDYS	\$4.10	
00056429 AIRGAS CENTRAL	\$40.47	
	<b>\$20,605.91</b>	<b>Subtotal for Dept. Balefill</b>
00055083 BAILEYS ACE HARDWARE	\$2.94	
00056862 ALSCO INC.	\$209.21	
	<b>\$212.15</b>	<b>Subtotal for Dept. Buildings &amp; Structures</b>
00056412 CASPER STAR TRIBUNE	\$498.52	
	<b>\$498.52</b>	<b>Subtotal for Dept. Casper Recreation Center</b>
00056691 CASPER CONTRACTORS	\$60.54	
00056770 URGENT CARE OF CASPER	\$80.00	
00056370 NORCO INC	\$187.37	
	<b>\$327.91</b>	<b>Subtotal for Dept. Cemetery</b>
00056689 STRAFFORD PUBLICATIONS	\$247.00	
00056951 TOP OFFICE PRODUCTS	\$107.66	
00056757 ATLAS OFFICE PRODUCTS	\$27.89	
00056496 MOUNTAIN STATES LITHOGRAPH	\$68.40	
	<b>\$450.95</b>	<b>Subtotal for Dept. City Attorney</b>
00056502 ATLAS OFFICE PRODUCTS	\$27.89	
00056365 ATLAS OFFICE PRODUCTS	\$175.67	
00056487 VERIZON	\$160.04	
	<b>\$363.60</b>	<b>Subtotal for Dept. Code Enforcement</b>
00056405 CASPER STAR TRIBUNE	\$924.00	
	<b>\$924.00</b>	<b>Subtotal for Dept. Council</b>
00056890 CASPER CONTRACTORS SUPPLY	\$145.86	
	<b>\$145.86</b>	<b>Subtotal for Dept. Engineering</b>
00056462 WPSG. INC	\$26.89	
00056894 VERIZON	\$120.03	
00056873 ENTENMANN-ROVIN COMPANY	\$121.00	
00056872 OVERHEAD DOOR	\$521.21	
00056204 WAL-MART	\$11.49	
00056247 THE HOME DEPOT	\$19.85	
00056267 BLOEDORN LUMBER CASPER	\$119.99	
00056306 KIMS FINE FURNITURE	\$1,320.00	
00056359 SHARPENING SUPPLIES	\$77.24	
00056814 FRONTLINE FIRE	\$475.00	
00056389 CPU IIT	\$6,890.53	
00056201 POTBELLY	\$11.71	
00056435 APPLE ITUNES.COM/BILL	\$10.49	
00056335 FURNITURE ROW	\$4,217.39	
00056492 CASPER SAFETY	\$260.00	
00056500 OUTDOOR RESEARCH	\$1,071.00	
00056523 EXXONMOBIL	\$33.00	

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## P-CARD VENDORS

00056526	SAMSClub	\$6.88	
00056558	HP PRODUCT	\$164.75	
00056605	ATLAS OFFICE PRODUCTS	\$216.80	
00056695	CMC RESCUE INC	\$31.00	
00056863	ROCKY MOUNTAIN FIRE	\$733.91	
00056792	JOHNSON ROBERT	\$52.00	
00056843	VERIZON	\$2,168.03	
00056790	LN CURTIS	\$44.00	
00056398	HARBOR FREIGHT TOOLS	\$44.85	
00055879	UNITED	\$9.99	
00056617	SPORTSMANS WAREHOUSE	\$95.96	
00055077	NATIONAL EMERGENCY	\$296.00	
00055642	DAIRY QUEEN	\$15.20	
00055664	PERRETT'S	\$29.96	
00055679	UNITED	\$25.00	
00055683	MCDONALD'S	\$14.75	
00055889	EXXONMOBIL	\$22.57	
00056186	AMERICAN	\$25.00	
00056037	EXXONMOBIL	\$4.08	
00056039	EXXONMOBIL	\$15.08	
00056178	EXXONMOBIL	\$53.01	
		<b>\$19,375.64</b>	<b>Subtotal for Dept. Fire</b>
00056724	STOTZ EQUIPMENT	\$29.02	
00056720	GREINER FORD LINCOLN	\$118.03	
00056717	WW GRAINGER	\$13.82	
00056707	STOTZ EQUIPMENT	\$158.81	
00056704	PETERSON EQUIPMENT	\$126.19	
00056643	NAPA	\$6.68	
00056498	MOTION INDUSTRIES	\$161.60	
00056697	NUTECH SPECIAL	\$249.50	
00056476	EPA SALES	\$131.95	
00056643	BEARING BELT CHAIN	\$1,077.57	
00056651	GREINER FORD LINCOLN	\$59.84	
00056727	NUTECH SPECIAL	\$2,354.35	
00056540	TERRELL MACHINE	\$200.00	
00056688	STOTZ EQUIPMENT	\$244.92	
00056684	STOTZ EQUIPMENT	(\$133.69)	
00056674	GREINER FORD LINCOLN	\$49.50	
00056668	DRIVE TRAIN CASPER	\$125.05	
00056317	HARTZ E&F TOWING	\$350.00	
00056761	JACKS TRUCK	\$21.10	
00056566	HONNEN EQUIPMENT	\$136.54	
00056562	DECKER AUTO GLASS	\$172.94	
00056764	NAPA	\$379.25	
00056764	BEARING BELT CHAIN	\$2,805.54	
00056626	AMERI-TECH EQUIPMENT	\$871.26	
00056553	GREINER FORD LINCOLN	\$37.76	
00056544	GOODYEAR	\$124.80	

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## P-CARD VENDORS

00056759	HOSE & RUBBER SUPPLY	\$64.49	
00056762	COMPRESSION LEASING	\$106.25	
00056727	NUTECH SPECIAL	\$179.50	
00056543	GOODYEAR	\$641.30	
00056527	HARTZ E&F TOWING	\$350.00	
00056762	COMPRESSION LEASING	\$106.25	
00056750	WEAR PARTS INC	\$16.86	
00056508	OSHKOSH CORP MCNEILUS	\$384.49	
00056507	VOGEL TRAFFIC SERVICES	\$273.49	
00056730	GREINER FORD LINCOLN	\$56.07	
00056543	GOODYEAR	(\$30.00)	
00056591	CMI-TECO	\$111.16	
00056430	ATLAS OFFICE PRODUCTS	\$10.14	
00056223	SOURCE OFFICE AND TECHNOLOGY	\$23.00	
00056640	WESTERN SLING	\$74.74	
00056070	URGENT CARE OF CASPER	\$58.00	
00056516	STOTZ EQUIPMENT	\$7.02	
00056363	CAPITAL BUSINESS	\$30.00	
00056589	HOSE & RUBBER SUPPLY	\$22.36	
00056478	STOTZ EQUIPMENT	\$44.10	
00056642	GREINER FORD LINCOLN	\$37.89	
00056624	STOTZ EQUIPMENT	\$14.58	
00056629	WEAR PARTS INC	\$16.50	
00056567	STAHL	\$274.02	
		<b>\$12,744.54</b>	<b>Subtotal for Dept. Fleet Maintenance</b>
00056622	ATLAS REPRODUCTION INC	\$553.70	
00056620	ATLAS OFFICE PRODUCTS	\$16.78	
00056461	FIXTURE PRONTO	\$130.33	
00056596	ATLAS OFFICE PRODUCTS	(\$40.68)	
00056191	WALMART	\$15.80	
00056444	CRUM ELECTRIC SUPPLY	\$13.00	
00056475	ATLAS OFFICE PRODUCTS	\$57.50	
00056534	ATLAS OFFICE PRODUCTS	\$40.68	
00056546	OREGON CA TRAILS	\$60.00	
		<b>\$847.11</b>	<b>Subtotal for Dept. Fort Caspar</b>
00056472	LAMCRAFT INC	\$271.25	
		<b>\$271.25</b>	<b>Subtotal for Dept. General - Fort Caspar</b>
00056521	MIDLAND IMPLEMENT	\$258.00	
00056554	MIDLAND IMPLEMENT	\$1,013.40	
00056561	CHARTER COMMUNICATIONS	\$135.43	
00056801	BARGREEN WYOMING	\$32.35	
00056770	URGENT CARE OF CASPER	\$40.00	
00056608	URGENT CARE OF CASPER	\$80.00	
00056747	FACEBOOK	\$2.33	
00056663	GOLF OPERATOR	\$19.95	
		<b>\$1,581.46</b>	<b>Subtotal for Dept. Golf Course</b>
00056493	NORCO INC	\$48.57	
00056770	URGENT CARE OF CASPER	\$200.00	

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## P-CARD VENDORS

00056346 HACH COMPANY	\$81.24		
	<b>\$329.81</b>	<b>Subtotal for Dept.</b>	Hogadon
00056519 CPU IIT	(\$23.95)		
00056433 DRI PRINTING SERVICES	\$49.47		
	<b>\$25.52</b>	<b>Subtotal for Dept.</b>	Human Resources
00056677 AGP PROPANE SERVICES	\$103.56		
00056592 SAMS CLUB	\$44.38		
00056662 BAILEYS ACE HARDWARE	\$6.56		
00056766 FACEBOOK	\$7.00		
00056650 MENARDS CASPER WY	\$9.98		
00056560 VISTAR DE	\$86.72		
00056712 COMTRONIX	\$148.50		
00056404 AGP PROPANE SERVICES	\$64.98		
00056481 SAMSClub	\$36.90		
00056729 HOSE & RUBBER SUPPLY	\$113.13		
00056542 DOLLAR TREE	\$11.00		
00056528 SAMSClub	\$17.46		
00056530 SAMS CLUB	\$47.33		
	<b>\$697.50</b>	<b>Subtotal for Dept.</b>	Ice Arena
00056871 CPU IIT	\$38.01		
00056671 ESRI	\$1,074.00		
00056587 CPU IIT	\$159.99		
	<b>\$1,272.00</b>	<b>Subtotal for Dept.</b>	Information Services
00056488 AVID PETTRAC	\$1,434.50		
00056820 DISCOUNTMUGS.COM	\$531.00		
00056471 RESPOND FIRST AID	\$84.38		
00056232 ULINE SHIP SUPPLIES	\$101.89		
00056484 SUTHERLANDS	\$576.00		
00056196 WALMART	\$29.88		
00056531 COMMUNICATION TECHNOLOGY	\$599.08		
	<b>\$3,356.73</b>	<b>Subtotal for Dept.</b>	Metro Animal
00056586 TURNING TECHNOLOGIES	\$447.93		
00056194 CPU IIT	\$803.36		
00056586 TURNING TECHNOLOGIES	\$47.07		
00056194 CPU IIT -	\$84.43		
	<b>\$1,382.79</b>	<b>Subtotal for Dept.</b>	Metropolitan Planning
00055720 HYDROPOINT DATA SYSTEM	\$2,134.11		
00055937 CPS DISTRIBUTORS	\$35.35		
00056315 CPS DISTRIBUTORS	\$107.94		
00055598 SPORTSADVANTAGE	\$419.90		
00056809 BAILEYS ACE HARDWARE	\$71.78		
00056608 URGENT CARE OF CASPER	\$400.00		
00056183 HOSE & RUBBER SUPPLY	\$278.36		
00056711 CPS DISTRIBUTORS	\$12.18		
00056292 HARBOR FREIGHT TOOLS	\$61.50		
00056892 BAILEYS ACE HARDWARE	\$9.98		
00056254 CPS DISTRIBUTORS	\$81.00		

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## P-CARD VENDORS

00056311	SAMSClub	\$90.50	
00056861	BAILEYS ACE HARDWARE	\$17.98	
00056331	THE HOME DEPOT #6001	\$67.79	
00056423	THE HOME DEPOT	\$71.33	
00056370	NORCO INC	\$187.37	
00056217	BEACON ATHLETICS	\$357.96	
00056129	THE HOME DEPOT	\$40.72	
00056134	PACIFIC HIDE AND FUR	\$245.21	
00056770	URGENT CARE OF CASPER	\$80.00	
00056301	HOSE & RUBBER SUPPLY	\$32.42	
00056305	ARBORWEAR LLC	\$80.95	
00056370	NORCO INC	\$159.00	
00056867	BAILEYS ACE HARDWARE	\$22.99	
00056564	BAILEYS ACE HARDWARE	\$55.15	
00056556	BAILEYS ACE HARDWARE	\$76.96	
00056049	CPS DISTRIBUTORS	\$29.36	
00056495	THE HOME DEPOT	\$9.20	
00056599	CPS DISTRIBUTORS	\$2,757.48	
00056370	NORCO INC	\$187.38	
00056599	CPS DISTRIBUTORS	\$360.00	
00056395	CPS DISTRIBUTORS	\$108.50	
00056464	MURDOCH'S RANCH & HOME	\$14.99	
00056599	CPS DISTRIBUTORS	\$360.15	
00056599	CPS DISTRIBUTORS	\$720.15	
00056639	BAILEYS ACE HARDWARE	(\$58.97)	
		<b>\$9,686.67</b>	<b>Subtotal for Dept. Parks</b>
00056565	ATLAS REPRODUCTION	\$27.00	
00056818	ATLAS REPRODUCTION INC	\$36.00	
00056548	ATLAS OFFICE PRODUCTS	\$61.90	
00056547	CASPER STAR TRIBUNE	\$42.72	
00056502	ATLAS OFFICE PRODUCTS	\$27.89	
		<b>\$195.51</b>	<b>Subtotal for Dept. Planning</b>
00056497	WALTER CURTIS	\$48.00	
00056783	CONOCO - HOMAX	\$43.59	
00056355	WARDROBE CLEANERS	\$10.20	
00056357	WARDROBE CLEANERS	\$56.70	
00056379	SHERWIN WILLIAMS	\$4.09	
00056822	SERVPRO OF CASPER	\$175.00	
00056578	PIT STOP	\$19.26	
00056744	CHARLIE T S PIZZERIA	\$52.05	
00056787	DOMINO'S	\$13.84	
00056835	WW GRAINGER	\$112.56	
00056860	PANDA EXPRESS	\$10.25	
00056880	CHIPOTLE	\$17.65	
00056930	HARBOR FREIGHT TOOLS	\$4.18	
00056932	MENARDS CASPER WY	\$16.07	
00056678	WAL-MART	(\$8.97)	
00056575	WALMART	\$8.97	

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## P-CARD VENDORS

00054494 CPU IIT	\$1,691.98		
00056613 CI TECHNOLOGIES	\$1,872.72		
00056616 GALLS	\$331.45		
00056631 JERSEY MIKE'S SUBS	\$53.08		
00056658 R & R REST STOPS	\$155.92		
00056659 CHIEF SUPPLY	\$381.03		
00056485 THE HOME DEPOT	\$239.94		
00056609 OREILLY AUTO	\$62.98		
00056957 CASPER ANIMAL MEDICAL	\$71.55		
00056400 BOZEMANTRAILSTEAKHOUSE	\$32.10		
00056657 WORDPRESS	\$99.00		
00056961 SAFARILAND, LLC	\$600.00		
00055761 CASPER ANIMAL MEDICAL	\$87.08		
00056180 LOAF N JUG	\$24.85		
00056258 AMAZON	\$799.98		
00056235 MCDONALD'S	\$26.44		
00056249 NOLAND FEED INC.	\$65.15		
00056309 INSTITUTE OF POLICE TECHNOLOGY	\$795.00		
00056380 SOUTHWEST	\$565.90		
00056328 ASSOCIATION OF CERTIFIED FRAUD	\$195.00		
00056208 WALMART	\$14.80		
00056416 DAIRY QUEEN	\$22.01		
00056447 CONOCO - TA RAWLINS	\$24.10		
00056458 MCDONALD'S	\$10.69		
00056459 TA #234 RAWLINS	\$6.99		
00056486 WHEATLAND TRAVEL CENTER	\$5.50		
00056509 DELUX FOR BUSINESS	\$258.98		
00056541 TA #234 RAWLINS	\$8.59		
00056550 THE TRAILHEAD	\$22.44		
00056322 INSTITUTE OF POLICE TECHNOLOGY	\$795.00		
	<b>\$9,903.69</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
00056557 DECKER AUTO GLASS	\$405.62		
00056774 DECKER AUTO GLASS	\$405.62		
	<b>\$811.24</b>	<b>Subtotal for Dept.</b>	<b>Police Equipment</b>
00056909 GOEDICKE'S	\$55.91		
00056479 STAPLES	\$66.49		
00056411 END VIOLENCE AGAINST WOMEN	\$34.00		
00056391 JERSEY MIKE'S SUBS	\$192.55		
00057015 THE OLIVE GARDEN	\$128.07		
00056166 END VIOLENCE AGAINST WOMEN	\$545.00		
00056033 4IMPRINT	\$3,762.39		
00056150 UNITED	\$238.40		
00055976 4IMPRINT	\$379.37		
00056656 HOBBY-LOBBY	\$15.56		
00056665 SUPERSHUTTLE	\$24.00		
	<b>\$5,441.74</b>	<b>Subtotal for Dept.</b>	<b>Police Grants</b>
00056682 WESTIN (WESTIN HOTELS)	\$81.61		
00056551 PUBLIC RISK MANAGEMENT	\$590.00		

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## P-CARD VENDORS

00056634 UNITED	\$286.10	
00056600 UNITED	\$286.10	
00056655 WESTIN (WESTIN HOTELS)	\$81.61	
00056680 WESTIN (WESTIN HOTELS)	\$81.61	
00056611 PUBLIC RISK MANAGEMENT	\$790.00	
00056513 FEDEXOFFICE	\$3,078.89	
00056654 WESTIN (WESTIN HOTELS)	\$81.61	
	<b>\$5,357.53</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
00056573 STAPLES	\$59.99	
	<b>\$59.99</b>	<b>Subtotal for Dept. Recreation</b>
00056388 CRAWDADDYS	\$32.37	
00056278 CHEVRON	\$1.83	
00056373 WAL-MART	\$13.42	
00056601 AIRGAS CENTRAL	\$100.54	
00056401 QUALITY INN	\$51.12	
00056273 ADENS MINIT MARKET	\$20.00	
00056290 PILOT	\$7.43	
00056579 HOLIDAY INN EXPRESS	\$54.37	
00056251 LONGHORN STEAK	\$17.37	
00056257 CAPTAIN DS	\$9.16	
00056151 CRACKER BARREL	\$12.25	
00056013 MCCOY SALES	\$793.35	
00056230 HOLIDAY INN EXPRESS	\$54.83	
00056219 CRACKER BARREL	\$16.48	
00056162 DELTA	\$12.50	
00056264 HOLIDAY INN EXPRESS	\$108.74	
00056155 DELTA	\$12.50	
00056353 ZAXBY'S	\$11.48	
00056782 CMI-TECO	\$575.99	
00056718 BAILEYS ACE HARDWARE	\$1.99	
00056420 QUALITY INN	\$51.12	
00056371 OVERHEAD DOOR	\$680.18	
00056572 QUALITY INN & SUITES	\$94.32	
00056739 CMI-TECO	\$628.11	
00056740 CMI-TECO	\$1,734.35	
00056742 CASPER TIRE	\$32.50	
00056745 AIRGAS CENTRAL	\$3.80	
00056751 CMI-TECO	\$351.90	
00056765 CMI-TECO	\$1,852.28	
00056690 CITY OF CHEYENNE	\$58.20	
00056779 CMI-TECO	\$765.45	
00056728 LOVE S COUNTRY	\$86.00	
00056845 WESTERN SLING	\$500.04	
00056847 BAILEYS ACE HARDWARE	\$12.77	
00056248 SAMS CLUB	\$88.45	
00056858 BAILEYS ACE HARDWARE	\$59.88	
00056862 ALSCO INC.	\$142.80	
00056905 CMI-TECO	\$645.60	

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## P-CARD VENDORS

00056920	CMI-TECO	\$263.93	
00056927	CMI-TECO	\$630.89	
00056494	FIRSTNET LEARNING INC	\$272.00	
00056988	MCCOY SALES	(\$663.48)	
00056776	CMI-TECO	\$774.06	
00056469	LOVE S COUNTRY	\$96.00	
00056424	FLASH FOODS	\$23.87	
00056437	MCDONALD'S	\$6.57	
00056441	HOLIDAY INN EXPRESS	\$108.74	
00056442	HOLIDAY INN EXPRESS	\$271.85	
00056443	16 EAST	\$13.53	
00056445	WENDYS	\$4.10	
00056465	MARATHON PETRO	\$31.13	
00056490	HOLIDAY INN EXPRESS	\$108.74	
00056504	ENTERPRISE RENT-A-CAR	\$280.74	
00056679	CASPER TIRE 0000705	\$51.00	
00056505	BEST PIZZA	\$15.05	
00056512	DELTA	\$311.40	
00056571	ASIAN CHAO	\$7.61	
00056612	HOLIDAY INN EXPRESS	\$59.43	
00056417	MICHAEL SFENCE & SUPPLY	\$12.59	
00056594	HOLIDAY INN EXPRESS	\$59.42	
00056585	DELTA	\$12.50	
00056574	DELTA	\$12.50	
00056529	DELTA	\$311.40	
00056552	ATLANTA SOUTH 75, INC	\$9.62	
00056538	POPEYE'S	\$3.64	
00056537	HOLIDAY INN EXPRESS	\$54.37	
		<b>\$12,838.67</b>	<b>Subtotal for Dept. Refuse Collection</b>
00056144	BAILEYS ACE HARDWARE	\$12.76	
00056356	WATERWORKS INDUSTRIES	\$124.46	
00056269	EPA SALES	\$174.91	
00056298	EPA SALES	\$188.12	
00056524	TRACTOR SUPPLY	\$5.98	
00056376	CLEAN SOLUTION	\$500.56	
00056514	WW GRAINGER	\$30.42	
00056819	CASPER STAR TRIBUNE	\$261.00	
00056798	BRECK MEDIA GROUP	\$160.00	
		<b>\$1,458.21</b>	<b>Subtotal for Dept. Sewer</b>
00056706	WEAR PARTS INC	\$278.00	
00056439	CASPER CONTRACTORS	\$763.67	
00056454	SHERWIN-WILLIAMS	\$11.11	
00056607	CASPER CONTRACTORS SUPPLY	\$906.36	
00056456	0970 CED	\$10.24	
00056506	CHEMMASTERS INC	\$1,216.88	
00056598	MENARDS CASPER WY	\$13.98	
00056621	CASPER CONTRACTORS	\$23.84	
00056627	CRUM ELECTRIC SUPPLY	\$14.26	



# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## P-CARD VENDORS

00056672	BAILEYS ACE HARDWARE	\$50.55	
00056385	WAL-MART	\$89.00	
00056675	NORCO INC	\$315.28	
00056676	WAGNER'S OUTDOOR	\$2.99	
00056366	CASPER STAR TRIBUNE	\$470.08	
00056806	HONNEN EQUIPMENT	\$5,380.00	
00056734	SOURCE OFFICE AND TECHNOLOGY	\$90.68	
00056410	CASPER STAR TRIBUNE	\$495.36	
		<b>\$10,132.28</b>	<b>Subtotal for Dept. Streets</b>
00056438	CASPER CONTRACTORS SUPPLY	\$69.16	
00056788	CONOCO - HOMAX OIL	\$36.18	
00056431	BAILEYS ACE HARDWARE	\$1.24	
00056773	REGION 8 PRETREATMENT	\$195.00	
00056798	BRECK MEDIA GROUP	\$160.00	
00056771	HOSE & RUBBER SUPPLY	\$22.01	
00056738	NORTHROP BOILER WORKS	\$386.80	
00056823	CRUM ELECTRIC SUPPLY	\$246.67	
00056887	COMPRESSION LEASING	\$11.30	
00056840	ALSCO INC.	\$502.16	
00056746	DANA KEPNER	\$280.70	
00056467	BLOEDORN LUMBER CASPER	\$178.35	
00056422	WW GRAINGER	\$132.66	
00056768	MCMASTER-CARR	\$188.61	
00056576	OFFICE OF WATER PROGRAMS	\$50.00	
00056819	CASPER STAR TRIBUNE	\$261.00	
00056314	SAMS CLUB	\$196.21	
00056580	PURVIS INDUSTRIES	\$222.12	
00056302	WAL-MART	\$9.44	
00056369	INDUSTRIAL SCREEN	\$1,400.00	
00056320	USPS	\$10.40	
00056310	CRUM ELECTRIC SUPPLY	\$25.74	
00056376	CLEAN SOLUTION	\$1,287.14	
00056361	WW GRAINGER	\$123.92	
00056633	PURVIS INDUSTRIES	\$14.18	
		<b>\$6,010.99</b>	<b>Subtotal for Dept. Waste Water</b>
00056763	USPS	\$75.00	
00056868	BEARING BELT CHAIN	\$6.11	
00056653	71 SOIL AND STONE	\$9.60	
00056303	WATERWORKS INDUSTRIES	\$49.90	
00056468	ALBERTSONS	\$9.98	
00056827	WW GRAINGER	\$34.42	
00056756	PCE PACIFIC	\$137.21	
00056807	ENERGY LABORATORIES	\$100.00	
00056772	WEAR PARTS INC	\$21.43	
00056491	UNION WIRELESS	\$130.13	
00056673	71 SOIL AND STONE	\$9.60	
00056413	USPS	\$75.00	
00056525	CPU IIT	\$905.52	

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## P-CARD VENDORS

00056518	HONNEN EQUIPMENT	\$72.46	
00056644	WATERWORKS INDUSTRIES	\$1,352.70	
00056448	BEARING BELT CHAIN	\$112.87	
00056743	MICHAELS FENCE & SUPPLY	\$64.00	
00056449	ENERGY LABORATORIES	\$340.00	
00056737	BEARING BELT CHAIN	\$55.95	
00056455	ENERGY LABORATORIES	\$340.00	
00056710	CASPER CONTRACTORS	\$52.01	
00056715	CASPER CONTRACTORS	\$116.00	
00056725	BLOEDORN LUMBER CASPER	\$13.74	
00056735	BEARING BELT CHAIN	\$13.18	
		<b>\$4,096.81</b>	<b>Subtotal for Dept. Water</b>
00056842	CASPER STAR TRIBUNE	\$49.86	
00056789	XEROX CORPORATION	\$208.99	
00056802	USPS	\$2.03	
00056856	ALSCO INC.	\$181.60	
00056374	HENSLEY BATTERY	\$48.33	
00056876	WW GRAINGER	\$44.22	
00056413	USPS	\$60.00	
00056821	MONTANA SEALS	\$56.00	
00056515	ATLAS OFFICE PRODUCTS	\$106.85	
00056667	BEARING BELT CHAIN	\$8.99	
00056595	WATERWORKS INDUSTRIES	\$366.82	
00056647	DANA KEPNER	\$173.57	
00056635	ENERGY LABORATORIES	\$300.00	
00056615	GFS CHEMICALS INC	\$296.96	
00056568	WATERWORKS INDUSTRIES	\$91.97	
00056517	FERGUSON	\$26.27	
00056763	USPS	\$60.00	
00056752	FAMILY DOLLAR	\$20.50	
00056748	SUTHERLANDS	\$11.82	
00056582	WESTERN STATES FIRE	\$420.00	
00056686	USPS	\$12.60	
00056696	MENARDS CASPER WY	\$16.49	
00056731	CASPER CONTRACTORS	\$35.44	
		<b>\$2,599.31</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
00056352	WALMART	\$286.34	
00056608	URGENT CARE OF CASPER	\$120.00	
00056419	VAN DIEST SUPPLY	\$659.83	
00055902	THE UPS STORE	\$24.75	
00055931	WARNE CHEMICAL	\$141.90	
00056875	CPS DISTRIBUTORS	\$62.47	
00055826	WARNE CHEMICAL	\$501.43	
00056031	WARNE CHEMICAL	(\$489.09)	
00055535	WYATT ELECTRIC	\$297.68	
00056136	WW GRAINGER	\$20.80	
00056351	71 SOIL AND STONE	\$323.18	
		<b>\$1,949.29</b>	<b>Subtotal for Dept. Weed And Pest</b>

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## P-CARD VENDORS

**\$138,060.86** Subtotal for Vendor

### PEPSI COLA OF CASPER

2199013836 PRODUCT

\$284.15

**\$284.15** Subtotal for Dept. Ice Arena

**\$284.15** Subtotal for Vendor

### POSTAL PROS SOUTHWEST INC

40990 WEB POSTING

\$3,775.08

3549 BILLS PRINTING

\$3,015.83

**\$6,790.91** Subtotal for Dept. Finance

**\$6,790.91** Subtotal for Vendor

### PRINTWORKS

11286 MECHANICAL PASS & APPROVED TAG

\$119.97

**\$119.97** Subtotal for Dept. Code Enforcement

11281 BUSINESS CARDS

\$97.30

**\$97.30** Subtotal for Dept. Water

**\$217.27** Subtotal for Vendor

### PROFORCE LAW ENFORCEMENT

303747 FLEET EQUIPMENT

\$7,740.00

**\$7,740.00** Subtotal for Dept. Police Equipment

300888 WEAPON ACCESSORIES

\$2,276.01

**\$2,276.01** Subtotal for Dept. Police Grants

**\$10,016.01** Subtotal for Vendor

### RAFTELIS FINANCIAL CONSULTANTS INC

CAWY1702-01 SYSTEM INVESTMENT CHARGE

\$296.36

**\$296.36** Subtotal for Dept. Sewer

CAWY1702-01 SYSTEM INVESTMENT CHARGE

\$296.36

**\$296.36** Subtotal for Dept. Waste Water

CAWY1702-01 SYSTEM INVESTMENT CHARGE

\$451.33

**\$451.33** Subtotal for Dept. Water

**\$1,044.05** Subtotal for Vendor

### RECYCLED MATERIALS, LLC.

RIN0027576 REFUND OVER BILLED

\$3,604.90

**\$3,604.90** Subtotal for Dept. Balefill

0971 DEMOLITION ON GRANT STREET

\$3,000.00

**\$3,000.00** Subtotal for Dept. Code Enforcement

0970 BUILDING ASBESTOS ASSESSMENT

\$2,950.00

**\$2,950.00** Subtotal for Dept. Special Revenue

**\$9,554.90** Subtotal for Vendor

### ROCKY MOUNTAIN POWER

AP00014904071716 ELECTRICITY

\$4,192.10

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## ROCKY MOUNTAIN POWER

AP00016904071716 ELECTRICITY	\$467.76	
	<b>\$4,659.86</b>	<b>Subtotal for Dept. Aquatics</b>
AP00016704071716 ELECTRICITY	\$3,817.18	
	<b>\$3,817.18</b>	<b>Subtotal for Dept. Balefill</b>
AP00015004071716 ELECTRICITY	\$182.47	
	<b>\$182.47</b>	<b>Subtotal for Dept. Cemetery</b>
AP00015104071716 ELECTRICITY	\$1,199.18	
AP00015104071716 ELECTRICITY	\$26.23	
AP00015104071716 ELECTRICITY	\$3,659.80	
AP00015104071716 ELECTRICITY	\$1,095.82	
	<b>\$5,981.03</b>	<b>Subtotal for Dept. City Hall</b>
AP00015504071716 ELECTRICITY	\$2,843.26	
	<b>\$2,843.26</b>	<b>Subtotal for Dept. Fire</b>
AP00015404071716 ELECTRICITY	\$3,349.98	
	<b>\$3,349.98</b>	<b>Subtotal for Dept. Fleet Maintenance</b>
AP00015604071716 ELECTRICITY	\$560.27	
	<b>\$560.27</b>	<b>Subtotal for Dept. Fort Caspar</b>
AP00015704071716 ELECTRICITY	\$2,761.89	
	<b>\$2,761.89</b>	<b>Subtotal for Dept. Golf Course</b>
AP00023504071716 ELECTRICITY	\$357.00	
AP000158040417 ELECTRICITY	\$11,741.49	
	<b>\$12,098.49</b>	<b>Subtotal for Dept. Hogadon</b>
AP00015904071716 ELECTRICITY	\$5,000.42	
	<b>\$5,000.42</b>	<b>Subtotal for Dept. Ice Arena</b>
AP00016004071716 ELECTRICITY	\$872.94	
	<b>\$872.94</b>	<b>Subtotal for Dept. Metro Animal</b>
AP00018004071716 ELECTRICITY	\$3,239.06	
	<b>\$3,239.06</b>	<b>Subtotal for Dept. Parks</b>
AP00016204071716 ELECTRICITY	\$306.59	
	<b>\$306.59</b>	<b>Subtotal for Dept. Police</b>
AP00015204071716 ELECTRICITY	\$3,809.48	
	<b>\$3,809.48</b>	<b>Subtotal for Dept. Recreation</b>
54730761-001 4 2 ELECTRICITY	\$28.70	
AP00016304071716 ELECTRICITY	\$517.30	
	<b>\$546.00</b>	<b>Subtotal for Dept. Sewer</b>
AP000170040517 ELECTRICITY	\$72.63	
	<b>\$72.63</b>	<b>Subtotal for Dept. Streets</b>
AP00016604071716 ELECTRICITY	\$27,021.53	
	<b>\$27,021.53</b>	<b>Subtotal for Dept. Waste Water</b>
AP000165040517 ELECTRICITY	\$24,127.74	
	<b>\$24,127.74</b>	<b>Subtotal for Dept. Water</b>
	<b>\$101,250.82</b>	<b>Subtotal for Vendor</b>

## ROTARY CLUB OF CASPER

4458 DUES \$217.00

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## ROTARY CLUB OF CASPER

**\$217.00** Subtotal for Dept. City Manager  
**\$217.00** Subtotal for Vendor

## SCHWARTZ, BON, WALKER, & STUDER, LLC.

7058 LEGAL

\$6,292.00  
**\$6,292.00** Subtotal for Dept. Property & Liability Insurance  
**\$6,292.00** Subtotal for Vendor

## SCS AQUATERRA

RIN0027578 BALEFILL GAS COLLECTION

\$164,693.50  
**\$164,693.50** Subtotal for Dept. Balefill  
**\$164,693.50** Subtotal for Vendor

## SMARSH, INC

INV00220504 EMAIL MAINTENANCE

\$1,821.00  
**\$1,821.00** Subtotal for Dept. Finance  
**\$1,821.00** Subtotal for Vendor

## STANTEC CONSULTING SVCS INC.

91588 NORTH PLATTE RIVER RESTORATION

\$1,233.00  
**\$1,233.00** Subtotal for Dept. Streets  
**\$1,233.00** Subtotal for Vendor

## STAR LINE FEEDS

243417 PET FOOD

\$365.45  
**\$365.45** Subtotal for Dept. Metro Animal  
**\$365.45** Subtotal for Vendor

## STEVE BRUCE

RIN0027591 BOOT REIMBURSEMENT

\$27.50  
**\$27.50** Subtotal for Dept. Waste Water  
**\$27.50** Subtotal for Vendor

## TWEED'S WHOLESALE

350527 SOAP

\$409.80  
**\$409.80** Subtotal for Dept. Recreation  
**\$409.80** Subtotal for Vendor

## WARDWELL WATER & SEWER DISTRICT

RIN0027579 BOOSTER IRRIGATION

\$14.28  
**\$14.28** Subtotal for Dept. Water Treatment Plant  
**\$14.28** Subtotal for Vendor

## WATER TECHNOLOGY GROUP

5390076 PUMP REPLACEMENT	\$6,223.00
5389800 PUMP REPLACEMENT GUIDE BRACKET	\$190.00
5390075 PUMP REPLACEMENT	\$6,223.00
5389840 PUMP REPLACEMENT RAILS BASES	\$2,125.60

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

## WATER TECHNOLOGY GROUP

\$14,761.60 Subtotal for Dept. Sewer

\$14,761.60 Subtotal for Vendor

## WEST PLAINS ENGINEERING, INC.

BC15031-1016 FY16 CEC CHILLER REPLACEMENT

\$720.00

\$720.00 Subtotal for Dept. Casper Events Center

\$720.00 Subtotal for Vendor

## WESTERN WATER CONSULTANTS, INC.

160580012 K STREET IMPROVEMENTS

\$185.12

\$185.12 Subtotal for Dept. Sewer

160580012 K STREET IMPROVEMENTS

\$2,644.62

160580012 K STREET IMPROVEMENTS

\$2,221.47

\$4,866.09 Subtotal for Dept. Streets

160580012 K STREET IMPROVEMENTS

\$238.02

\$238.02 Subtotal for Dept. Water

\$5,289.23 Subtotal for Vendor

## WILLIE GONZALES

06761 CLOTHING REIMBURSEMENT

\$98.90

\$98.90 Subtotal for Dept. Water

\$98.90 Subtotal for Vendor

## WY. CONFERENCE OF MUNICIPAL COURTS

RIN0027589 COURT CONFERENCE

\$330.00

\$330.00 Subtotal for Dept. City Attorney

RIN0027581 COURT CONFERENCE

\$75.00

RIN0027582 COURT CONFERENCE

\$150.00

\$225.00 Subtotal for Dept. Municipal Court

\$555.00 Subtotal for Vendor

## WY. LAW ENFORCEMENT ACADEMY

A-0281 ACADEMY TRAINING

\$3,158.00

\$3,158.00 Subtotal for Dept. Police

\$3,158.00 Subtotal for Vendor

## WYOMING EARTHMOVING CORPORATION

1 LANDFILL LITTER FENCE

\$49,802.71

1 RETAINAGE

(\$4,980.28)

\$44,822.43 Subtotal for Dept. Balefill

\$44,822.43 Subtotal for Vendor

## WYOMING OFFICE PRODUCTS

RIN0027565 FACADE GRANT

\$10,000.00

\$10,000.00 Subtotal for Dept. CDBG

\$10,000.00 Subtotal for Vendor

# Bills and Claims

City of Casper

05-Apr-17 to 18-Apr-17

**Grand Total**                      **\$2,244,695.67**

**Approved By:**

**On:**

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 04/18/17

**Payroll Disbursements**

4/3/17	FIRE PAYROLL	\$	161,998.79
4/3/17	BENEFITS & DEDUCTIONS	\$	28,465.66
4/6/17	CITY PAYROLL	\$	1,069,189.33
4/6/17	BENEFITS & DEDUCTIONS	\$	194,157.85
4/7/17	EXCEPTION PAYROLL	\$	2,120.00
4/7/17	BENEFITS & DEDUCTIONS	\$	275.60
4/13/17	FIRE PAYROLL	\$	163,547.79
4/13/17	BENEFITS & DEDUCTIONS	\$	30,353.48

	<b>Total Payroll</b>	<u><u>\$ 1,650,108.50</u></u>
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**Additional Fees**

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

3/30/17	Prewrits - Utility refunds	\$	1,190.85
3/31/17	Eric Church Ticket Funds	\$	29,129.00
4/3/17	Eric Church Ticket Funds	\$	300,000.00
4/4/17	Ned LeDoux Ticket Funds	\$	60,857.00

	<b>Total Additional AP</b>	<u><u>\$ 391,176.85</u></u>
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March 16, 2017

MEMO TO: V.H. McDonald, City Manager *elo*  
FROM: Liz Becher, Community Development Director  
SUBJECT: Approve Ordinance Amendment to the Old Yellowstone District Form-Based Code  
Pertaining to Off-Street Parking Requirements.

**Meeting Type & Date:** Regular Council Meeting, April 18, 2017.

**Action Type:** Ordinance, with a Public Hearing on First Reading.

**Recommendation:** That Council, review a proposed Municipal Code Text Amendment to the Old Yellowstone District Form-Based Code, as it pertains to off-street parking requirements, and per the recommendation of the Casper Planning and Zoning Commission and the Old Yellowstone District Advisory Committee, approve said Amendment, by Ordinance.

**Summary: Background and Analysis** - The Old Yellowstone District Form-Based Code provides the regulatory framework for the redevelopment of a large portion of Casper's urban core, located generally between the "downtown" on the east, and Poplar Street on the west. The Form Based Code was the first of its kind for Wyoming, and when it was written it was understood that flexibility would be required, and periodic changes would be necessary because markets change and regulatory concepts must evolve.

The downtown/urban core of most towns and cities consists of a much different development pattern than outlying areas. The downtown is, with few exceptions, the oldest portion of the town/city and was usually designed and constructed prior to modern development considerations favoring automobiles. Downtowns were traditionally constructed at a higher density than the newer, outlying portions of the community, and also consist of a much wider variety of uses, all located in a relatively compact area. As is the case in Casper, downtowns are almost always considered by the community to be a special place, with a unique sense of character. As such, downtown development regulations often must deviate significantly from the development regulations governing the other areas of a town/city to maintain the character of the area, and to ensure that new development is consistent with the old. In Casper, parking regulations are one example.

When a new development is proposed in most areas of Casper it is required to construct and maintain a minimum number of off-street parking spaces. Even prior to 2007, the Casper Municipal Code only required that the area downtown C-3 (Central Business) zoning district provide off-street parking for new developments at a rate of fifty percent (50%) of what was

required in the rest of Casper. However, in 2007 the City Council decided that the downtown parking requirements were still too onerous, and voted to eliminate all minimum off-street parking requirements in the C-3 (Central Business) zoning district, with the exception of residential uses and schools. Many towns and cities across the country have, likewise, eliminated their parking mandates in their downtowns as a way to reinforce the historic building pattern and to encourage dense development and efficient use of downtown land. It can be argued that minimum off-street parking mandates have the negative effect of stifling growth and investment in a downtown because of the scarcity of property available to devote to off-street parking. Unfortunately, when redevelopment in a downtown is proposed, historic structures are too often torn down in order to meet a City's parking mandates. In addition to the loss of historic structures, the downtown also loses its dense, pedestrian-friendly character, resulting in a "gap tooth" development pattern over time, with individual structures being separated by parking lots and driveways (gaps), rather than a historically-accurate pattern of a continuous row of buildings.

When the Old Yellowstone District Form Based Code was developed, it required that all new development provide a minimum number of off-street parking spaces, and also placed a limit on the maximum number of spaces that can be constructed. The maximum parking limitations were in recognition that having too much parking reduces building densities, and eats up too much developable land. Although the minimum/maximum parking requirements in the Old Yellowstone District were an attempted improvement of the City's standard parking requirements at the time, it is staff's opinion that when compared to the parking requirements for the remainder of the downtown, the OYD parking requirements are too restrictive, and may be seen as an impediment to the redevelopment of the area. Staff met with the Old Yellowstone District Advisory Committee and proposed a Municipal Code text amendment that, if approved, would change the OYD parking requirements to mirror the City's current C-3 (Central Business) downtown parking requirements. The Committee, consisting primarily of property owners in the OYD, reviewed the proposal, and supported the text amendment, with one amendment. Although the C-3 (Central Business) zoning district only requires a fraction of a parking space per dwelling unit in the downtown, the Committee voted to increase the required parking well above what is required downtown, for residential uses in the OYD. The proposed text amendment requires one (1) parking space per dwelling unit, but with no maximum restriction on the number that may be provided, if a property owner wishes. In simple terms, if the Old Yellowstone District parking regulations were changed, as proposed, it would mean the elimination of all mandated minimum and maximum off-street parking requirements, with the exception of residential uses and schools.

The proposed code amendment would encourage the movement to a market-based parking approach, whereby property owners would be free to tailor parking to the unique needs of each project, without minimums or maximums imposed by the City. Successful businesses understand that the market demands parking, and will ensure that it is provided, either on site, or off. In a downtown, dispersed, shared parking lots, scattered throughout the area, is a preferable development pattern as compared to each business being required by the City to provide its own

parking lot. If the Old Yellowstone District is to be redeveloped as a continuation and extension of the historic downtown, then logically, it should be developed with similar flexibility in meeting parking needs.

In the downtown, the City is required to take a more hands-on approach to providing public parking, and maintains on-street parking as well as a public parking garage. The City is looking at other long-term parking improvements to satisfy the needs of businesses and residents in both the OYD and the downtown. However, if the OYD requires every business to provide its own parking, then there would be no need for the City to delve into the creation of public parking benefitting the OYD. The current parking requirements place the property owners in the OYD at a significant disadvantage as compared to the downtown, C-3 (Central Business) properties, and oppose the basic premise of the code by encouraging a less dense, less walkable, more auto-oriented pattern of development. With the approval of the proposed change, all OYD property owners would be free to construct parking as they wish, if they wish, with no limitation on the maximum number of spaces. Importantly, OYD property owners would also gain the same flexibility that downtown businesses enjoy, to sell off or develop property that would, under the current requirements, be mandated and set aside for parking. It is the goal of the redevelopment plan to see the area fill in with structures, and develop as densely as possible.

The proposed OYD parking regulations are summarized below. For the purpose of determining the number of parking spaces required, a “dwelling unit” is defined as a complete, independent living, sleeping, eating, cooking, and sanitation facility for one family.

<b>Building Use</b>	<b>Parking Requirements</b>
Residential	1 parking space per dwelling unit.
Residential, condominium	1 parking space per dwelling unit.
Residential, high rise apartments	1 parking space per dwelling unit.
Residential, low/mid-rise apartments	1 parking space per dwelling unit.
Senior Citizen housing	1 parking space per dwelling unit.
Schools, senior high	0.25 parking space per student.

Schools, elementary and middle schools	0.19 parking space per the sum of the number of students plus the number of staff. On-street parking abutting the school grounds and any adjacent park land may be used to meet the off street parking required for the school.
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The City’s **current** Form Based Code parking regulations are shown below for reference. The proposed text amendment would delete these requirements.

<b>Building Use</b>	<b>Parking Requirements</b>
Bank	Minimum 0.60 spaces per 1,000 square feet.
Commercial Uses, Including Personal Services	Minimum 2.0 – maximum 3.0 parking spaces per 1,000 square feet of gross square feet leasable area. If under 1,000 square feet, a minimum of stalls shall be required.
Gas Station/Convenience	Minimum 1.0 space per 500 feet of gross floor area.
Hotel	Minimum 1.0 parking space per sleeping room, plus 1 space per employee on the smallest shift.
Office	Minimum 2.0 – maximum 2.9 spaces per 1,000 gross square feet building area.
Residential Stacked Flats, Courtyard, Mansion Apartment	Minimum 1.0 – maximum 2.0 parking spaces per dwelling unit.
Residential Tower	Minimum 0.80 – maximum 1.5 parking spaces per dwelling unit with .50 covered.
Residential - Rowhouse	Minimum 1.0 – maximum 2.0 spaces per dwelling unit with 1 covered.
Residential – 2 Flat Tandem	Minimum – maximum 4.0 parking spaces per dwelling unit.
Residential – Village Home	Minimum 1.0 – maximum 3.0 spaces per dwelling unit with 1 covered.

Residential – Senior/Active Adult	Minimum 0.5 – maximum 1.0 space per two sleeping rooms.
Restaurant/Nightclub	Minimum 7.0 – maximum 8.5 parking spaces per 1,000 gross square feet leasable area.

**Previous Council/Commission/Board Actions** - The Planning and Zoning Commission reviewed the proposed text amendment at its December 15, 2016 public hearing. There were no public comments received. The Planning and Zoning Commission voted to unanimously support the proposed text amendment, as presented.

The Old District Yellowstone Advisory Committee, which is made up primarily of property owners within the Old Yellowstone District, developed the proposed text amendment, in cooperation with Community Development Department Staff, and formally approved the ordinance at their meeting on November 28, 2016.

The Casper City Council reviewed the proposed text amendment at a work session on February 14, 2017.

**Council Goals** – Downtown development.

**Communication Efforts** – As required by State Statute, a notice was published in the Casper Star-Tribune advertising the public hearings for both the Planning and Zoning Commission and the City Council. The public hearings were also advertised on the City’s website (casperwy.gov).

**Financial Considerations:** The proposed Municipal Code text amendment does not affect the City’s budget.

**Oversight/Project Responsibility:** Craig Collins, City Planner is tasked with applying the City’s land use regulations and encouraging the redevelopment of the Old Yellowstone District.

**Attachments:** Ordinance

ORDINANCE NO. 6-17

AN ORDINANCE AMENDING SECTION 17.94.100 OF THE CASPER MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS IN THE OLD YELLOWSTONE DISTRICT AND SOUTH POPLAR STREET CORRIDOR (OYDSPC) FORM-BASED CODE.

WHEREAS, in June of 2008 the City Council adopted Chapter 17.94, the Old Yellowstone District and South Poplar Street Corridor (OYDSPC) Form-Based Code, which provides the regulatory framework for the redevelopment of a large portion of Casper's urban core; and,

WHEREAS, as the City has continually implemented the OYDSPC Form-Based Code since 2008, it has been necessary at times to amend the regulations in order to allow flexibility in design reviews of new and/or potential projects; and,

WHEREAS, the minimum/maximum off-street parking regulations found in the OYDSPC Form-Based Code, found in Section 17.94.100 of the Municipal Code, have become an impediment to the redevelopment of the area, and the City proposes to eliminate the current parking standards and adopt the C-3 (Central Business) zoning district parking standards in the Old Yellowstone District and South Poplar Street Corridor; and,

WHEREAS, both the Planning and Zoning Commission and the Old Yellowstone District and South Poplar Street Corridor Architectural Review Committee have reviewed and approved the proposed amendment to the OYDSPC Form-Based Code; and,

WHEREAS, it is the desire of the governing body of the City of Casper to amend Section 17.94.100 of the Casper Municipal Code pertaining to parking regulations in the OYDSPC (Old Yellowstone District and South Poplar Street Corridor).

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

SECTION 1:

Section 17.94.100 is hereby amended as follows:

17.94.100 Parking regulations.

- A. Off-street Parking Dimensions. Refer to Casper Municipal Code Section 17.12.070.
- B. Specific Requirement. Unless specified, requirements listed represent the ~~maximum~~ MINIMUM number of parking spaces ~~allowed~~ REQUIRED.

<b>Building Use</b>	<b>Parking Requirements</b>
Bank	Minimum 0.60 spaces per 1,000 square feet.
Commercial Uses, Including Personal Services	Minimum 2.0 — maximum 3.0 parking spaces per 1,000 square feet of gross square feet leasable area. If under 1,000 square feet, a minimum of stalls shall be required.
Gas Station/Convenience	Minimum 1.0 space per 500 feet of gross floor area.
Hotel	Minimum 1.0 parking space per sleeping room, plus 1 space per employee on the smallest shift.
Office	Minimum 2.0 — maximum 2.9 spaces per 1,000 gross square feet building area.
Residential Stacked Flats, Courtyard, Mansion Apartment	Minimum 1.0 — maximum 2.0 parking spaces per dwelling unit.
Residential Tower	Minimum 0.80 — maximum 1.5 parking spaces per dwelling unit with .50 covered.
Residential — Rowhouse	Minimum 1.0 — maximum 2.0 spaces per dwelling unit with 1 covered.
Residential — 2 Flat Tandem	Minimum — maximum 4.0 parking spaces per dwelling unit.
Residential — Village Home	Minimum 1.0 — maximum 3.0 spaces per dwelling unit with 1 covered.
Residential — Senior/Active Adult	Minimum 0.5 — maximum 1.0 space per two sleeping rooms.
Restaurant/Nightclub	Minimum 7.0 — maximum 8.5 parking spaces per 1,000 gross square feet leasable area.

<b>Building Use</b>	<b>Parking Requirements</b>
Residential	1 parking space per dwelling unit.
Residential, condominium	1 parking space per dwelling unit.
Residential, high rise apartments	1 parking space per dwelling unit.
Residential, low/mid-rise apartments	1 parking space per dwelling unit.
Senior Citizen housing	1 parking space per dwelling unit.
Schools, senior high	0.25 parking space per student.
Schools, elementary and middle schools	0.19 parking space per the sum of the number of students plus the number of staff. On-street parking abutting the school grounds and any adjacent park land may be used to meet the off street parking required for the school.

**SECTION 2:**

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

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2017.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of \_\_\_\_\_, 2017.



APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Kenyne Humphrey  
Mayor

March 16, 2017

MEMO TO: Liz Becher, Interim City Manager *LB*  
FROM: Craig Collins, City Planner, Community Development  
SUBJECT: Approve Ordinance Amendment to the Old Yellowstone District Form-Based Code Pertaining to the Goals and Intent of the OYD, and the Clarification of Prohibited Uses.

**Meeting Type & Date:** Regular Council Meeting, April 18, 2017.

**Action Type:** Ordinance, with a Public Hearing on First Reading.

**Recommendation:** That Council, review a proposed Municipal Code Text Amendment to the Old Yellowstone District Form-Based Code, and per the recommendation of the Casper Planning and Zoning Commission and the Old Yellowstone District Advisory Committee, approve said Amendment, by Ordinance.

**Summary: Background and Analysis** - The Old Yellowstone District and South Poplar Street Corridor Form-Based Code provides the regulatory framework for the redevelopment of a large portion of Casper's urban core, located generally between the "downtown" on the east, and Poplar Street on the west. The Form Based Code was the first of its kind for Wyoming, and when it was written it was understood that flexibility would be required, and periodic changes would be necessary. After almost a decade of working with the Form-Based Code, for the redevelopment of the Old Yellowstone District, staff and the Old Yellowstone District Advisory Committee are actively working to identify amendments to improve, clarify, and streamline the process. One section of the Form-Based Code that is a priority is the list of the prohibited uses in the Old Yellowstone District. When the Code was enacted, all existing businesses became "grandfathered" in the area, and are allowed to be sold, rebuilt, or expanded, into perpetuity, but new businesses that are listed as prohibited uses cannot be established.

The redevelopment of the Old Yellowstone District focuses on creating an extension of the downtown, in form and function, with its own unique character, complementary, but distinct from the downtown. A primary goal of the redevelopment plan for the Old Yellowstone District is a move away from an automobile dominated development pattern, toward a more pedestrian-oriented pattern. In furtherance of this goal, it was necessary to not just define the physical characteristics of future development, but to also prevent types of land uses that would be harmful to the overall goals of the redevelopment plan. The uses that are listed as "prohibited" in the Old Yellowstone District are permitted as legal and conforming in many other areas of Casper, and are vitally important to the economic well-being of the City. However, the Old

Yellowstone District has a vision, and a plan that was developed through years of public input to create a special and unique downtown district. In order to see the vision become reality, it is necessary to preclude certain types of land uses.

Some of the definitions in the “prohibited uses” section of the Form-Based Code have been found to be more subjective than is ideal, and questions of interpretation have been raised over the years. The purpose of the proposed text amendment is to clarify the definitions in order to alleviate any future discrepancies in interpretation. In so doing, staff has also reviewed all the other zoning districts within the City to ascertain any other land uses that would be detrimental to the vision and goals of the redevelopment plan. Six (6) uses that were not previously on the list of prohibited uses are proposed to be added with this text amendment, and if any of those uses exist within the Old Yellowstone District currently, they will also be “grandfathered,” and allowed to remain, to be sold, to be rebuilt, or to expand, as they wish, into perpetuity. As stated previously, the prohibition only affects the introduction of future land uses that do not currently exist in the Old Yellowstone District.

A secondary proposed change, included in the proposed text amendment, is an expansion of the verbiage in Section 17.94.010 regarding the purpose and intent of the Form-Based Code. The Old Yellowstone District Advisory Committee, made up primarily of property owners in the Old Yellowstone District, wished to clarify and expound upon the short purpose statement at the beginning of the Code, to give potential developers a better sense of what the Code is trying to accomplish. The Advisory Committee discussed the need to set a positive tone for the Code, and discuss what is encouraged, rather than diving directly into prohibited uses. The proposed language is a positive affirmation of the intent of the Code and addresses the overarching goals of the Form-Based Code.

**Previous Council/Commission/Board Actions** - The Planning and Zoning Commission reviewed the proposed text amendment at its December 15, 2016 public hearing. There were no public comments received. The Planning and Zoning Commission voted to unanimously support the proposed text amendment, as presented.

The Old District Yellowstone Advisory Committee, which is made up primarily of property owners within the Old Yellowstone District, developed the proposed text amendment, in cooperation with Community Development Department Staff, and formally approved the ordinance at their meeting on November 28, 2016.

The Casper City Council reviewed the proposed text amendment at a work session on February 14, 2017.

**Council Goals** – Downtown development.

**Communication Efforts** – As required by State Statute, a notice was published in the Casper Star-Tribune advertising the public hearings for both the Planning and Zoning Commission and the City Council. The public hearings were also advertised on the City’s website (casperwy.gov).

**Financial Considerations:** The proposed Municipal Code text amendment does not affect the City’s budget.

**Oversight/Project Responsibility:** Craig Collins, City Planner, is tasked with applying the City’s land use regulations and encouraging the redevelopment of the Old Yellowstone District.

**Attachments:** Ordinance

ORDINANCE NO. 7-17

AN ORDINANCE AMENDING SECTIONS 17.94.010 AND 17.94.030 OF THE CASPER MUNICIPAL CODE, PERTAINING TO THE OLD YELLOWSTONE DISTRICT AND SOUTH POPLAR STREET CORRIDOR FORM-BASED CODE.

WHEREAS, in June of 2008, the City Council adopted the Form-Based Code for the area referred to as the Old Yellowstone District and South Poplar Street Corridor; and,

WHEREAS, the City has identified several areas of the Form-Based Code that need clarification; and,

WHEREAS, the Planning and Zoning Commission, the Old Yellowstone District Advisory Committee, and the Architectural Review Committee have recommended approval of the following amendments to the Form-Based Code; and,

WHEREAS, it is the desire of the governing body of the City of Casper to amend Sections 17.94.010 and 17.94.030 of the Casper Municipal Code.

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

SECTION 1:

That Section 17.94.010 of the Casper Municipal Code is hereby amended to add the bolded and capitalized text, to read as follows:

17.94.010 - Purpose, intent and using the code.

The Old Yellowstone District and South Poplar Street Corridor form-based code regulating plan is intended to integrate urban design, building form, placement, use and design as a means for implementing the West Central and South Poplar Street Corridor Plan, dated September, 2007, as may be amended from time to time.

**THIS FORM-BASED CODE IS ALSO INTENDED TO ENCOURAGE LAND USES THAT PROMOTE VIBRANT COMMERCE, SOCIAL INTERACTION, AND A WIDE VARIETY OF HOUSING TYPES, WHERE PEOPLE CAN LIVE, WORK, SHOP AND PLAY, ALL WITHIN PROXIMITY AND WALKING DISTANCE.**

**THE INTENDED GOAL OF THE FORM-BASED CODE IS TO CREATE A COMPLIMENTARY EXTENSION OF THE DOWNTOWN, WITH ITS OWN UNIQUE CHARACTER AND DESIGN, AND TO PROVIDE A FRAMEWORK FOR ACHIEVING THE DESIRED BUILT-FORM CHARACTERISTICS OF A DOWNTOWN, INCLUDING SIMILAR DENSITIES, BUILDING MATERIALS, BUILDING ORIENTATION, BUILDING HEIGHTS, ARCHITECTURE AND A DIVERSIFIED MIX OF COMPLIMENTARY AND INTERRELATED LAND USES.**

The form-based code consists of a regulating plan, building envelope standards and design standards.

The code is comprised of five interrelated elements.

1. Zoning district narrative describing purpose, intent, applicability and design.
2. A regulating plan that describes the areas within the development project where specified building types may be located.
3. Building envelope and street standards that describe the allowable height, disposition and use for the specified building types and right-of-way, travel lane, center median, parking, terrace and/or sidewalk and alleyway width for the specified thoroughfares.
4. Design standards for guiding specific aspects of building and site design.
5. The regulating plan and building envelope and street standards apply to new facilities such as buildings, streets, parking lots, etc. The design standards apply to existing and new facilities.

A. Design Principles. The code is based on several fundamental design principles:

1. Mixing of uses vertically within structures and horizontally upon sites allows for greater market flexibility, sharing of support facilities such as parking, reducing the necessity for short vehicle trips while promoting walking and biking and leading to a more sustainable city.
2. Buildings should be placed close to the sidewalk and street to better define and enliven the public realm and economize resources such as land and utilities.
3. Building types that support multiple uses and are flexible or adaptable over time are preferable to highly specific, single-use typologies that may more easily become obsolete.
4. Increased density helps afford increased private and public realm amenities such as brick and stone building exteriors and streetscaping.
5. A more enhanced public realm with interconnected sidewalks, plazas, landscaped parkways and trails promotes and support social interaction and healthier living.

## SECTION 2:

That Section 17.94.030 of the Casper Municipal Code is hereby amended to add the bolded and capitalized text, to remove the strikethrough text, and renumbered alphabetically as necessary, to read as follows:

17.94.030 - Prohibited uses.

A. Prohibited uses in the Old Yellowstone District and South Poplar Street corridor shall include the following:

1. "Agriculture" meaning food animals produced for consumption, pleasure animals raised for recreation, sale barns for the auction of food and/or pleasure animals, large gardens and orchards which produce food for consumption, and large farm equipment offered for sale, service and/or storage;
2. "Animal boarding center/animal shelter" meaning an establishment where animals are admitted solely for the purpose of overnight stays. Outside runs are prohibited. Establishments that provide day services with no overnight stays are permitted. Boarding is allowed only for medical purposes or treatment by licensed animal hospitals or clinics;
3. "Automobile-oriented sales or services," not existing as of the effective date of the Old Yellowstone District and South Poplar Street Corridor form-based zoning ordinance, meaning an area or structure used for the display, sale and/or service of automobiles, including cars, trucks, recreational vehicles, trailers, motorcycles or boats; and includes businesses that sell and/or install automobile accessories. Automobile-oriented sales or services shall include businesses such as vehicle dealerships, **VEHICLE CONSIGNMENT LOTS**, muffler shops, auto-detail shops, engine repair or rebuilding, collision repair, tire sales and service shops, paint shops, undercoating, window and glass replacement and tinting, alignment shops, upholstery shops, oil change and lubrication shops, brake shops, stereo and radio sales and/or installation, dismantling or salvage operations, towing businesses, and businesses that lease or rent vehicles;
4. "Car wash (~~stand-alone~~)" meaning a ~~freestanding~~ structure/**BUSINESS** where motor vehicles are washed, **WHETHER OR NOT IT IS ASSOCIATED WITH OR ACCESSORY TO ANOTHER BUSINESS**. ~~Car washes that are accessory to other principle uses are allowed;~~
5. "Commercial laundries" meaning establishments where clothes and linens can be washed and ironed in bulk quantities, typically for commercial or industrial uses; not for individual patronage, such as laundromats;

**XX "CONSTRUCTION/CONTRACTOR SHOPS OR YARDS" MEANING A LOT OR STRUCTURE, THE PRINCIPAL USE OF WHICH IS TO PROVIDE OFFICES, VEHICLE AND EQUIPMENT STORAGE, CONSTRUCTION MATERIAL STORAGE, OR TOOL STORAGE FOR A CONSTRUCTION OR CONTRACTING BUSINESS. EXAMPLES ARE PLUMBING SHOPS, ELECTRICAL SHOPS, EXCAVATING BUSINESSES, MECHANICAL SHOPS, WELDING SHOPS, FABRICATION SHOPS, ELECTRICAL OR PLUMBING SUPPLY SHOPS, OR SIMILAR USES.**

**XX "CONVENIENCE ESTABLISHMENT, HIGH VOLUME" MEANING AN ESTABLISHMENT PRIMARILY DESIGNED FOR THE PURPOSE OF PROVIDING LEGALLY STORED VEHICLE ENGINE FUELS, KEROSENE OR MOTOR OIL, AND LUBRICANTS OR GREASE, ON A FULL- OR SELF-SERVICE BASIS TO THE TRAVELING PUBLIC AND/OR COMMERCIAL HAULERS.**

**XX "CONVENIENCE ESTABLISHMENT, MEDIUM VOLUME" MEANING AN ESTABLISHMENT IN WHICH THE PRIMARY BUSINESS IS SELLING GASOLINE/DIESEL FUEL AND GROCERY STORE RELATED PRODUCTS.**

6. "Custodial care facility" meaning a public or privately operated facility providing custodial care for persons residing by court placement, or being held or detained awaiting trial or court placement, including, without limitation, correctional and post-correctional facilities, adult and/or juvenile detention facilities, reentry centers and correctional transitional housing. A custodial care facility shall not include "group homes," as defined in the municipal code;
7. "Emergency shelter" meaning a nonprofit facility that provides long-term or short-term living accommodations and/or care for individuals and families who have been displaced from their homes. "Care" is defined as room and board, and/or the provision of a program for counseling, therapy or social services;
8. "Heavy industrial" meaning facilities which conduct and support manufacturing, fabrication, storage of bulk materials, including both solid and liquid fuels, industrial painting, and storage of heavy equipment, **ASPHALT PLANTS, CONCRETE PLANTS, GYPSUM MANUFACTURING, REFINERIES, ROCK QUARRYING AND CRUSHING, BRICK/MASONRY YARDS, BULK PLANTS, FABRICATION PLANTS, FOUNDRY, FACTORIES OR MANUFACTURING PLANTS;**
9. "Industrial food or food processing facility" meaning an establishment where food goods or animals are processed into meat or food products, and includes slaughter, skinning, butchering, packaging, and freezing of the meat for commercial sale;
10. "Lumber yards/builder's supply yards" meaning a business operation that ~~solely~~ operates as a distribution or wholesale operation for the construction industry; ~~no retail component exists.~~ **IN WHICH** The physical yard is a storage location for storing lumber and construction materials;
11. "Manufactured home (mobile) park" meaning a parcel, or contiguous parcels of land, divided into spaces for rent or lease on which a manufactured home is to be permanently affixed;

**XX "MANUFACTURED/MODULAR STRUCTURE SALES" MEANING A BUSINESS WHICH SELLS, DISPLAYS MANUFACTURES OR STORES MANUFACTURED OR MODULAR STRUCTURES.**



12. "Motels" meaning a building, or series of connected rental units, providing a dwelling unit or overnight lodging for compensation. The physical structure has individual exterior entrances into each dwelling unit, with no common inside corridor;
13. "Off-premises signs" as defined in Section 17.08.010 of this code, not existing as of the effective date of the form-based zoning ordinance, meaning outdoor signs that are used to advertise the sale of goods and services, and/or promote social, commercial, political or religious messages;
14. "Pawn shop" meaning a commercial establishment where persons deposit goods, merchandise or other personal property in exchange for a monetary loan, or other compensation, and giving the creditor the right to sell the property if the debt is not paid;
15. "Recreational overnight park/recreational vehicle (RV) sales, service and storage lot" meaning a parcel of land intended for occupancy by recreational vehicles for transient dwelling purposes; and a parcel, or parcels, of land on which recreational vehicles will be displayed for sale, stored for service, or housed for seasonal use;
16. "Recycling center" meaning a structure or storage area whose primary use is where waste or scrap materials are stored, bought, sold, accumulated, exchanged, packaged, disassembled, or handled, including, but not limited to, scrap aluminum, paper, plastic and glass;

**XX "SALVAGE YARD OR WRECKING YARD" MEANING AN ESTABLISHMENT OR LOCATION WHICH IS MAINTAINED OR USED FOR STORAGE, KEEPING, BUYING, OR SELLING OF WRECKED, SCRAPPED OR DISMANTLED MOTOR VEHICLES OR PARTS THEREOF, OR ANY VEHICLE STORAGE AREA IN WHICH ANY VEHICLE IS STORED FOR MORE THAN THIRTY (30) DAYS, REGARDLESS OF WHETHER SAID VEHICLE IS AWAITING REPAIR.**

17. "Sexually-oriented businesses" as defined in Chapter 9.24 of this code;

**XX "STORE, WHOLESALE" MEANS AN ESTABLISHMENT DEVOTED TO THE WHOLESALING OF GOODS AND GENERALLY INCLUDES LARGE AREAS DEVOTED TO STORAGE OR WAREHOUSING.**

18. "Thrift shops" meaning commercial establishments which sell, trade, or dispense donated merchandise. "Consignment shops," meaning commercial establishments which pay a customer a percentage of sales on their consigned merchandise once it is sold, are permitted;
19. "Tower" meaning any ground, roof, or otherwise mounted pole, spire, structure or combination thereof that is fifteen feet or greater in height above the ground, including supporting lines, cables, wires, braces, masts or other structures, for the purpose of mounting an antenna, meteorological device, or cellular apparatus aboveground;

20. "Transportation depot" meaning a facility specifically designated for the storage, transfer, or boarding and unloading of material or persons such as a bus station, railroad station, etc. Transit stations for the local, public bus service are excluded;
21. "Truck/car stops" meaning establishments primarily designed for the purpose of providing stored vehicle engine fuels, kerosene or motor oil, and lubricants or grease, on a full- or self-service basis to semi-trucks, which may include similar services for automobile/truck stop facilities, restaurant facilities, and/or overnight sleeping facilities;
22. "Utility service center" meaning a facility, and/or lot, owned by a private or public entity which engages in the supply and distribution of water, gas, electrical, sewer, and communications products, and includes installation, repair and storage facilities;
23. "Warehouses, indoor and outdoor storage" meaning ~~single-use~~ facilities where goods, wares, and/or merchandise are deposited for storage or securing. In the case of "automobile services," vehicles awaiting repair or service are excluded, **PROVIDED NO VEHICLE AWAITING REPAIR OR SERVICE SHALL BE STORED ON A SITE FOR MORE THAN THIRTY (30) DAYS.**

SECTION 3:

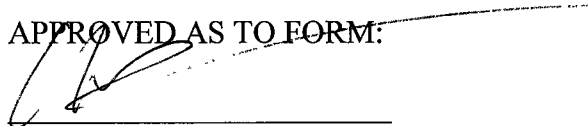
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED ON 1<sup>st</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

PASSED ON 2<sup>nd</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

PASSED, APPROVED, and ADOPTED on 3<sup>rd</sup> and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

March 20, 2017

MEMO TO: Liz Becher, Interim City Manager *eb*  
FROM: Craig Collins, City Planner, Community Development  
SUBJECT: Ordinance to Create the C85 Addition, and Rezoning the Same.

**Meeting Type & Date:** Regular Council Meeting, April 18, 2017.

**Action Type:** Ordinance, with a Public Hearing on First Reading.

**Recommendation:** That Council, by Ordinance, approve a replat creating the C85 Addition and a zone change of the same from C-2 (General Business) and R-3 (One to Four Unit Residential) to entirely C-2 (General Business).

**Summary: Background and Analysis** – Cercy Properties, LLC, has applied for a replat of 739 North Center Street, Lots 1-10, Block 11, North Burlington Addition, to create a single lot subdivision, the “C85 Addition,” comprising 0.7585-acres, more or less. In a companion item, the property is also being proposed for rezoning from C-2 (General Business) and R-3 (One to Four Unit Residential) to entirely C-2 (General Business). The rezoning is necessary because the properties are being consolidated into a single lot with multiple zoning classifications. The subject property is the location of the former Poor Boy’s restaurant, and also includes several residential lots immediately to the east. The application states that the property is proposed to be used as a restaurant, bar/lounge, catering, and brewery.

Additional background and analysis is available in the attached Planning and Zoning Commission staff report.

**Previous Council/Commission/Board Actions** - The Planning and Zoning Commission reviewed the proposed replat and zone change at its March 16, 2017 public hearing. One neighboring property owner spoke in opposition to the case at the public hearing, citing concerns about a potential for increased traffic. The Planning and Zoning Commission voted to approve, both the replat and the zone change, and to forward a “do-pass” recommendation to the City Council.

**Council Goals** – Neither the replat, nor the zone change are addressed by the three (3) 2015 City Council goals.

**Communication Efforts** – As required by City Code and State Statute, a legal notice was published in the Casper Star-Tribune for the Planning and Zoning Commission public hearing,

public notices were sent to all property owners within three hundred (300) feet of the subject property by First Class Mail, and the property was posted with an informational sign.

Prior to the City Council public hearing, legal notice was published a second time in the Casper Star-Tribune and public notices were mailed to all property owners within three hundred (300) feet of the subject property.

As is customary with all items being considered by the Planning and Zoning Commission and the City Council, both public hearings were also advertised on the City's website (casperwy.gov).

**Financial Considerations:** The proposed Municipal Code text amendment does not affect the City's budget.

**Oversight/Project Responsibility:** Craig Collins, City Planner, is tasked with applying the City's land use regulations.

**Attachments:** Ordinance  
Staff report to the Chairman and Members of the Casper Planning Commission  
Subdivision Agreement  
Aerial Photo  
Plat

March 10, 2017

MEMO TO: Bob King, Chairman  
Members, Planning and Zoning Commission

FROM: Liz Becher, Community Development Director  
Craig Collins, AICP, City Planner  
Aaron Kloke, Planner I

SUBJECT: **PLN-17-009-RZ** – Petition to vacate and replat Lots 1-10, Block 11, North Burlington Addition, to create C85 Addition, comprising .7585-acres, more or less, and rezoning of said property from C-2 (General Business) and R-3 (One to Four Unit Residential) to entirely C-2 (General Business), located at 739 North Center Street. Applicant: Cercy Properties, LLC.

Recommendation on the replat:

If, after the required public hearing, the Planning and Zoning Commission finds that the requested replat meets the minimum requirements of the Casper Municipal Code, staff recommends that the Planning and Zoning Commission approve the replat and forward it to the City Council with a “do pass” recommendation.

Recommendation on the zone change:

If, after the required public hearing, the Planning and Zoning Commissions finds that the requested rezone of said property from C-2 (General Business) and R-3 (One to Four Unit Residential) to entirely C-2 (General Business) meets the minimum requirements of the Casper Municipal Code, and is in conformance with the Comprehensive Land Use Plan; staff recommends that the Planning and Zoning Commission approve the zone change, and forward a “do-pass” recommendation to the City Council.

Code Compliance:

Staff has complied with all requirements of Section 16.24 and Section 17.12.170 of the Casper Municipal Code pertaining to plats and zone changes, including notification of property owners within three hundred (300) feet by first class mail, posting of the property, and publishing legal notice in the Casper Star-Tribune. At the time the staff report was prepared, staff had not received any public comments on this case.

Summary:

Cercy Properties, LLC, has applied for a replat of 739 North Center Street, Lots 1-10, Block 11, North Burlington Addition, to create a single lot subdivision, the “C85 Addition,” comprising 0.7585-acres, more or less. In a companion item, the property is also being proposed for rezoning from C-2 (General Business) and R-3 (One to Four Unit Residential) to entirely C-2 (General Business). The rezoning is necessary because the properties being consolidated into a single lot have multiple zoning classifications. The subject property is the location of the former Poor Boy’s restaurant, and also includes several residential lots immediately to the east. The application states that the property is proposed to be used as a restaurant, bar/lounge, catering, and brewery.

The Comprehensive Land Use Plan is the planning document that describes the values and ideals expressed by the community for its future. Although the Plan is currently undergoing an update, which is expected to be complete sometime in the summer of 2017, the existing Plan, currently in force, was adopted in 2000. Whenever a rezoning is proposed, the Planning and Zoning Commission and City Council should base their decisions as to whether the zoning should be approved on the criteria expressed in the Comprehensive Land Use Plan. Furthermore, Section 17.12.170 of the Casper Municipal Code specifically requires that staff must review zoning applications in context with the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council based on a proposal’s conformance with the Comprehensive Land Use Plan.

The Future Land Use Plan is a map element of the Comprehensive Land Use Plan that visibly sets the City’s policy regarding future zoning and land use patterns. It also provides assurance and direction to property owners and the private development sector with respect to the desired development activity of specific areas. In this case, the Plan shows that the subject property is located in an area identified to be “general commercial.” In addition to the Future Land Use Plan, the Comprehensive Plan also lays out Visions, Principles and Goals, the most applicable of which have been included below, and italicized, for the Commission’s review.

**Vision 1: Diverse Economy** – An expanded, more diversified, and stable local economy that continuously grows new jobs that pay a higher way than the current average.

Principle A – Promote space for industry, commercial development, and employment.

*Goal 1 – Provide an adequate supply of both serviced and raw industrial and commercial land for expanding the Casper area’s economic base.*

**Vision 3: Compact Development** – A compact development pattern of cohesive neighborhoods and corridors.

*Principle K -- Direct Growth to Encourage Infill and Redevelopment.*

*Goal 20 -- Direct future development to underutilized or vacant parcels within the developed urban area where City services and infrastructure already exist.*

The proposed C-2 (General Business) zoning district allows for the development of any and all of the following permitted uses:

- A. Animal clinics and animal treatment centers;
- B. Apartments located within a business structure;
- C. Arcades/amusement centers;
- D. Assisted living;
- E. Automobile park, sales area or service center;
- F. Automobile service stations;
- G. Banks, savings and loans, and finance companies;
- H. Bars, taverns, retail liquor stores, and cocktail lounges;**
- I. Bed and breakfast;
- J. Bed and breakfast homestay;
- K. Bed and breakfast inn;
- L. Business, general retail;
- M. Chapels and mortuaries;
- N. Churches;
- O. Clubs or lodges;
- P. Convenience establishment, medium volume;
- Q. Dance studios;
- R. Day care, adult;
- S. Child care center;
- T. Family child care center - zoning review;
- U. Family child care home;
- V. Family child care home - zoning review;
- W. Electrical, television, radio repair shops;
- X. Grocery stores;
- Y. Group homes;
- Z. Homes for the homeless (emergency shelters);
- AA. Hotels, motels;
- BB. Neighborhood groceries;
- CC. Offices, general and professional;
- DD. Pet shops;
- EE. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
- FF. Parking garages and/or lots;

- GG. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
- HH. Pawn shops;
- II. Personal service shops;
- JJ. Pharmacies;
- KK. Printing and newspaper houses;
- LL. Reception centers;
- MM. Recreation centers;
- NN. Restaurants, cafes, and coffee shops;**
- OO. Retail business;
- PP. Sundry shops and specialty shops;
- QQ. Theaters, auditoriums, and other places of indoor assembly;
- RR. Thrift shops;
- SS. Vocational centers, medical and professional institutions;
- TT. Neighborhood assembly uses;
- UU. Regional assembly uses;
- VV. Branch community facilities;
- WW. Neighborhood grocery;
- XX. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.



**C85 ADDITION  
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 27 day of MARCH, 2017, by and between the following parties:

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

2. Cercy Properties, LLC, 4410 Wolf Creek Road, Casper, Wyoming 82604 ("Owner").

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Lots 1-10, Block 11, North Burlington Addition, to create C85 Addition, comprising 0.7585-acres, more or less, and a rezoning of said property from C-2 (General Business) and R-3 (One to Four Unit Residential) to entirely C-2 (General Business), located at 739 North Center Street.
- C. A plat of the C85 Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

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

**SECTION 2 - OBLIGATIONS OF OWNER**

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

## 2.1 Surveying:

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

## 2.2 Construction Sequence:

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

## 2.3 Certification of Construction; Repair Obligations:

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

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

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

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

#### 2.4 Underground Utilities and Street Lights:

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

#### 2.5 Soils Analysis:

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

#### 2.6 Erosion Control Program:

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

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

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

**2.7 Retaining Walls and Fences:**

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

**2.8 Water and Sewer:**

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

**2.14 Other Costs in Separate Agreements:**

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

**2.15 Stormwater, Flooding and Letters of Map Revisions:**

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

**SECTION 3 - OBLIGATIONS OF CITY**

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

**SECTION 4 - REMEDIES**

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

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

City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

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

## SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.



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

Cercy Properties, LLC  
Attn: Tony S. Cercy  
4410 Wolf Creek Road  
Casper, Wyoming 82604

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

- j. **Headings:** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. **Survival:** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS:

OWNER  
Cercy Properties, LLC

By: \_\_\_\_\_

By: *Tony Cercy* MGR.

Printed Name: \_\_\_\_\_

Printed Name: Tony Cercy

Title: \_\_\_\_\_

Title: MANAGER.

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NATRONA        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Kenyne Humphrey, as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

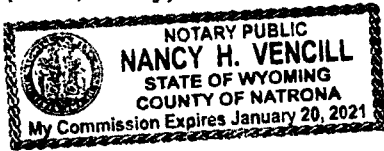
\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 27<sup>th</sup> day of March, 2017 by Tony Cera as the Manager of Cercy Properties, LLC.

(Seal, if any)

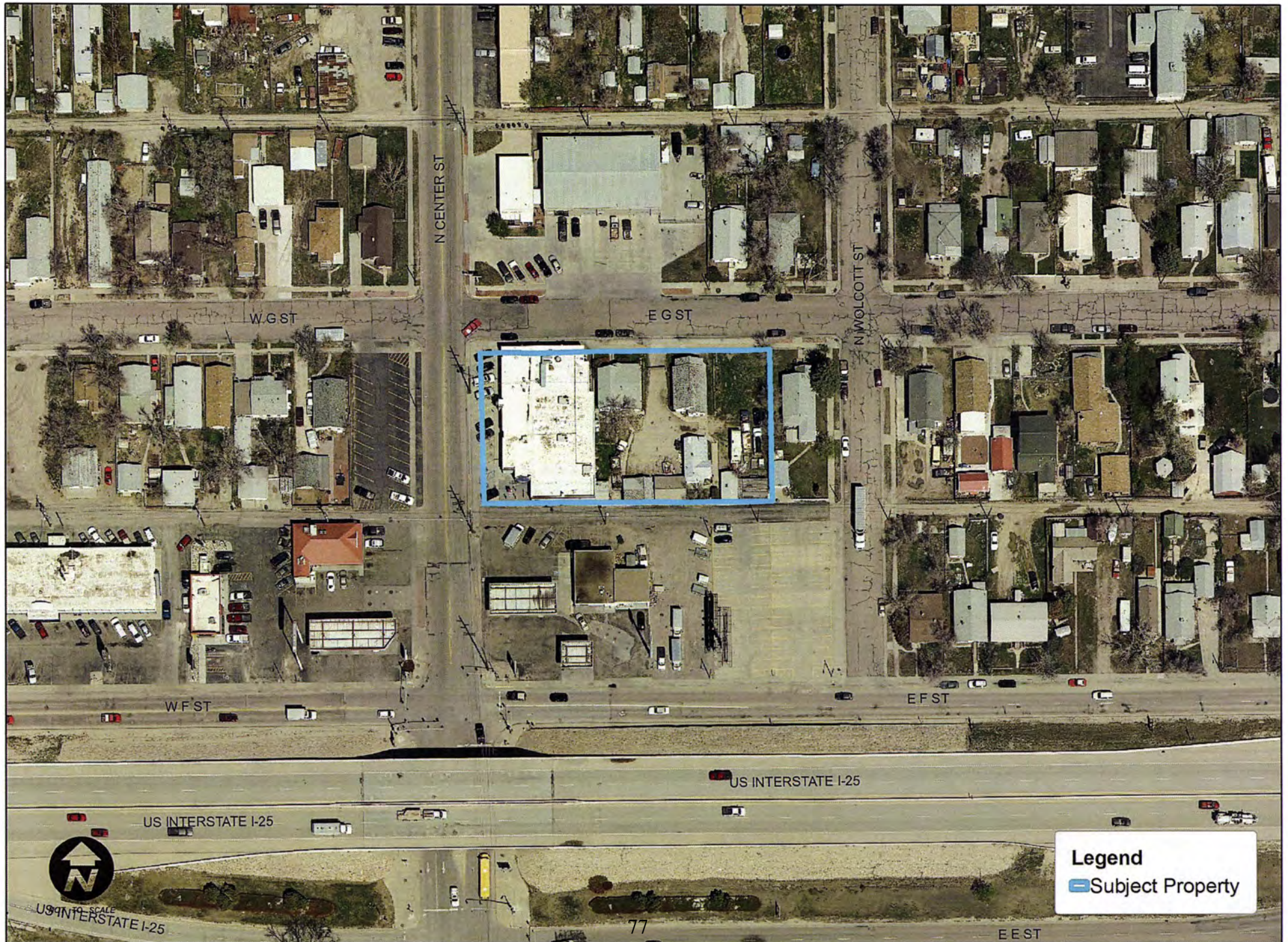


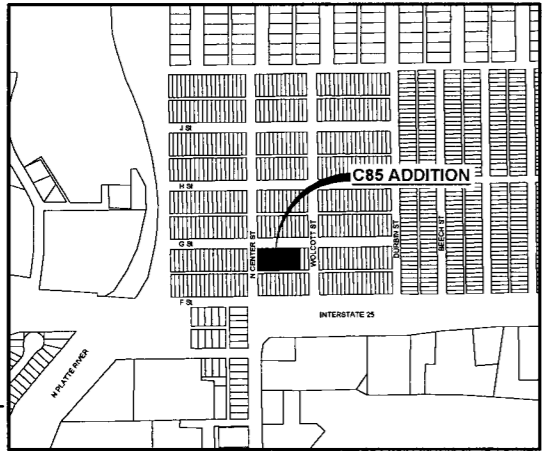
Nancy H Vencill  
(Signature of notarial officer)

Notary Public  
Title (and Rank)

[My Commission Expires: 1.20.21]

# C85 Addition



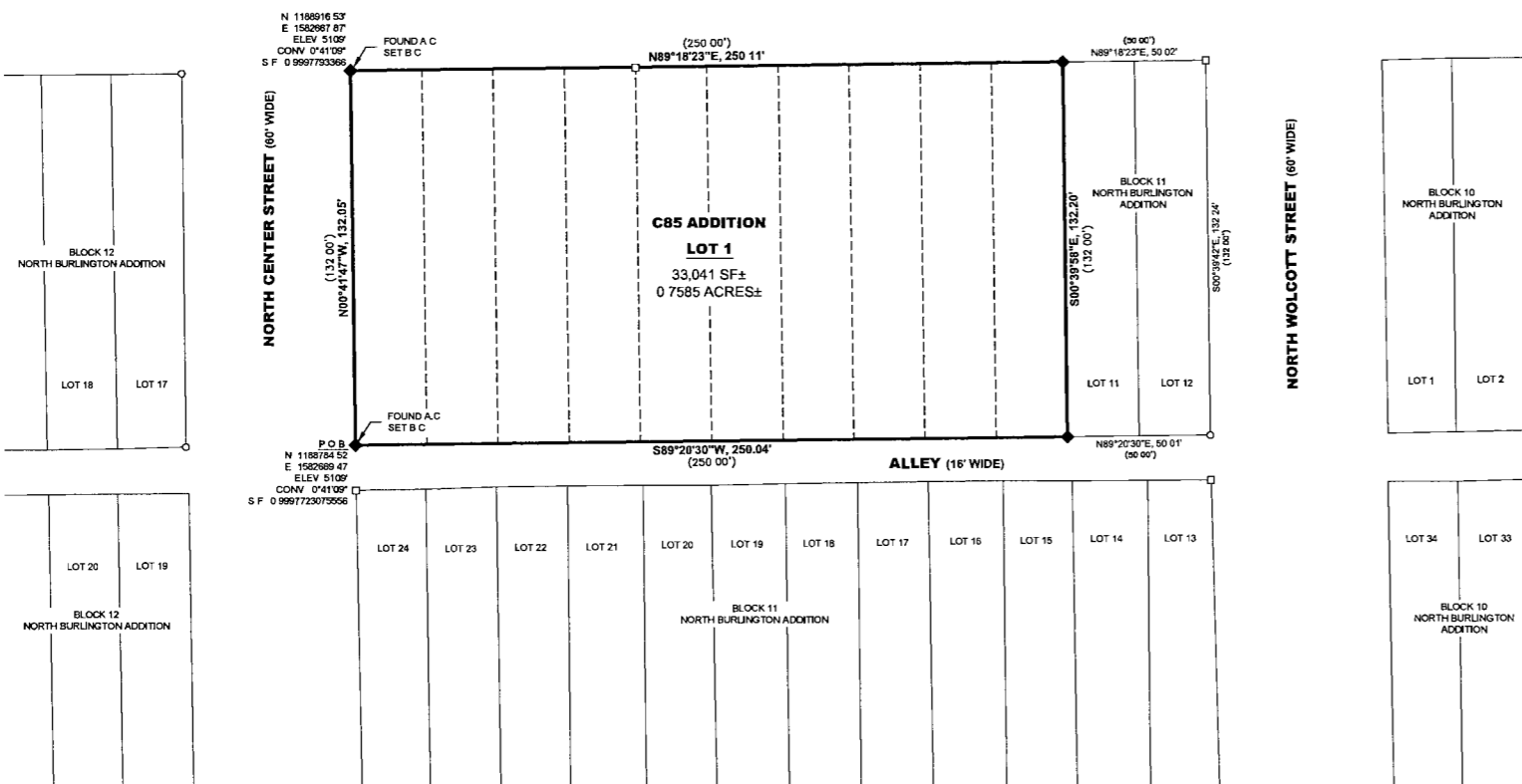
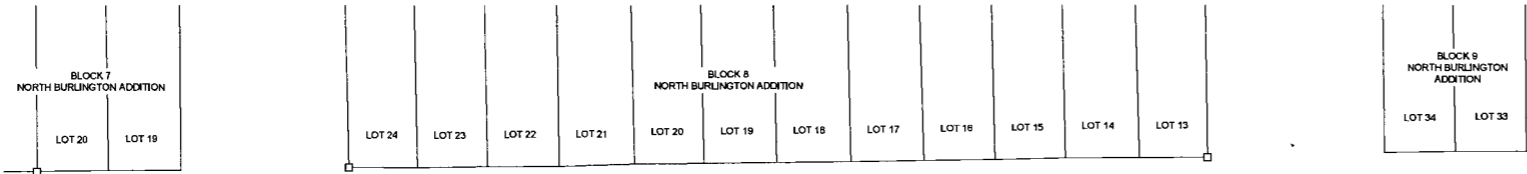
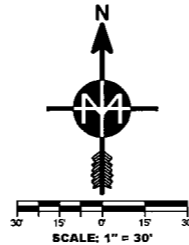


VICINITY MAP  
CITY OF CASPER, WYOMING

- NOTES**
- 1 BEARINGS AND COORDINATES ARE BASED ON THE CITY OF CASPER GIS DATUM (WYOMING STATE PLANE COORDINATES, EAST ZONE, NAD 1983/86) ELEVATIONS ARE NAVD88 AND NOT TO BE USED AS BENCHMARKS
  - 2 DISTANCES ARE GROUND, U S SURVEY FOOT (GROUND SCALE FACTOR = 1.0002277443)
  - 3 ERROR IN CLOSURE EXCEEDS 1:192,000

**LEGEND**

- FOUND ALUMINUM CAP
- FOUND REBAR
- ◆ SET 2 1/2" BRASS CAP, PLS 14558
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- - - - LOT LINE TO BE VACATED
- (250.00') RECORD DISTANCE
- N89°18'23"E, 250.10' MEASURED BEARING & DISTANCE



**VACATION AND REPLAT DEDICATION**

THE UNDERSIGNED, TONY CERCY, MANAGER OF CERCY PROPERTIES, LLC, HEREBY CERTIFIES THAT HE IS THE OWNER AND PROPRIETOR OF THE FOREGOING VACATION AND REPLAT OF LOTS 1-10, BLOCK 11, NORTH BURLINGTON ADDITION, TO THE CITY OF CASPER, WYOMING, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE RECORDS OF NATRONA COUNTY, WYOMING BEING A SUBDIVISION OF PORTIONS OF THE SW1/4NE1/4 OF SECTION 4, T33N, R79W OF THE 6TH P.M., NATRONA COUNTY, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN ALUMINUM CAP MONUMENTING THE SOUTH-WEST CORNER OF LOT 1, BLOCK 11, NORTH BURLINGTON ADDITION ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE RECORDS OF NATRONA COUNTY, WYOMING,

THENCE N00°41'47"W, 132.05 FEET ALONG THE LINE COMMON TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH CENTER STREET AND THE WESTERLY LINE OF SAID LOT 1 TO THE NORTH-WEST CORNER THEREOF,

THENCE N89°18'23"E, 250.11 FEET ALONG THE LINE COMMON TO THE SOUTHERLY RIGHT-OF-WAY LINE OF G STREET AND THE NORTHERLY LINE OF LOTS 1-10, BLOCK 11, NORTH BURLINGTON ADDITION TO THE NORTHEAST CORNER OF SAID LOT 10,

THENCE S00°39'58"E, 132.20 FEET ALONG THE EASTERLY LINE OF SAID LOT 10 TO THE SOUTH-EAST CORNER THEREOF,

THENCE S89°20'30"W, 250.04 FEET ALONG THE LINE COMMON TO THE SOUTHERLY LINE OF SAID LOTS 1-10, BLOCK 11, NORTH BURLINGTON ADDITION AND THE NORTHERLY RIGHT-OF-WAY LINE OF THE PLATTED ALLEY TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 0.7585 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHT-OF-WAYS, EASEMENTS, RESERVATIONS, AND ENCUMBRANCES OF RECORD

THE VACATION AND REPLAT OF THE FOREGOING DESCRIBED LAND IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE ABOVE NAMED OWNERS AND PROPRIETORS. THE NAME OF SAID VACATION AND REPLAT SHALL BE KNOWN AS "C85 ADDITION". ALL ALLEYS AND STREETS AS SHOWN HEREON WERE PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

BY  
TONY CERCY, MANAGER OF CERCY PROPERTIES, LLC

STATE OF WYOMING )  
                              ) SS  
COUNTY OF NATRONA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, BY TONY CERCY, MANAGER OF CERCY PROPERTIES, LLC

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

**APPROVALS**

APPROVED BY THE COMMUNITY PLANNING COMMISSION OF CASPER, WYOMING, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, AND FORWARDED TO THE CITY COUNCIL OF CASPER, WYOMING WITH THE RECOMMENDATION THAT SAID PLAT BE APPROVED

\_\_\_\_\_  
Chairman of the City of Casper Community Planning Commission

\_\_\_\_\_  
Attest Secretary

APPROVED BY THE CITY COUNCIL OF THE CITY OF CASPER, WYOMING BY ORDINANCE NO. \_\_\_\_\_ DULY PASSED, ADOPTED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Attest City Clerk

INSPECTED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

INSPECTED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

\_\_\_\_\_  
City Engineer

\_\_\_\_\_  
City Surveyor

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING )  
                              ) SS  
COUNTY OF NATRONA )

STATE OF WYOMING )  
                              ) SS  
COUNTY OF NATRONA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, BY AARON L. MONEY, PLS

I, Aaron L. Money, a Registered Professional Land Surveyor in the State of Wyoming, License No. 14558, hereby state that this plat was prepared from notes taken during an actual survey made by me or others under my direct supervision in the month of February, 2017 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey. All boundary perimeter corners are well and accurately monumented as noted. All dimensions are expressed in feet and decimals thereof and courses referred to the true meridian. All being true and correct to the best of my knowledge and belief.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_



FINAL PLAT OF  
**"C85 ADDITION"**

TO THE CITY OF CASPER, WYOMING

A VACATION AND REPLAT OF LOTS 1-10, BLOCK 11 OF NORTH BURLINGTON ADDITION TO THE CITY OF CASPER, WYOMING A SUBDIVISION OF PORTIONS OF THE SW1/4NE1/4 OF SECTION 4, T33N, R79W, 6th PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

**LAND SURVEYOR:**



Money Land Surveying, LLC  
340 W. B St., Suite 204  
Casper, WY 82601  
Phone: 307-377-2727

**PROJECT COORDINATED BY:**



Western Heritage Consulting & Engineering  
307 215 7430 PO BOX 2117  
info@westernhce.com Mills, WY 82644

PROJ. # 17WHC701 • REVIEWED BY: RLA

**PREPARED FOR:**



4410 Wolf Creek Road  
Casper, WY 82064

ORDINANCE NO.8-17

AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE C85 ADDITION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat Lots 1-10, Block 11, North Burlington Addition, to create C85 Addition, comprising 0.7585-acres, more or less; and,

WHEREAS an application has been made to rezone the C85 Addition from C-2 (General Business) and R-3 (One to Four Unit Residential) to entirely C-2 (General Business); and,

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

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

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

WHEREAS, the governing body of the City of Casper finds that the above described zone change, vacation, replat and subdivision agreement should be approved.

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

SECTION 1:

That the above described zone change is hereby approved.

SECTION 2:

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

SECTION 3:


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

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2017.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor



**ORDINANCE NO. 5-17**

**AN ORDINANCE APPROVING A REPLAT AND ESTABLISHING ZONING FOR THE PROPOSED LOT 7, BLOCK 200, IN THE CITY OF CASPER, WYOMING.**

WHEREAS, an application has been made to vacate and replat the East 25 Feet of Lot 1, the North Portions of Lots 1, 2, 3 and 4, all of Block 200 of the City of Casper, and Portions of Lots 2, 3, 4, 6, 8 and 9 and all of Lot 5, Block 201 of the City of Casper, and to vacate a portion of Mitchell Street adjacent to Lot 1, Block 200 of the City of Casper, Wyoming, to create Lot 7, Block 200 of the City of Casper; and,

WHEREAS, an application has been made to establish zoning for a portion of the proposed Lot 7, Block 200, City of Casper, to R-2 (One Unit Residential); and,

WHEREAS, this vacation, replatting, and zoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation and replat creating Lot 7, Block 200, City of Casper; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council zone proposed Lot 7, Block 200, City of Casper as PH (Park Historic); and,

WHEREAS, the governing body of the City of Casper finds that the above described vacation and replat should be approved.

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

**SECTION 1:**

The vacation and replat creating Lot 7, Block 200 of the City of Casper is hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, said documents.

**SECTION 2:**

The zoning of Lot 7, Block 200 of the City of Casper shall be PH (Park Historic).

SECTION 3:

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

PASSED on 1st reading the 21<sup>st</sup> day of March, 2017.

PASSED on 2nd reading the 4<sup>th</sup> day of April, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

Walter Trembly

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

April 14, 2017

**MEMO TO:** Liz Becher, Acting City Manager  
**FROM:** Tracey L. Belser, Assistant City Manager/Support Services Director *TLB*  
**SUBJECT:** Authorizing a contract for professional services with the Center for Public Safety Management, LLC (CPSM) for an independent comprehensive analysis of Casper Police Department services.

**Meeting Type & Date**

Council Meeting  
April 18, 2017

**Action type**

Resolution

**Recommendation**

That Council, by resolution, approve a contract for professional services with the Center for Public Safety Management, LLC (CPSM) the exclusive provider of public safety technical assistance for the International City/County Management Association for an independent comprehensive analysis of Casper Police Department services.

**Summary**

At a City Council Work Session held March 14, 2017 the City Manager made the recommendation to contract with CPSM for an independent comprehensive analysis of Casper Police Department services. Council provided support of the City Manager's recommendation pending positive reference checks from other entities who received similar services from CPSM. The City Manager conducted telephone interviews with five different governmental entities which resulted in favorable responses and who would use CPSM's services again.

The total expense for CPSM should not exceed Sixty Three Thousand Five Hundred Fifty Dollars (\$63,550) which includes the fee for services, travel expenses and in-person presentation of findings. The anticipated start date will be April 19, 2017 with the final results presented to City Council tentatively scheduled for the City Council Work Session on September 26, 2017.

**Financial Considerations**

Funding for this will come from the City Manager's budgeted Operating Contingency line item along with Police Department Contractual Services line items from the general fund.

**Oversight/Project Responsibility**

Liz Becher, Acting City Manager

**Attachments**

Professional Services Agreement  
Exhibit A - Proposal for Comprehensive Analysis of Law Enforcement Services  
Resolution

## **CONTRACT FOR INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Casper, a municipal corporation of the State of Wyoming, (hereinafter "the CITY"), and the Center for Public Safety Management, LLC (CPSM) the exclusive provider of public safety technical assistance for the International City/County Management Association, a Domestic Limited Liability Company, organized under the laws of the District of Columbia whose principal office is located at 475 K Street, NW, Suite 702, Washington, D.C. 20001, (hereinafter "the CONTRACTOR") and whose Federal I.D. number is 46-5366606.

WHEREAS, the CITY desires to retain the CONTRACTOR, and the CONTRACTOR desires to be retained, pursuant to the proposal scope of services attached hereto as Exhibit "A" and incorporated herein in its entirety;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

### **ARTICLE 1 - SERVICES**

The services to be rendered by CONTRACTOR under this Contract are set forth in Exhibit "A" (proposal) attached hereto.

### **ARTICLE 2 - SCHEDULE**

The schedule for services to be rendered by CONTRACTOR is set forth in Exhibit "A" (The Proposal) attached hereto. The Project Launch date as described in Exhibit A shall be April 19, 2017. The project and final deliverables shall be completed per the schedule in Exhibit "A", which is approximately one hundred thirty-five (135) days after this Agreement is fully executed, subject to a mutually agreeable extension if necessary. The delivery of an "Operations" and "Data Analysis" draft report shall indicate conclusion of the work anticipated in the proposal. Following delivery of the draft reports, the CITY shall have 30 days to submit any changes it finds prudent or necessary. Sixty days from the delivery of the draft reports, the final report shall be produced and transmitted electronically. Both of these time periods shall be in addition to the time period for conducting the analysis and will not require extensions of the contract. The CITY may elect to engage optional language in the contract to request a final in-person presentation which shall be done outside of the time parameters of this contract.

### **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

Invoices shall be due and payable upon receipt. Payments received more than 30 days after invoice date will incur a 2% late fee. Payment by the CITY under this Contract shall be governed by Exhibit "A".

Payments by direct deposit (preferred method) shall be sent to:

Routing No.: 052000113

Account No. : 9856252680

Payments by check to the CONTRACTOR shall be sent to:

CPSM  
c/o Bastian Accounting, LLC  
P.O. Box 199  
Amherst, NY 14226

Invoices to the CITY should be sent to:

Name: Liz Becher, Acting City Manager  
Address: City Hall, 200 N. David Street, Casper, WY 82601

Email: Lbecher@casperwy.gov  
Phone: 307-235-8224

**ARTICLE 4 - TERMINATION**

Unless the CONTRACTOR is in breach of the Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. This is a legal-binding contract and can be terminated by the City without cause, provided that the Contractor is paid for all services rendered to the date of termination. After receipt of a termination notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified;
- B. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY; and
- C. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 5 - PERSONNEL**

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, or agent of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel be entitled to any benefits of the CITY including, but not limited to, pension, health and workers' compensation benefits.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel consistent with applicable technical and professional standards in the field.

**ARTICLE 6 - AVAILABILITY OF FUNDS**

The CITY's elected body has appropriated sufficient funds in the operating budget(s) for which the work to be performed will occur and until the contract has been fully executed.

**ARTICLE 7 - INSURANCE REQUIREMENTS**

The CONTRACTOR will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance and professional liability insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence/claim and \$1,000,000.00 aggregate. If

the general liability insurance coverage and/or the professional liability insurance coverage is on a claims-made basis, the CONTRACTOR will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph. The CONTRACTOR is responsible for the payment of any deductibles or self-insured retentions.

The CITY will be named as additional insured under the CONTRACTOR's general liability insurance and automobile liability insurance policies.

The CONTRACTOR agrees to indemnify, hold harmless, and defend the CITY, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the CONTRACTOR, its employees, or its sub-contractors in connection with the work to be performed under this contract.

#### **ARTICLE 8 - SUCCESSORS AND ASSIGNS**

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as stated above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

#### **ARTICLE 9 – LAW GOVERNING THIS CONTRACT**

The Contract shall be governed by the laws of the State of Wyoming. Any and all legal action necessary to enforce the Contract will be held in Natrona County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **Dispute Resolution**

In case of a dispute regarding the interpretation of any part of this Contract, the Parties shall use their best efforts to arrive at a mutually acceptable resolution. The CONTRACTOR shall proceed diligently with its performance of the work under this Contract pending the final resolution of any dispute arising or relating to this Contract. The Client shall continue to pay the CONTRACTOR for its performance under the Contract except for those items related to the dispute.

#### **ARTICLE 10 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required.

CONTRACTOR employees, subject matter experts, or subcontractors may undertake outside professional activities provided such activity and involvement does not conflict or interfere with this Contract. In addition, employees, subject matter experts, or subcontractors will not directly or indirectly, alone or with others, engage in or have any interest in any person, firm, or entity that engages in any business activity that is competitive with the business performed under this Contract.

#### **ARTICLE 11 - EXCUSABLE DELAYS**

The PARTIES shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the PARTIES and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; and abnormally severe and unusual weather conditions.

Upon either PARTY'S request, the other PARTY shall consider the facts and extent of any failure to perform the work and, if the PARTY'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly to a newly agreed upon timeline. It shall be the responsibility of the PARTIES to notify the other PARTY promptly in writing whenever a delay is anticipated or experienced, and to inform the other PARTY of all facts and details related to the delay.

#### **ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 13 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

#### **ARTICLE 14 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, each party shall be solely responsible for their own attorney fees and costs, free and clear of any claim against the other party. **ARTICLE 15 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 16 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the CONTRACTOR agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto in accordance with Article 17 - Modification and Changes. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this contract will supersede and prevail over the terms in the incorporated Exhibits.

**ARTICLE 17 – MODIFICATIONS AND CHANGES**

Only the **CITY’s Contracting Officer** or his/her representative has authority to issue modifications to this Contract that materially change or modify any of the specifications, terms, or conditions of this Contract.

Only the **CITY’s Contracting Officer** may, by written order, make changes within the scope of work of this contract including but not limited to any one or more of the following: (a) description of services to be performed; and (b) period of performance.

No change order shall be binding unless so issued by the **CITY’s Contracting Officer** in writing and, until approved by the **CONTRACTOR’S** Contracting Administrator or their designated representative unless they are of an administrative matter.

**ARTICLE 18 - NOTICE**

All notices given under this Contract shall be sent by certified mail, return receipt requested, and if sent to the (name of client) shall be mailed to:

Liz Becher  
Acting City Manager  
City Hall 200 N. David Street  
Casper, WY 82601

and if sent to the CONTRACTOR shall be mailed to:

Director of Research & Project Development  
Center for Public Safety Management, LLC  
475 K Street NW, Suite 702  
Washington, DC 20001

**ARTICLE 18 - WYOMING GOVERNMENTAL CLAIMS ACT**

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-0-101, 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 Parties hereto agreed to all that is written herein and included within Exhibit "A".

**SIGNED**

**ATTEST**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC (CPSM)**

**SIGNED**

DocuSigned by:  
*Leonard Matarese*  
BY: \_\_\_\_\_  
F4F498ED610142B

Print Name: Leonard Matarese

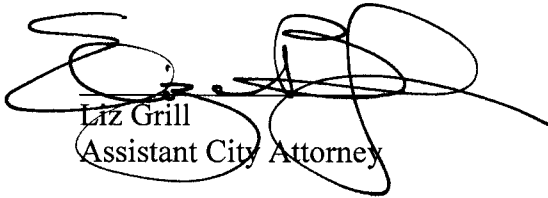
Title: Managing Partner

Date: 4/14/2017

APPROVAL AS TO FORM

I have reviewed the attached Contract for Independent Contractor/Professionals Services with the Center for Public Safety Management, LLC and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: 04/14/2017



Liz Grill  
Assistant City Attorney

# EXHIBIT "A"

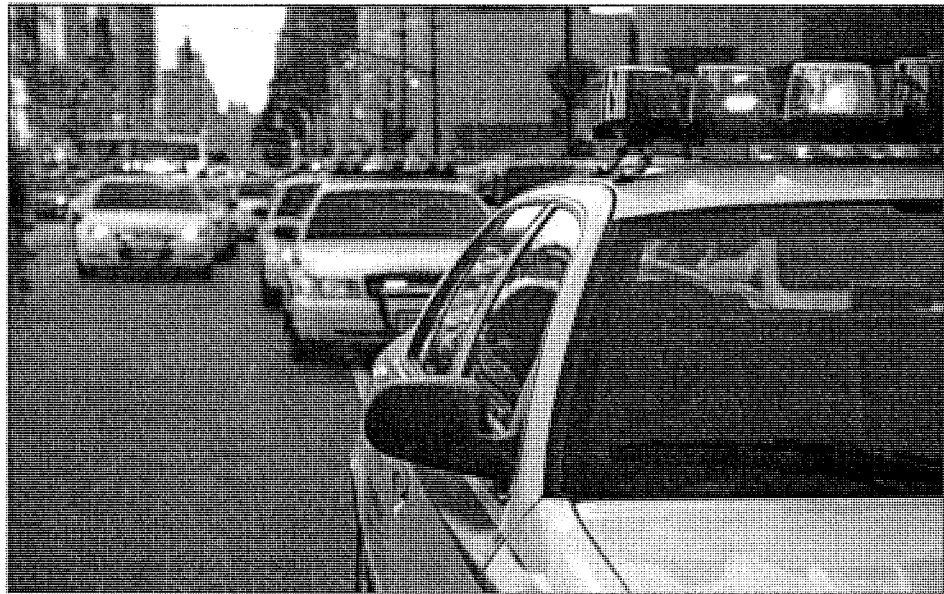
PROPOSAL FOR

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## COMPREHENSIVE ANALYSIS OF LAW ENFORCEMENT SERVICES

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CASPER, WYOMING



# CPSM<sup>®</sup>

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CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC  
475 K STREET NW STE 702 • WASHINGTON, DC 20001  
WWW.CPSM.US • 800-998-3392

## ICMA

Exclusive Provider of Public Safety Technical Services for  
International City/County Management Association

# CPSM<sup>®</sup>

Center for Public Safety Management, LLC

March 6, 2017

Mr. V.H. McDonald, CPA  
City Manager  
City of Casper  
200 N. David  
Casper, WY 82609

Dear Mr. McDonald:

The *Center for Public Safety Management, LLC, (CPSM)* as the exclusive provider of public safety technical assistance for the International City/County Management Association, is pleased to submit this proposal for an analysis of law enforcement services for Casper. The CPSM approach is unique and more comprehensive than ordinary accreditation or competitor studies.

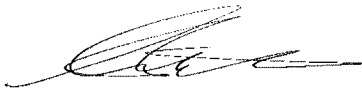
In general, our analysis involves the following major outcomes:

- Conduct a data-driven forensic analysis to identify actual workload;
- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function in the department.
- Examine the department's organizational structure and culture;
- Perform gap analysis, comparing the "as is" state of the department to the best practices of industry standards;
- Recommend a management framework to ensure accountability, increased efficiency and improved performance;

This proposal is specifically designed to provide the local government with a thorough and unbiased analysis of emergency services in your community. We have developed a unique approach by combining the experience of dozens of subject matter experts in the areas of emergency services. The team assigned to the project will have hundreds of years of practical experience managing emergency service agencies, a record of research, academic, teaching and training, and professional publications, and extensive consulting experience completing hundreds of projects nation-wide. The team assembled for you will be true "subject matter experts" not research assistants or interns.

ICMA has provided direct services to local governments worldwide for almost 100 years, which has helped to improve the quality of life for millions of residents in the United States and abroad. I, along with my colleagues at CPSM, greatly appreciate this opportunity and would be pleased to address any comments you may have. You may contact me at 716.969.1360 or via email at [lmatarese@cpsm.us](mailto:lmatarese@cpsm.us).

Sincerely,



Leonard A. Matarese, ICMA-CM, IPMA-HR  
Director, Research and Project Development  
*Center for Public Safety Management, LLC*

# THE ASSOCIATION & THE COMPANY

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## International City/County Management Association (ICMA)

The International City/County Management Association (ICMA) is a 101 year old, non-profit professional association of local government administrators and managers, with approximately 9,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments in providing services to its citizens in an efficient and effective manner. Our work spans all of the activities of local government – parks, libraries, recreation, public works, economic development, code enforcement, Brownfield's, public safety, etc.

ICMA advances the knowledge of local government best practices across a wide range of platforms including publications, research, training, and technical assistance. Our work includes both domestic and international activities in partnership with local, state and federal governments as well as private foundations. For example, it is involved in a major library research project funded by the Bill and Melinda Gates Foundation and is providing community policing training in Panama working with the U.S. State Department. It has personnel in Afghanistan assisting with building wastewater treatment plants and has teams in Central America providing training in disaster relief working with SOUTHCOM.

The **ICMA Center for Public Safety Management (ICMA/CPSM)** was one of four Centers within the Information and Assistance Division of ICMA providing support to local governments in the areas of police, fire, EMS, Emergency Management and Homeland Security. In addition to providing technical assistance in these areas we also represent local governments at the federal level and are involved in numerous projects with the Department of Justice and the Department of Homeland Security. In each of these Centers, ICMA has selected to partner with nationally recognized individuals or companies to provide services that ICMA has previously provided directly. Doing so will provide a higher level of services, greater flexibility and reduced costs in meeting member's needs as ICMA will be expanding the services that ICMA can offer to local government is expanding. For example, The Center for Productivity Management (CPM) is now working exclusively with SAS, one of the world's leaders in data management and analysis. And the Center for Strategic Management (CSM) is now partnering with nationally recognized experts and academics in local government management and finance.

**Center for Public Safety Management, LLC (CPSM)** is now the exclusive provider of public safety technical assistance for ICMA and provides training and research for the Association's members and represents ICMA in its dealings with the federal government and other public safety professional associations such as CALEA and CPSE. The Center for Public Safety Management, LLC maintains the same team of individuals performing the same level of service that it has for the past seven years for ICMA.

CPSM's local government technical assistance experience includes workload and deployment analysis, using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs as well as industry best practices. We have conducted over 221 such studies in 36 states and 185 communities ranging in size from 8,000 population Boone, IA to 800,000 population Indianapolis, IN.

Thomas Wiczorek is the Director of the Center for Public Safety Management. Leonard Matarese serves as the Director of Research & Program Development. Dr. Dov Chelst is the Director of Quantitative Analysis.

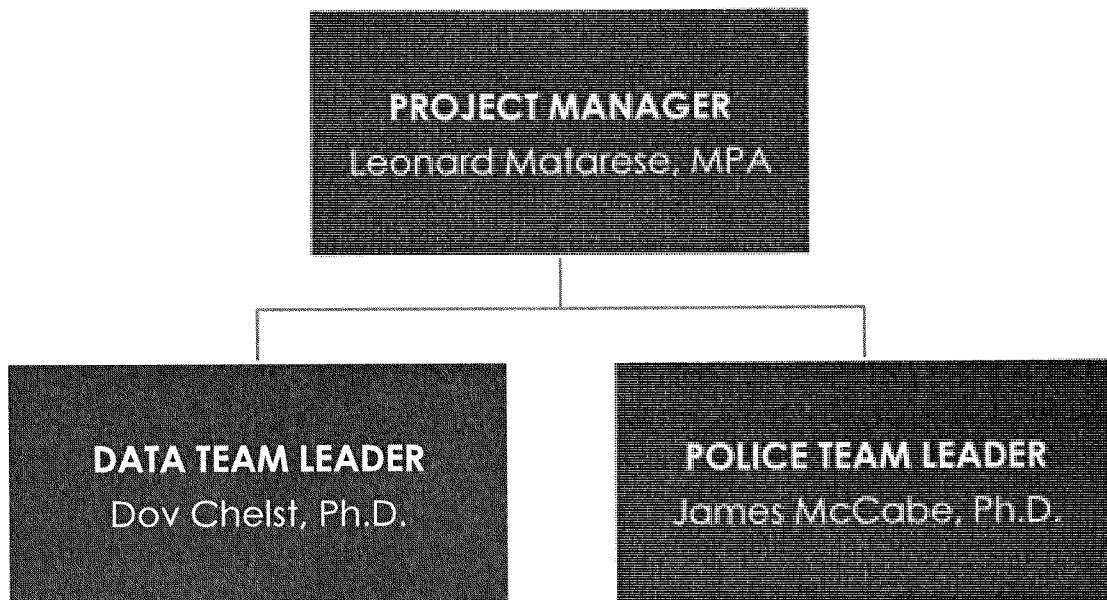


# PROJECT STAFFING

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For this project CPSM will assemble a premier team of experts from a variety of disciplines and from across the United States. The goal is to develop recommendations that will enable it to produce the outcomes necessary to provide critical emergency services consistent with the community's financial capabilities. The team will consist of a project team leader, two Operations Leaders and several senior public safety Subject Matter Experts selected from our team specifically to meet the needs of the municipality.

The management organizational chart for the project includes the following Key Team Members



## PROJECT MANAGER

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### LEONARD A. MATARESE, MPA, ICMA-CM, IPMA-SCP

Director of Research and Project Development, Center for Public Safety Management

#### BACKGROUND

Mr. Matarese is a specialist in public sector administration with particular expertise in public safety issues. He has 44 years' experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of the original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has managed several hundred studies of emergency services agencies with particular attention to matching staffing issues with calls for service workload.

Recognized as an innovator by his law enforcement colleagues he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71 agency, U.S. Customs Service anti-terrorist and narcotics task force and also as president of the Miami-Dade County Police Chief's Association – one of America's largest regional police associations. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He has also served as a project reviewer for the National Institute of Justice and is the subject matter expert on several ICMA / USAID police projects in Central America. As a public safety director he has managed fire / EMS systems including ALS transport. He was an early proponent of public access and police response with AEDs.

Mr. Matarese has presented before most major public administration organizations annual conferences on numerous occasions and was a keynote speaker at the 2011 annual PERF conference. He was a plenary speaker at the 2011 TAMSEC Homeland security conference in Linköping, Sweden and at the 2010 UN Habitat PPUD Conference in Barcelona, Spain.

He has a Master's degree in Public Administration and a Bachelor's degree in Political Science. He is a member of two national honor societies and has served as an adjunct faculty member for several universities. He holds the ICMA Credentialed Manager designation, as well as Certified Professional designation from the International Public Management Association-Human Resources. He also has extensive experience in labor management issues, particularly in police and fire departments. Mr. Matarese is a life member of the International Association of Chiefs of Police and the ICMA.

## DATA ASSESSMENT TEAM

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### DOV CHELST, PH.D.

Director of Quantitative Analysis

#### BACKGROUND

Dr. Chelst is an expert in analyzing public safety department's workload and deployment. He manages the analysis of all public safety data for the Center. He is involved in all phases of The Center's studies from initial data collection, on-site review, large-scale dataset processing, statistical analysis, and designing data reports. To date, he has managed over 140 data analysis projects for city and county agencies ranging in population size from 8,000 to 800,000.

Dr. Chelst has a Ph.D. Mathematics from Rutgers University and a B.A. Magna Cum Laude in Mathematics and Physics from Yeshiva University. He has taught mathematics, physics and statistics, at the university level for 9 years. He has conducted research in complex analysis, mathematical physics, and wireless communication networks and has presented his academic research at local, national and international conferences, and participated in workshops across the country.

## SENIOR PUBLIC SAFETY SUBJECT MATTER EXPERT

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### DAVID MARTIN, PH.D.

Senior Researcher in the Center for Urban Studies, Wayne State University

#### BACKGROUND

Dr. David Martin is Director of the Center for Urban Studies' Urban Safety Unit. He specializes in criminal justice research and program evaluation. He has had a close working relationship with the Detroit Police Department since 1993 and is currently working with Wayne State's police department on Midtown COMPSTAT, a collaborative policing and crime prevention initiative. He has developed real-time crime mapping and analysis tools to track crime, arrests and offender recidivism in Detroit and other communities. Dr. Martin has also conducted evaluations of innovative policing projects, including evaluations of Detroit Empowerment Zone Community Policing Initiative and federally-supported Weed and Seed Initiatives in the City of Detroit, City of Inkster and City of Highland Park, Michigan. He has also conducted several recidivism studies that examine the impact of offender rehabilitation programs in Wayne County.

## SENIOR PUBLIC SAFETY DATA ANALYST

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### PRISCILA MONACHESI, M.S., B.A.

#### BACKGROUND

Priscila Monachesi is a Senior Data Analyst with CPSM and has worked on over 40 data analysis projects for city and county public safety agencies. She has over ten years' experience as a Project Leader/Senior System Analyst in auto manufacturing and financial systems.

She has a M.S in Statistics from Montclair State University, a B.A. in Economics from Montclair State University, and a Technical Degree in Data Processing from Pontifícia Universidade Católica in Brazil.





## **SENIOR PUBLIC SAFETY DATA ANALYST**

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SARAH WEADON, B.A.

### **BACKGROUND**

Sarah Weadon has over 15 years' experience consulting with local, state, and federal government agencies in the areas of data and geospatial analysis, database and application development, and project management. She has worked with over 40 public safety agencies across the U.S. and Canada, providing data and geospatial analysis of response times, call trends, and station locations. Her skill in understanding the results of the analyses in the broader context of each client's budget, political, and overall reality, supports the development of practical, actionable recommendations. Ms. Weadon holds a Bachelor's degree in Classical Languages.

## **PUBLIC SAFETY DATA ANALYST**

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SHAN ZHOU, PH.D.

### **BACKGROUND**

Dr. Shan Zhou specializes in the analysis of police data. Shan brings extensive experience in scientific and clinical data analysis. Prior to CPSM, she worked as an associate scientist at Yale School of Medicine. Shan has a MS in Business Analytics and Project Management from University of Connecticut and a PhD in Cell biology, Genetics and Development from University of Minnesota.

## **PUBLIC SAFETY DATA ANALYST**

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RYAN JOHNSON, B.A.

### **BACKGROUND**

Ryan Johnson is a new addition to the CPSM data analyst team, specializing in the analysis of fire data. He has helped complete fire analysis projects for several cities and has handled ad hoc requests for modeling optimum staffing levels for police departments. Ryan brings experience in financial data analysis from the telecom expense industry, where he was the lead analyst for four clients; 3 fortune 500 companies and the Top Architectural Engineering Firm in the country. He also brings experience in spatial analytics from his time with Homeland Security. Ryan has a B.S. in Economics from Georgia State University and he is completing his M.A. in Economics from Rutgers University.

## **OPERATIONS ASSESSMENT TEAM – POLICE UNIT SENIOR ASSOCIATE**

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### **CAPTAIN CAROL E. RASOR-CORDERO, PH.D. (RET).**

Retired Captain, Pinellas County, Florida Sheriff's Office, Associate Professor Public Safety Administration, St. Petersburg College

#### **BACKGROUND**

Dr. Rasor-Cordero is a retired Captain from the Pinellas County Sheriff's Office in Florida. During her 25-year career in law enforcement, she served in various divisions to include: Patrol Operations, Crimes Against Children, Economic Crimes, Training, Community Services, and Court Security. While serving as the Commander of the Community Services Division, she established the Domestic Violence Unit, the Sexual Predator and Offender Unit, and the Citizen's Community Policing Institute. She served as the agency's training advisor and played a significant role in transforming the Pinellas County Police Academy from a vocational program to a progressive program that offers college credit at St. Petersburg College. She served as team leader for the agency's Hostage Negotiation Team and implemented the agency's Critical Incident Stress Management Team.

Dr. Rasor - Cordero has conducted research examining the relationship between personality preferences of executive level and mid-level law enforcement/corrections leaders and exemplary leadership practices. She has an extensive background as an educator and trainer. As a program director for St. Petersburg College, Carol established the first and only academic on-line gang-related investigations track in the nation. She developed the course Evolving Leaders in a Changing World for the Southeastern Public Safety Leadership Institute at St. Petersburg College which is a six-part series and approved for college credit. She designed a three-part series for implementing, managing, and evaluating community policing for the Florida Regional Community Policing Institute and delivered the training throughout Florida to mid-level and executive level leaders. Carol has developed and delivered training in the high liability areas of firearms, defensive tactics and driving. She has served as an evaluator for the project "An Evaluation of the National Justice Based After School Pilot Program" for the Office of Community Oriented Policing Services and a consultant for the Bureau of Justice Assistance evaluating the training needs of the Atlanta Police Department's Narcotics Unit. She has authored articles and presented at numerous conferences.

Dr. Rasor - Cordero is currently an associate professor for the College of Public Safety Administration, St. Petersburg College. She holds a Ph.D. in Education, Master, and Bachelor Degrees in Criminal Justice from the University of South Florida. She is a graduate of the Police Executive Research Forum Senior Management Institute for Police.

## **SENIOR ASSOCIATE**

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### **INSPECTOR JAMES E. MCCABE, (RET.) PH.D., M. PHIL., M.A., B.A.**

Professor of Criminal Justice, Sacred Heart University, Retired NYPD Inspector

#### **BACKGROUND**

Dr. McCabe retired as an Inspector with the New York City Police Department after 20 years of service. As Inspector his assignments included Commanding Officer of the NYPD Office of Labor Relations and Commanding Officer of the Training Bureau. As a Deputy Inspector he was the Commanding Officer of the Police Academy with direct supervision of over 750 staff officers and



2,000 recruits. As Executive Officer, Police Commissioner's Office. His field experience includes, Commanding Officer, 110th Precinct, Executive Officer, 113th Precinct, assignment to the Operations Division/Office of Emergency Management and uniform patrol as an officer and Sergeant in Manhattan. He has published extensively and presented to numerous conference including Academy of Criminal Justice Sciences:

He holds a Ph.D. and M. Phil, in Criminal Justice, from CUNY Graduate Center, an M.A. in Criminal Justice, from John Jay College, an M.A. in Labor and Policy Studies, SUNY Empire State College, and B.A. in Psychology, CUNY Queens College, June, 1989. He is a graduate of the Executive Management Program, Harvard University's John F. Kennedy School of Government, and the FBI National Academy.

## **SENIOR ASSOCIATE**

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### **DEPUTY CHIEF WAYNE HILTZ (RET)**

Former Interim Chief of Police at Pasadena and Irwindale Police Departments

#### **BACKGROUND**

Wayne has 33 years of experience in municipal law enforcement. This includes a broad range of experience in nearly every facet of policing from patrol, gang enforcement, and undercover narcotics to internal affairs investigations and community relations. The last 13 years were spent at command and executive levels. In his capacity as Deputy Police Chief, he served as the chief operating officer of the Pasadena Police Department, responsible for all day to day operations including internal audits and inspections. As well, he was responsible for operations related to the Tournament of Roses Parade and Rose Bowl events to include World Cup Soccer and BCS Championship games. For a period of nearly two years, he served in the capacity of Interim Chief of Police at both the Pasadena and Irwindale Police Departments.

He has extensive experience in managing budgets, and has served as a budget instructor for the California Commission on Peace Officer Standards and Training. He was selected by the Los Angeles County Police Chiefs Association to represent the 45 member agencies in negotiations for Homeland Security Grants for a three year period. He also served as President of the San Gabriel Peace Officers Association. He has served on the boards of community based organizations with focus on addressing homeless issues, substance abuse, and juvenile violence. Wayne holds a Bachelor of Science degree in Police Science and Administration from California State University at Los Angeles. Executive training includes the FBI Southwest Command College and the Senior Management Institute for Police.

## SENIOR ASSOCIATE

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### PROFESSOR PAUL E. O'CONNELL, PH.D., J.D.

Chair of Criminal Justice Department, Iona College, New Rochelle, New York, former NYPD Training Officer.

#### BACKGROUND

Dr. O'Connell is a leading expert on the application of Compstat model Police Management principles to public administration organizations. He has been a full time member of the Criminal Justice faculty at Iona College in New Rochelle since 1994. He received his Ph.D. from CUNY where his doctoral thesis was the history and development of the Compstat model of Police Management. Dr. O'Connell began his professional career in criminal justice in 1981, serving the New York City Police Department first as a police officer, and then as a Police Academy instructor, in-service trainer and curriculum developer. After receiving an MPA in 1984 and J.D. in 1989, he worked as a trial attorney with the firm of Cummings & Lockwood in Stamford, CT. Presently, he is the chair of Iona College's Criminal Justice department, where he also conducts funded research, publishes scholarly papers and lectures widely on the topics of police performance measurement, integrity management and law enforcement training systems.

Dr. O'Connell has provided consulting services to a variety of government agencies, including assessment of existing policing policies and practices and development of proactive management strategies. Over the years, he has collaborated with the Center for Technology in Government (Albany, NY), Giuliani Partners (New York, NY) and the Center for Society, Law and Justice (University of New Orleans). Dr. O'Connell recently was awarded a Fulbright Grant working with the Turkish National Police.

## SENIOR ASSOCIATE

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### CHIEF MARILYN DIAZ (RET.), B.S., M.S.

Retired Chief of Police, Sierra Madre, and Retired Commander, Pasadena, California Police Department.

#### BACKGROUND

In 1974 Marilyn Diaz began her career when she was hired as the first woman to be directly assigned as a patrol officer in the Pasadena Police Department. She promoted through the ranks, and in 2006 Marilyn retired as a Commander, where she led the Administrative Services and Field Operations Divisions.

In March of 2006 Marilyn was appointed as Sierra Madre's Chief of Police. Chief Diaz was the first woman in Los Angeles County to become chief of a municipal police department. Marilyn retired from the Sierra Madre Police Department in December 2011.

Ms. Diaz has a Master's degree in Education from the University of Southern California, and earned her Bachelor's degree in Police Science at California State University, Los Angeles.

Marilyn Diaz has served on the boards of Women at Work, Boy Scouts of America, Pacific Clinics, and the Caltech Women's Club. Marilyn also serves as a docent for the Caltech Architectural Tour Service, and is on the Caltech Women's Club Board. Marilyn is President of the Rotary Club of Sierra Madre for 2013-2014. She also teaches Youth Protection at the Rotary District level.



## ASSOCIATE

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### CHIEF DEMOSTHENES M. LONG (RET.) ED.D. JD, MA

Former Assistant Chief of NYPD, Commanding Officer NYPD Police Academy, Former Deputy Commissioner / Undersheriff Westchester County Public Safety Department

#### BACKGROUND

Chief Long has 30 years law enforcement experience, including 21 years with The New York City Police Department where he retired as Assistant Chief. His assignments included Commanding Officer, School Safety Division, where he managed 4,600 police officers and school safety agents and administered an operating budget of \$133 million. He served as Commanding Officer, Office of Deputy Commissioner Community Affairs where he was responsible for developing, implementing and assessing programs to strengthen police/community relations; Commanding Officer, Police Academy, responsible for providing entry-level, in-service, promotional and executive level training for 53,000 uniform and civilian members of the Department; Executive Officer, Office of the First Deputy Commissioner and Executive Officer, 47th Precinct and also assignment as Supervisor of Patrol for 17 Bronx Precincts, Transit Districts and Housing Police Service Areas.

After retiring from the NYPD he was appointed as First Deputy Commissioner / Undersheriff for the Westchester County Department of Public Safety. Responsibilities include the administrative planning, organization, coordination, execution and control of the fiscal, administrative, support and training functions of the 325 member police department.

He holds a Doctor of Education Degree in Executive Leadership from St. John Fisher College, a Juris Doctor Degree from New York Law School, and Master of Arts and Bachelor of Science degrees from John Jay College of Criminal Justice.

## ASSOCIATE

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### CHIEF CRAIG JUNGINGER, BS, MPA (RET)

Retired Chief of Police, Gresham, Oregon

#### BACKGROUND

Chief Junginger has 26 years' experience as a law enforcement professional. He has served as the Chief of the Gresham, Oregon Police since December 2008, a community of 110,000 population just to the east of Portland. He currently leads a department of 160 personnel both sworn and civilian with a budget of \$29 million.

Chief Junginger began his career at the Bell-Cudahy Police department in 1979. He worked as a K-9 Officer, Detective and Patrol Officer. In 1985 he transferred to the Huntington Beach Police Department where he remained until his retirement in November 2008. While at Huntington Beach, he was a Patrol Officer, Beach Detail Officer, Field Training Officer, SWAT Officer, Traffic Motor Officers, Community Policing Officer and Narcotics Detective. In 1999 he promoted to Sergeant where he worked Patrol, Downtown Foot Beat, Support Services, Vice and Intelligence and Internal Affairs. He promoted to Lieutenant in 2003 and worked as the Community Policing Commander responsible for all major event planning, Watch Commander and as the Chief's Executive Officer. In 2007 he promoted to the rank of Captain and was assigned to Administrative Operations consisting of Communications, Budget, Personnel, and Property and Evidence.

He holds a Master's Degree from California State University, Long Beach, a Bachelor's Degree from University of La Verne and an Associate's Degree from Rio Hondo Community College.



He attended the FBI National Academy Class 224 in Quantico Virginia, California Post Command College, West Point Leadership Program, POST Executive Development Program and the POST Supervisory Leadership Institute. While in Command College he was published for his article "How will we train police recruits of the millennial generation in the year 2012."

He was awarded the Medal of Valor in 1989 for his encounter with an armed bank robber.

## **ASSOCIATE**

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### **CAPTAIN JOHN CLARK (RET.), B.A.**

Los Angeles County Sheriff's Department

#### **BACKGROUND**

John Clark served with the Los Angeles County Sheriff's Department for over thirty-three years. His broad experience includes command, administrative, operational and tactical assignments in Patrol, Detective, Custody, Court, and Administrative divisions. The last eight years were spent at command level posts.

As Captain, he was in command of various units including internal investigations, financial and cybercrimes, custody operations and inmate transportation, responsible for the administrative and operational management of each. John also managed the Southern California High Tech Taskforce comprised of Federal, State and local agencies as part of his command duties.

Throughout his career, John was a command and operations level member of a county-wide team responsible for managing all department resources during natural disasters, civil disturbances and other high profile events such as political conventions and sporting events.

John was a member of the International Association of Financial Crimes Investigators, the Southern California Jail Managers Association, the Los Angeles Superior Court Management Group, and the San Gabriel Valley Peace Officers Association. He also served as an adjunct faculty member for a local community college.

John holds a Bachelor of Arts in Criminal Justice from the California State University, Fullerton.

# PROJECT SCHEDULE

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## **Milestone 1 – Full execution of the agreement**

Agreement will identify Project Launch date.

## **Milestone 2 – Project Launch**

We will conduct an interactive telephone conference with local government contacts. Our project leads will launch the project by clarifying and confirming expectations, detailing study parameters, and commencing information gathering.

## **Milestone 3a – Information Gathering and Data Extraction – 30 Days**

Immediately following project launch, the police operations lead will deliver an information request to the department. This is an extensive request which provides us with a detailed understanding of the department's operations. Our experience is that it typically takes an agency several weeks to accumulate and digitize the information. We will provide instructions concerning uploading materials to our website. When necessary, the lead will hold a telephone conference to discuss items contained in the request. The team lead will review this material prior to an on-site visit.

## **Milestone 3b – Data Extraction and Analysis – 14 Days**

Also immediately following the project launch the Data Lead will submit a preliminary data request, which will evaluate the quality of the Computer Aided Dispatch (CAD) system data. This will be followed by a comprehensive request for data from the CAD system to conduct the response and workload analysis. This request requires a concerted effort and focused response from your department to ensure the timely production of required for analysis. Delays in this process will likely extend the entire project and impact the delivery of final report. The data team will extract one year's worth of Calls for Service (CFS) from the CAD system. Once the Data Team is confident the data are accurate, they will certify that they have all the data necessary to complete the analysis.

## **Milestone 3c – Data Certification – 14 days**

## **Milestone 4a – Data Analysis and Delivery of Draft Data Report – 30 days**

Within thirty days of data certification, the analysis will be completed and a draft, unedited data report will be delivered to each of the departments for their review and comment. After the data draft report is delivered, an on-site visit by the operations team will be scheduled.

## **Milestone 4b – Departmental Review of Draft Data Report – 14 days**

The department will have 10 days to review and comment on the draft unedited data analysis. During this time, our Data team will be available to discuss the draft report. The Department must specify all concerns with the draft report at one time.

## **Milestone 4c – Final Data Report – 10 days**

After receipt of the department's comments, the data report will be finalized within 10 days.

## **Milestone 5 – Conduct On-Site Visit – 30 days**

Subject matter experts will perform an on-site visit within 30 days of the delivery of the draft data report.

## **Milestone 6 – Draft Operations Report – 30 days**

Within 30 days of the last on-site visit, the operations team will provide a draft operations report to each department. Again the departments will have 10 days to review and comment.

## **Milestone 7 – Final Report 15 days**

Once the Department's comments and concerns are received by CPSM the combined final report will be delivered to the city within 15 days.

**TOTAL ELAPSED TIME: 105 – 135 days**

# THE CPSM APPROACH

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The CPSM team developed a standardized approach to conducting analyses of police departments by combining the experience sets of dozens of subject matter experts.

We begin projects with a request for data, documents and worksheets.

Next, we extract raw data on calls for service from an agency's computer aided dispatch system. The data are sorted and analyzed to identify performance indicators (i.e., response times, workload by time, multiple unit dispatching, etc.) for comparison to industry benchmarks. Performance indicators are valuable measures of agency efficiency and effectiveness. The findings are shown in tabular as well as graphic form and follow a standard format for presentation of the analyzed data. While the format will be similar from community to community, the data reported are unique to the specific agency.

CPSM also conducts an on-site operational review. Here the performance indicators serve as the basis for the operational reviews. Prior to any on-site arrival of an CPSM team, agencies are asked to compile a number of key operational documents (i.e., policies and procedures, assets lists, etc.). Most on-site reviews consist of interviews with management and supervisors, as well as rank and file officers; attendance at roll calls and ride-alongs with officers. We review case files with investigators and observe dispatch operations to assess compliance with the provided written documentation.

As a result of on-site visits and data assessments, our subject matter experts produce a SWOT analysis (strengths, weaknesses, opportunities and threats of the department). We have found that this standardized approach ensures that we measure and observe all of the critical components of agencies.

Additionally, this methodology can be integrated with ongoing support customized to the unique needs of your community. Strategic planning, risk assessment, and training services are also available to assist with the implementation of CPSM recommendations and developing new processes and programs that may arise as implementation evolves.

The following information describes the CPSM approach to studying, understanding, evaluating, and reporting on police departments around the country. Although no two police departments are the same, a standardized approach to department evaluation ensures a rigorous and methodological process that permits benchmarking, comparing, and assessing within the context of the best practices of American law enforcement. However, each locality has unique characteristics that present policing challenges. Integrating a standardized approach within the context of local variability permits an accurate assessment of the organization in its political environment, and further permits CPSM to offer recommendations that comport with the best practices in policing, yet tailor-made for the client community.

## **I. Benchmark the community**

It is essential to understand the service levels, protection needs, community dynamics, and overall environment within which the police department operates. If necessary to do so, the CPSM study may involve interviews directed at stakeholders in the community which could include elected officials and employee labor representatives who would be contacted to solicit their opinions about the department, the public safety needs of their constituency, and the perceived gaps in service levels currently provided. CPSM may work with the agency to identify community members that can provide this important information. Additionally, the department will be compared to organizations of similar size with respect to crime, demographics, and cost-efficiency.



## II. Patrol Operations

Police agencies routinely speak about "recommended officers per 1,000 population" or a "National Standard" for staffing or comparisons to other municipalities. There are no such standards, nor are there "recommended numbers of "officer per thousand". The International Association of Chiefs of Police (IACP) states; "Ready-made, universally applicable patrol staffing standards do not exist. Ratios, such as officers-per-thousand population, are totally inappropriate as a basis for staffing decisions."

Staffing decisions, particularly in patrol, must be made based upon actual workload and very few police agencies have the capability of conducting that analysis. Once an analysis of the actual workload is made, then a determination can be made as to the amount of discretionary patrol time that should exist, consistent with the local government's ability to fund.

CPSM's team of doctoral level experts in Operations Research in Public Safety have created in **The CPSM Patrol Workload & Deployment Analysis System**® the ability to produce detailed information on workload even in those agencies without sophisticated management information systems. Using the raw data extracted from the police department's CAD system our team converts calls for service into police services workload and then effectively graphs workload reflecting seasonally, weekday / weekend and time of day variables. Using this information the police department can contrast actual workload with deployment and identify the amount of discretionary patrol time available (as well as time commitments to other police activities).

Police service workload differentiates from calls for service in that calls for service are a number reflecting the incidents recorded. Workload is a time measurement recording the actual amount of police time required to handle calls for service from inception to completion. Various types of police service calls require differing amounts of time (and thus affect staffing requirements). As such, call volume (number of calls) as a percentage of total number of calls could be significantly different than workload in a specific area as a percentage of total workload. The graph below demonstrates this difference in units.

CPSM has found that the most effective way to manage operations, including policing, is to make decisions based upon the interpretation and analysis of data and information.

To achieve this, a data analysis of police department workload, staffing and deployment will be conducted. By objectively looking at the availability of deployed hours and comparing those to the hours necessary to conduct operations, staffing expansion and/or reductions can be determined and projected. Additionally the time necessary to conduct proactive police activities (such as team-led enforcement, directed patrol, community policing and selected traffic enforcement) will be reviewed to provide the city with a meaningful methodology to determine appropriate costing allocation models.

### **Workload vs. deployment analysis sample**

This is one of the ways we show the amount of available, non-committed patrol time compared to workload. As you can see we break out the various activities, convert them to time and then compare to available manpower. The deployment is based upon actual hours worked.

So in this example, at noon there are approximately 9 hours of work (including citizen initiated & officer initiated calls for services, including traffic) and administrative activities (meals, vehicle, reports, etc.). There are approximately 15 man hours of available resources meaning that at that hour, on average, of the 15 officers on duty 9 are busy on activities.

The area shown in green and brown is uncommitted time. This is the area where staffing decisions impact – it becomes a policy issue as to how much uncommitted time a city wants, and is willing to pay for.

Figure 7: Deployment and Main Workload, Weekdays, Summer

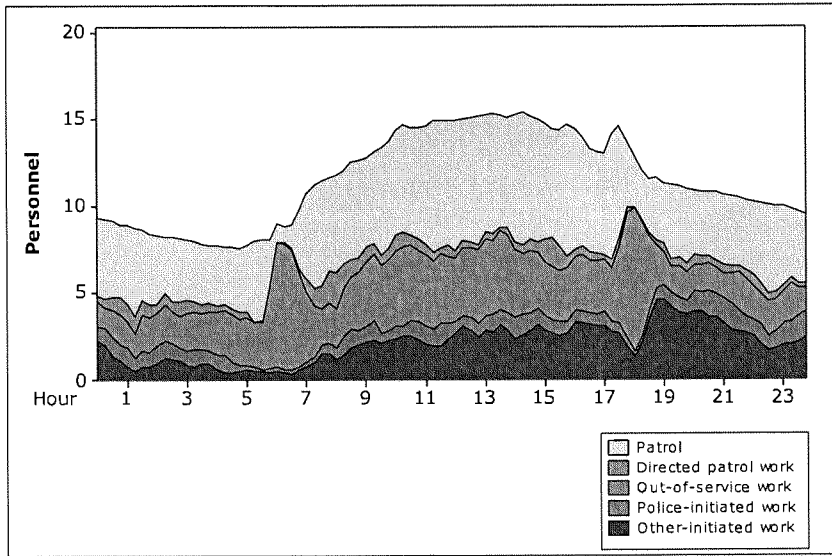
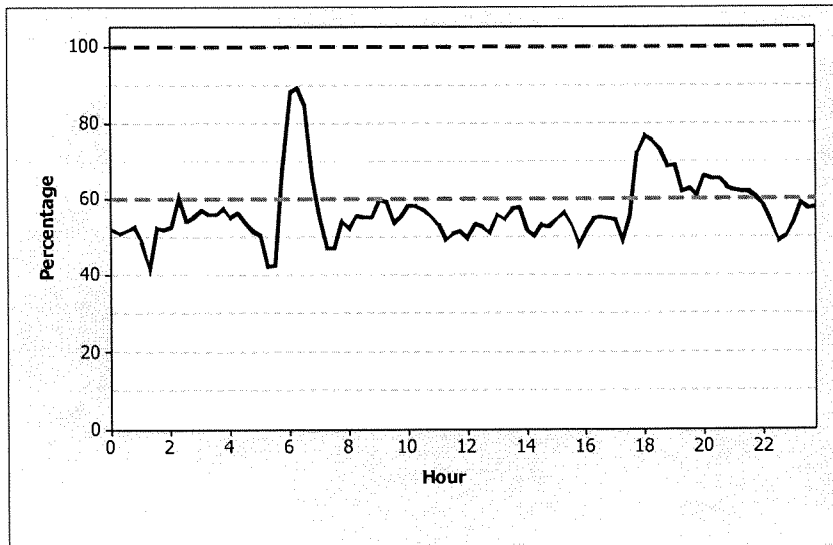


Figure 8: Workload Percentage by Hour, Weekdays, Summer



**Workload vs. Deployment – Weekdays, Summer**

Avg. Workload:	6.5 officers per hour
Avg. % Deployed (SI):	57 percent
Peak SI:	89 percent
Peak SI Time:	6:15 a.m.

The CPSM study will result in the calculation of service demands placed on the department, workload levels, service times for calls for service, and response times. This information is developed by first extracting data from the departments CAD system. The extracted information is then processed and workload is calculated. This workload is then compared to deployment levels. The product of this analysis is the variance between service demands and available personnel, and appropriate recommendations made for staffing levels and an optimal deployment schedule to meet these service demands. This permits exploration of the following questions:

- What are the service demands made by the public as measured through the CAD system?
- What is the workload?
- Based on this workload is the alignment of Districts and Divisions appropriate?
- Based on the workload is the shift schedule aligned appropriately and what alternatives to the current shift plan are most efficient?
- How many police officers and supervisors are need to staff the patrol function in order to meet the workload demands placed on the agency?
- How long does it take to respond to calls for service (both response time and total time) and what ways are there to reduce these times?
- How many officers are assigned to each call and what are the ways to minimize these assignments?
- What categories of call, and in what frequency, does the agency handle and what measures can be adopted to minimize unnecessary responses?
- How much time is spent on administrative duties?
- How much time is spent on directed patrol activities and specialized enforcement?

The study will determine the gaps in patrol coverage and recommendations for modifying temporal and spatial deployment. With the appropriate "best fit" of patrol coverage identified, a determination can be made about the exact number of officers required to meet service demands, and in what shift/district/division combinations to maximize resources.

In addition to the analysis of patrol operations from the CAD system and workload, the CPSM study will focus on the qualitative aspects of patrol. The study will observe officers on patrol through ride-alongs, interviews, and general observations. We will amass all available documents, plans, and data available to understand the patrol approach in the department. We will observe the special operations teams, the problem/nuisance unit, etc. to evaluate their role within the overall mission of the department and patrol operations. We will evaluate the performance of the units, identify improvement opportunities, and justify and recommend appropriate staffing levels

The CPSM study will also evaluate the implementation of technology on patrol, weapons available, and equipment used with opportunities for improvement.

CPSM advocates community policing as its operational philosophy. The CPSM study would evaluate the implementation of community policing, in quantifiable and anecdotal terms, and identify improvement opportunities where appropriate.

Similarly, the CPSM study would evaluate the relationship of patrol operations with the rest of the department. To what extent does this bureau work, coordinate, and communicate with the other operational and support functions of the department? How should it? What are the strategic, management, and planning functions of the department with regards to the patrol function and how does patrol operations respond to the mission of the organization? How are crime, traffic, disorder, and quality of life problems handled?

### III. Investigations

The CPSM study will assess investigations – both reactive and proactive. The CPSM team will explore the following questions:

- Staffing – Are there sufficient investigators available to handle the workload?
- Workload – What is the workload; how many cases do investigators handle; is the specialization appropriate?
- Case management – Is there an effective case management system in place?
- Effectiveness & Efficiency – How much time does it take to investigate cases? Are victims kept informed? Are cases cleared and offenders held accountable? How much overtime is spent?
- Intelligence – How is intelligence gathered and disseminated (inside and outside the department)? Does the investigations function make use of intelligence?
- Civilianization opportunities – What are the potential areas for civilianization?
- Technological opportunities – Is technology being leveraged to improve investigations?
- Crime scene – Are crime scenes being processed efficiently, and are appropriate follow-up investigations being conducted?
- Proactive Investigations – the same approach and inquires found in sections above are applied to each specialized investigative unit in the department.
  - Narcotics
  - Violent Offenders
  - Warrants and Fugitives
  - Bombings and Arson
  - Fraud/Cyber crimes
  - All other specialized investigations units

CPSM will essentially evaluate each investigative unit operating in the agency. This evaluation will make an assessment of the performance of the unit, how the unit operates within the overall mission of the department, compare operations to best practices in law enforcement, identify improvement opportunities, and identify appropriate staffing levels.

### IV. Administration and Support

Once again, CPSM will evaluate every administrative and support unit in the police department. This evaluation will involve:

- Staffing;
- Workload;
- Civilianization possibilities;
- Cost saving opportunities;
- Out-sourcing opportunities;

Best practice comparisons and opportunities for improvement.

The CPSM team has subject matter experts in police management and administration and will explore administration and support activities in the area of professional standards (Internal investigations, hiring and recruitment, disciplinary system, promotional system), training (both academy and in-service), records management, evaluating the critical, frequent, and high liability policies, facility, fleet, equipment, information technology, property management system, laboratory, planning and research, sick-time management, overtime, communications and dispatch, etc.

In general, we look at every unit identified as a discrete operational/support entity for the following:

- Describe the functions of the unit;
- Evaluate the performance of the unit. In most cases this is a quantitative; evaluation, but in units not appropriate for quantification, a qualitative evaluation is provided;
- Identification of improvement opportunities
- An evaluation and justification, and recommendation for appropriate staffing levels.

#### **V. Organizational Culture**

During the operational evaluation described above, organizational “themes” emerge. What does the department “think” about providing police service to the community and how does this thinking align with the stated mission and department policies? How does the department interact with the community and internally with its own members? In general, what is the culture of the organization?

The culture of a police organization is a reflection of its members and the community it serves. Through focus groups, interviews, and observations, the CPSM team will evaluate operational readiness and need. This part of the CPSM study is critical to the overall success of the project as it provides a better understanding of the police department and how the workload, staffing, and community dynamics shape the mission, goals, operations, and needs of the organization. In addition, as an option, every member of the department can be given the opportunity to participate in an anonymous survey. This survey is designed to understand the culture of the department, assess internal and external communications, and determine what it “thinks” about various elements of organizational life.

#### **VI. Organizational Structure and Administration**

Based on the above, we are able to analyze current management structure and practice and make recommendations to improve organizational administration. The product of this analysis is a proposed staffing mode. The product of this analysis also generally ends up with a leaner, flatter, and more efficient organizational design.

#### **VII. Performance Management**

The overarching philosophy of the CPSM approach is to evaluate the police department in terms of performance management. Identifying workload, staffing, and best practices is just the beginning. It is also important to assess the organization’s ability to carry out its mission. Essentially, does the police department know its goals, and how does it know they are being met. It is very difficult for an organization to succeed at any given level of staffing unless it has a clear picture of success. How does the department “think” about its mission, how does it identify and measure what’s important to the community, how does it communicate internally and externally, how does it hold managers accountable, and how does it know the job is getting done? The CPSM team will evaluate the department and make recommendations to assist with improving capacity in this area, if necessary. In addition, CPSM can offer performance management training and mentoring services to support organizational success.

# PROPOSED FEES

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The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

CPSM will conduct the analysis of the police department for \$59,500 exclusive of travel. The project would be billed in three installments: 40% upon signing the contract; 40% with delivery of the police draft data analysis; 20% with delivery of the draft final report. Following delivery of the draft reports, the city will have 30 days to provide comments as to accuracy and a final report will be delivered within 30 days of the comment period.

Travel expenses will be billed as incurred as actual cost with no overhead or administrative fees.

**NOTE:** If the chief administrative officer is a member of ICMA the fee, exclusive of travel costs, will be reduced by 10% to \$53,550.

## **Deliverables**

Draft reports will be provided for department review in electronic format.

In order to be ecologically friendly, CPSM will deliver the final report in computer readable material either by email or CD or both. The final reports will incorporate the operational as well as data analysis. Should the municipality desire additional copies of the report, CPSM will produce and deliver whatever number of copies the client request and will invoice the client at cost.

Should the local government desire additional support or in-person presentation of findings, CPSM will assign staff for such meetings at a cost of \$2,500 per day/per person along with reimbursement of travel expenses.

# CONCLUSION

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Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, Center for Public Safety Management, LLC acts as a trusted advisor, assisting local governments in an objective manner. In particular, CPSM's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes CPSM a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.

# PAST & CURRENT ENGAGEMENTS

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LOCALITY	STATE	PROJECT
Kenai	AK	Comprehensive Analysis of Fire Services
Anniston	AL	Comprehensive Analysis of Police Services
Auburn	AL	Comprehensive Analysis of Fire Services
Auburn	AL	Comprehensive Analysis of Police Services
Dothan	AL	Comprehensive Analysis of Police Services
Casa Grande	AZ	Comprehensive Analysis of Police Services
Florence	AZ	Comprehensive Analysis of Police Services
Lake Havasu	AZ	Comprehensive Analysis of Police Services
Lake Havasu	AZ	Comprehensive Analysis of Fire Services
Pinal County	AZ	Comprehensive Analysis of Sheriff's Office
Prescott	AZ	Comprehensive Analysis of Fire Services
Prescott	AZ	Comprehensive Analysis of Police Services
Queen Creek	AZ	Police Strategic Plan
Queen Creek	AZ	Comprehensive Analysis of Fire Services
Scottsdale	AZ	Comprehensive Analysis of Police Services
Tucson	AZ	Comprehensive Analysis of Police Services
Youngtown	AZ	Comprehensive Analysis of Police Services
Alameda	CA	Comprehensive Analysis of Police Services
Burbank	CA	Analysis of Investigations Workload / Staffing
Buda	CA	Police Workload & Deployment Analysis
Carlsbad	CA	Comprehensive Analysis of Police Services
El Centro	CA	Comprehensive Analysis of Police Services
Hermosa Beach	CA	Comprehensive Analysis of Fire services
Hermosa Beach	CA	Comprehensive Analysis of Police Services
Palm Desert	CA	Comprehensive Analysis of Fire Services
Palo Alto	CA	Comprehensive Analysis of Fire Services
Laguna Beach	CA	Analysis of Sheriff's Office Service
Morgan Hill	CA	Comprehensive Analysis of Fire Services
Morgan Hill	CA	Comprehensive Analysis of Police Services
San Jose	CA	SWOT Analysis of Police and Fire Services
San Mateo Co.	CA	Dispatch Operations Review



Santa Ana	CA	Comprehensive Analysis of Police Services
Santa Clara	CA	Comprehensive Analysis of Police Services
Santa Monica	CA	Police Chief Selection
Sonoma County	CA	Performance Measurement Analysis
Stockton	CA	Comprehensive Analysis of Police Services
Stockton	CA	Comprehensive Analysis of Fire Services
Yuba City	CA	Comprehensive Analysis of Fire Services
Yuba City	CA	Comprehensive Analysis of Police Services
Federal Heights	CO	Comprehensive Analysis of Police Services
Federal Heights	CO	Comprehensive Analysis of Fire Services
Littleton	CO	Comprehensive Analysis of Fire Services
Steamboat Springs	CO	Comprehensive Analysis of Fire Services
Dover	DE	Comprehensive Analysis of Fire Services
Dover	DE	Comprehensive Analysis of Police Services
Cheshire	CT	Police Management Review
Southington	CT	Comprehensive Analysis of Fire Services
Dover	CT	Comprehensive Analysis of Police Department
Dover	CT	Comprehensive Analysis of Fire Services
Alachua	FL	Expert Witness Law Enforcement Issues
BCCMA	FL	Analysis of Sheriff's Contract Services
Citrus County	FL	Comprehensive Analysis of Fire Services
Delray Beach	FL	Comprehensive Analysis of Police Services
Delray Beach	FL	Comprehensive Analysis of Fire Services
Dunedin	FL	Police Consolidation Review
Hollywood	FL	Police Internal Affairs Review
Indian River Shores	FL	Public Safety Staffing Analysis
Indian River Shores	FL	Public Safety Study
Jacksonville Beach	FL	Police Chief Selection
Jupiter	FL	Police and Fire Analysis
Jupiter Island	FL	Public Safety Consolidation
Kenneth	FL	Comprehensive Analysis of Police Services
Miami Beach	FL	Comprehensive analysis of Fire Services
North Port	FL	Comprehensive Analysis of Police Services
Pasco County	FL	Comprehensive analysis of Fire Services

Pompano Beach	FL	Comprehensive Analysis of Police Services
Venice	FL	Comprehensive Analysis of Fire Services
Camden County	GA	Comprehensive Analysis of Fire Services
Camden County	GA	Police Consolidation Study
Garden City	GA	Preliminary Analysis Public Safety Merger
Sandy Springs	GA	Comprehensive Analysis of Police Department
Johns Creek	GA	Analysis of Fire Services
Boone	IA	Public Safety Consolidation
Hayden	ID	Comprehensive Analysis of Police Services
Jerome	ID	Analysis of Police Services
Glenview	IL	Comprehensive Analysis of Police & Fire Services
Glenview	IL	Comprehensive Analysis of Police Services
Glenview	IL	Dispatch Operations Review
Highland	IL	Comprehensive Analysis of Fire Services
Highland Park	IL	Comprehensive Analysis of Fire Consolidation
Highwood	IL	Comprehensive Analysis of Fire Consolidation
Lake Bluff	IL	Analysis of Fire Consolidation
Lake Forest	IL	Analysis of Fire Consolidation
Lake Zurich	IL	Comprehensive Analysis of fire services
Naperville	IL	Police Department Staffing & Deployment Analysis
Western Springs	IL	Comprehensive Analysis of Police Services
Indianapolis	IN	Analysis of Police Workload & Deployment Services
Plainfield	IN	Comprehensive Analysis of Police Services
Topeka	KS	Preliminary review of Fire Department
Northborough	MA	Comprehensive Analysis of Police Services
Northborough	MA	Comprehensive Analysis of Fire Services
Algonquin	MD	Performance Measurement Study
Annapolis	MD	Comprehensive Analysis of Police Services
Ocean City	MD	Dispatch Operations Review
Ann Arbor	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Police Services
Benton Harbor	MI	Public Safety Consolidation
Chesterfield Twp.	MI	Comprehensive Analysis of Police Services
Delta Township	MI	Comprehensive Analysis of Police Services

Delta Township	MI	Comprehensive Analysis of Fire Services
Detroit Public Schools	MI	Police Department Review
Douglas	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive Analysis of Fire Services
Flint	MI	Comprehensive Analysis of Police Services
Grand Rapids	MI	Comprehensive Analysis of Police Services
Grand Rapids	MI	Comprehensive Analysis of Fire Services
Grand Traverse Rural Fire District	MI	Comprehensive Analysis of Fire Services
Green Lake	MI	Comprehensive Analysis of Fire Services
Grosse Pointe	MI	Public Safety Consolidation
Grosse Pointe Park	MI	Public Safety Consolidation
Hamtramck	MI	Comprehensive Analysis of Police Services
Kentwood	MI	Comprehensive Analysis of Police & Fire Services
Lake Bluff	MI	Comprehensive Analysis of Fire Services
Lake Bluff	MI	Fire Workload Analysis
Mott Community College	MI	Comprehensive Analysis of Public Safety Services
Novi	MI	Comprehensive Analysis of Police Services
Novi	MI	Comprehensive analysis of Fire Services
Oshtemo Township	MI	Police Workload / Contract for Services Analysis
Petoskey	MI	Public Safety Consolidation
Plymouth	MI	Fire Services Consolidation
Royal Oak	MI	Public Safety Consolidation
Saginaw	MI	Comprehensive Analysis of Police Services
Saginaw	MI	Comprehensive Analysis of Fire Services
So. Kalamazoo Fire Auth.	MI	Financial Analysis of Fire Authority
St. Joseph	MI	Public Safety Consolidation
Sturgis	MI	Public Safety Analysis
Mott College	MI	Comprehensive Analysis of Police Services
Troy	MI	Comprehensive Analysis of Police Services
Troy	MI	Review of Fire Administration and Inspections
Wyoming	MI	Comprehensive Analysis of Police Services 2012

Wyoming	MI	Comprehensive Analysis of Fire Services 2012
Wyoming	MI	Comprehensive Analysis of Police Services 2009
Wyoming	MI	Comprehensive Analysis of Fire Services 2009
Kentwood	MI	Analysis of Police Services Consolidation
Kentwood	MI	Analysis of Fire Services Consolidation
Mankato	MN	Public Safety Study
Moorhead	MN	Comprehensive Analysis of Fire Services
St. Cloud	MN	Police Strategic Planning Review
St. Cloud	MN	Comprehensive Analysis of Police Services
St. Louis	MO	Comprehensive Analysis of Fire Services
St. Louis	MO	Comprehensive Analysis of Police Services
St. Louis	MO	Standard of Response Cover and risk assessment
Bald Head Island	NC	Public Safety Consolidation
Chapel Hill	NC	Comprehensive Analysis of police services
Davidson	NC	Fire Consolidation Study
Greenville	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Police Services
Rocky Mount	NC	AED Grant assistance
Rocky Mount	NC	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Fire Services
South Sioux City	NE	Fire Services Strategic Plan
East Brunswick	NJ	EMS Study
Oradell	NJ	Comprehensive Analysis of Police Services
Paterson	NJ	Comprehensive Analysis of Police Services
South Orange	NJ	Comprehensive Analysis of Police Services
Westwood	NJ	Comprehensive Analysis of Police Services
Ruidoso	NM	Comprehensive Analysis of Police Services
Bernalillo	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Police Services
Las Cruces	NM	Comprehensive Analysis of Fire Services
Boulder City	NV	Police Organizational Study
Henderson	NV	Comprehensive Analysis of Police Services
Las Vegas	NV	Comprehensive Analysis of Fire Services

North Las Vegas	NV	Fire Workload Analysis
Garden City	NY	Comprehensive Analysis of Fire Services
Long Beach	NY	Comprehensive Analysis of Fire and EMS services
North Castle	NY	Comprehensive Analysis of Police Services
Oneonta	NY	Comprehensive Analysis of Fire and EMS services
Oneonta	NY	Fire Apparatus Review
Orchard Park	NY	Comprehensive Analysis of Police Services
Ossining	NY	Comprehensive Analysis of Police Services
Rye	NY	Police Chief Selection
Watertown	NY	Comprehensive Analysis of Fire Services
Cincinnati	OH	Police Dispatch Review
Huron	OH	Comprehensive Analysis of Police Services
Huron	OH	Comprehensive Analysis of Fire Services
Independence	OH	Comprehensive Analysis of Police Services
Independence	OH	Comprehensive Analysis of Fire Services
Sandusky	OH	Comprehensive Analysis of Police Services
Dayton	OH	Police Internal Affairs Review
Broken Arrow	OK	Comprehensive Analysis of Police Services
Broken Arrow	OK	Comprehensive Analysis of Fire Services
Edmond	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Fire Services
Jenks	OK	Comprehensive Analysis of Police Services
Muskogee	OK	Comprehensive Analysis of Police Services
Tulsa	OK	Comprehensive Analysis of Fire Services
Bend	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Comprehensive Analysis of Fire Services
Grants Pass	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Public Safety Strategic Plan Development
Ontario	OR	Comprehensive Analysis of Police Services
Ontario	OR	Comprehensive Analysis of Fire Services
Cumru Township	PA	Police Chief Selection
Cumru Township	PA	Comprehensive Analysis of Police Services
Ephrata	PA	Comprehensive Analysis of Police Services
Farrell	PA	Comprehensive Analysis of Police Services

Lower Windsor Twp.	PA	Comprehensive Analysis of Police Services
Tredyffrin Township	PA	Comprehensive Analysis of Police Services
Jamestown	PA	Comprehensive Analysis of Police Services
Mannheim Twp.	PA	Comprehensive Analysis of Police Services
East Providence	RI	Comprehensive Analysis of Fire Services
East Providence	RI	Expert Witness Fire Issues
Beaufort	SC	Comprehensive Analysis of Fire Services
Beaufort	SC	Comprehensive Analysis of Police Services
Walterboro	SC	Comprehensive Analysis of Public Safety Dept.
Germantown	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Police Services
Baytown	TX	EMS Study
Belton	TX	Comprehensive Analysis of Police Services
Belton	TX	Comprehensive Analysis of Fire Services
Belton	TX	Police Chief Selection
Belton	TX	Fire Chief Selection
Buda	TX	Police Workload Analysis
Cedar Park	TX	Comprehensive Analysis of Police Services
Conroe	TX	Fire Services Analysis and Standard of Response
Frisco	TX	Comprehensive Analysis of Fire Services
Highland Village	TX	Fire Review
Lucas	TX	Fire and EMS Analysis
Prosper	TX	Comprehensive Analysis of Police Services
Round Rock	TX	Comprehensive Analysis of Fire Services
Sugar Land	TX	Fire Overtime Analysis
Victoria	TX	Comprehensive Analysis of Police Services
Washington City	UT	Comprehensive Public Safety Analysis
Hampton	VA	Police Chief Selection
Loudoun County	VA	Comprehensive Analysis of Sheriff Services



Loudoun County	VA	Comprehensive Analysis of Fire Services
Lacey	WA	Comprehensive Analysis of Fire Services
Snoqualmie	WA	Police Workload Analysis
Spokane Valley	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Police Chief Selection
Dunn County	WI	Comprehensive Analysis of Sheriff Department
Wauwatosa	WI	Comprehensive Analysis of Police Services
Wauwatosa	WI	Comprehensive Analysis of Fire Services
Jackson Hole	WY	Police Consolidation Review
Laramie	WY	Comprehensive Analysis of Police Services
Teton County	WY	Police Consolidation Review
Leduc, Canada	AB	Comprehensive Analysis of Fire Services.
Leduc County	AB	Fire Consolidation Plan

RESOLUTION NO. 17-47

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH THE CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC (CPSM) FOR PROFESSIONAL SERVICES FOR AN INDEPENDENT COMPREHENSIVE ANALYSIS OF CASPER POLICE DEPARTMENT SERVICES.

WHEREAS, the City of Casper desires to enter into a professional services agreement with CPSM for an independent comprehensive analysis of Casper Police Department Services; and,

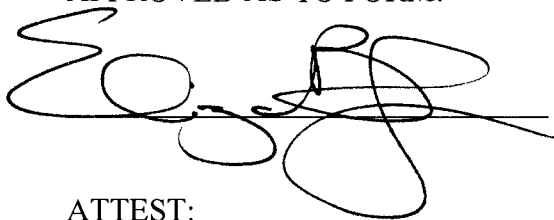
WHEREAS, CPSM is able and willing to provide these services.

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 professional services agreement with CPSM, to provide professional services to perform an independent comprehensive analysis of Casper Police Department Services.

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 Sixty Three Thousand Five Hundred Fifty Dollars (\$63,550).

PASSED, APPROVED, AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor



March 27, 2017

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



**FROM:** Liz Becher, Community Development Director / Assistant City Manager  
Shelley LeClere, Code Enforcement Supervisor

**SUBJECT:** Approve Contracts for the Abatement of Weeds and Litter

**Meeting Type & Date:** Regular Council Meeting – April 18, 2017

**Action Type:** Resolution

**Recommendation:** That Council, by resolution, authorize one-year contracts with AAA Landscaping, Double J's Mow n Snow, HoleShot Lawn Care Service LLC, and Two Brothers Lawn Service LLC for weed/grass cutting and removal and litter/trash removal within the City of Casper, commencing May 1, 2017, and continuing through April 30, 2018.

**Summary:** On March 5, 2017 and March 12, 2017, the City's Code Enforcement Division publicly advertised Request for Bids for weed/grass cutting and removal and litter/trash removal.

The City is in receipt of four (4) bids from local contractors for the desired services. Due to the fact that Code Enforcement jobs need to be assigned out for abatement and because the above referenced companies have other clients, it is important that the City have four (4) contractors to fall back on. Therefore, staff recommends the bid be awarded for weed/grass cutting and removal and litter/trash removal to all four (4) contractors. Often times, a contractor cannot take a particular job due to commitments they have with other clients at that time. Therefore, we will then assign that job to one of the other contractors that has the available manpower to ensure that the job is completed. In other words, we strive to distribute work to each contractor on a rotating schedule based on their workload, manpower and the deadline for each project. This process has proved effective in ensuring that our job assignments are completed in an efficient and timely manner. The four contractors and their fees are as follows:

**AAA Landscaping**

1. Individual platted lots or areas of 2,500 square feet or less shall be **\$0.05** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.018** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.0150** per square foot.
4. Litter and trash removal shall be **\$40.00** per cubic yard to remove, transport, and dispose of legally.

- a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
- b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

#### **Double J's Mow n Snow**

1. Individual lots of 2,500 square feet or less shall be **\$0.0357** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.025** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.023** per square foot.
4. Litter and trash removal shall be **\$50.00**, per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

#### **HoleShot Lawn Care Service LLC**

1. Individual lots of 2,500 square feet or less shall be **\$0.03** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.025** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.035** per square foot.
4. Litter and trash removal shall be **\$45.00** per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

#### **Two Brothers Lawn Service LLC**

1. Individual lots of 2,500 square feet or less shall be **\$0.017** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.027** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.035** per square foot.

4. Litter and trash removal shall be **\$60.00** per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

Based on the above, staff has determined that all four (4) contractors (i.e., AAA Landscaping, Double J's Mow n Snow, HoleShot Lawn Care Service LLC, and Two Brothers Lawn Service LLC) should be awarded a one-year contract for weed/grass cutting and removal and litter/trash removal within the City of Casper.

**Financial Considerations:** Funding for the abatement of weeds and litter is budgeted from the FY2017/2018 General Fund Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed through GEMS for the services provided. The billing is monitored through the Finance Department and sent to collections as per City policies and procedures.

**Oversight/Project Responsibility:** Community Development Department, Code Enforcement Division – Shelley LeClere, Code Enforcement Supervisor; Kelly Shanley, Permit Technician.

**Attachments:** AAA Landscaping Contract for Professional Services  
Resolution for AAA Landscaping  
Double J's Mow n Snow Contract for Professional Services  
Resolution for Double J's Mow n Snow  
Holeshot Lawn Care Service LLC Contract for Professional Services  
Resolution for Holeshot Lawn Care Service LLC  
Two Brothers Lawn Service LLC Contract for Professional Services  
Resolution for Two Brothers Lawn Service LLC

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of April 2017 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. AAA Landscaping, P.O. Box 50454, 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 hiring a Contractor to provide weed mowing and litter abatement services.
- B. The project requires professional services for weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.
- C. The Contractor represents that it is ready, willing, and able to provide professional services to the City on lots, streets, alleys, or other land 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. The Community Development Director or her designee shall designate, in writing, those lots upon which Contractor shall cut weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site

and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City areas, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials or condition of the lot to the Community Development Director or her designee.

2. TIME OF PERFORMANCE:

The services to be provided by the Contractor shall commence on **May 1, 2017**, and terminate on **April 30, 2018**, unless otherwise provided in this contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be **\$ .05** per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be **\$ .018** per square foot.
- C. Lots greater than 5,000 square feet shall be **\$ .0150** per square foot.
- D. Litter and trash removal shall be **\$40.00** per cubic yard to remove, transport, and dispose of legally.

**No charge shall be less than \$25.00.**

Contractor's rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Contractor's personnel engaged directly on the project, plus the cost of customary and statutory benefits including, but not limited to, Social Security

contributions, unemployment, excise and payroll taxes, Workers' Compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

In addition, the qualified individual or company contracted through this contract may be asked on an as needed basis throughout the contract year for separate bids to address cleanup projects that involve weeds and litter.

Allowances for terrain, height of weeds or grass, access to the site, or any other conditions that may affect the costs of performing the work described above must be calculated into the bid. Said bid due date to be determined by the City of Casper Community Development Department on a case-by-case basis. Said bids should be submitted as agreed upon between the City and the Contractor no later than the due date set for a particular project.

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, representations, 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

*Walker Tremblay*  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS

CONTRACTOR  
AAA Landscaping

By: \_\_\_\_\_

By: *Anthony B. Garcia*  
\_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: *Anthony B Garcia*

Title: \_\_\_\_\_

Title: *Owner*  
\_\_\_\_\_

## **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:

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:

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:

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. EQUAL EMPLOYMENT OPPORTUNITY:

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 insure 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:

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:

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:

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:

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:

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:

A. **Prior to the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.**

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement

that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

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

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

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:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

**RESOLUTION NO. 17-48**

A RESOLUTION AUTHORIZING A CONTRACT WITH AAA LANDSCAPING FOR WEED/GRASS CUTTING AND REMOVAL AND LITTER/TRASH REMOVAL.

WHEREAS, the City of Casper desires to contract with AAA Landscaping for weed/grass cutting and removal and litter/trash removal; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,


WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 AAA Landscaping for weed/grass cutting and removal and litter/trash removal, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of April, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

March 27, 2017

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



**FROM:** Liz Becher, Community Development Director / Assistant City Manager  
Shelley LeClere, Code Enforcement Supervisor

**SUBJECT:** Approve Contracts for the Abatement of Weeds and Litter

**Meeting Type & Date:** Regular Council Meeting – April 18, 2017

**Action Type:** Resolution

**Recommendation:** That Council, by resolution, authorize one-year contracts with AAA Landscaping, Double J's Mow n Snow, HoleShot Lawn Care Service LLC, and Two Brothers Lawn Service LLC for weed/grass cutting and removal and litter/trash removal within the City of Casper, commencing May 1, 2017, and continuing through April 30, 2018.

**Summary:** On March 5, 2017 and March 12, 2017, the City's Code Enforcement Division publicly advertised Request for Bids for weed/grass cutting and removal and litter/trash removal.

The City is in receipt of four (4) bids from local contractors for the desired services. Due to the fact that Code Enforcement jobs need to be assigned out for abatement and because the above referenced companies have other clients, it is important that the City have four (4) contractors to fall back on. Therefore, staff recommends the bid be awarded for weed/grass cutting and removal and litter/trash removal to all four (4) contractors. Often times, a contractor cannot take a particular job due to commitments they have with other clients at that time. Therefore, we will then assign that job to one of the other contractors that has the available manpower to ensure that the job is completed. In other words, we strive to distribute work to each contractor on a rotating schedule based on their workload, manpower and the deadline for each project. This process has proved effective in ensuring that our job assignments are completed in an efficient and timely manner. The four contractors and their fees are as follows:

**AAA Landscaping**

1. Individual platted lots or areas of 2,500 square feet or less shall be **\$0.05** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.018** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.0150** per square foot.
4. Litter and trash removal shall be **\$40.00** per cubic yard to remove, transport, and dispose of legally.

- a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
- b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

#### **Double J's Mow n Snow**

1. Individual lots of 2,500 square feet or less shall be **\$0.0357** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.025** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.023** per square foot.
4. Litter and trash removal shall be **\$50.00**, per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

#### **HoleShot Lawn Care Service LLC**

1. Individual lots of 2,500 square feet or less shall be **\$0.03** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.025** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.035** per square foot.
4. Litter and trash removal shall be **\$45.00** per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

#### **Two Brothers Lawn Service LLC**

1. Individual lots of 2,500 square feet or less shall be **\$0.017** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.027** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.035** per square foot.



4. Litter and trash removal shall be **\$60.00** per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

Based on the above, staff has determined that all four (4) contractors (i.e., AAA Landscaping, Double J's Mow n Snow, HoleShot Lawn Care Service LLC, and Two Brothers Lawn Service LLC) should be awarded a one-year contract for weed/grass cutting and removal and litter/trash removal within the City of Casper.

**Financial Considerations:** Funding for the abatement of weeds and litter is budgeted from the FY2017/2018 General Fund Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed through GEMS for the services provided. The billing is monitored through the Finance Department and sent to collections as per City policies and procedures.

**Oversight/Project Responsibility:** Community Development Department, Code Enforcement Division – Shelley LeClere, Code Enforcement Supervisor; Kelly Shanley, Permit Technician.

**Attachments:** AAA Landscaping Contract for Professional Services  
Resolution for AAA Landscaping  
Double J's Mow n Snow Contract for Professional Services  
Resolution for Double J's Mow n Snow  
Holeshot Lawn Care Service LLC Contract for Professional Services  
Resolution for Holeshot Lawn Care Service LLC  
Two Brothers Lawn Service LLC Contract for Professional Services  
Resolution for Two Brothers Lawn Service LLC

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of April 2017 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. Double J’s Mow n Snow, 113 S Kenwood, Casper, Wyoming 82601 (“Contractor”).

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

#### RECITALS

- A. The City is undertaking hiring a Contractor to provide weed mowing and litter abatement services.
- B. The project requires professional services for weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.
- C. The Contractor represents that it is ready, willing, and able to provide professional services to the City on lots, streets, alleys, or other land 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. The Community Development Director or her designee shall designate, in writing, those lots upon which Contractor shall cut weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site

and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City areas, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials or condition of the lot to the Community Development Director or her designee.

2. TIME OF PERFORMANCE:

The services to be provided by the Contractor shall commence on **May 1, 2017**, and terminate on **April 30, 2018**, unless otherwise provided in this contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be \$ .0357 per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be \$ .025 per square foot.
- C. Lots greater than 5,000 square feet shall be \$ .023 per square foot.
- D. Litter and trash removal shall be \$50.00 per cubic yard to remove, transport, and dispose of legally.

**No charge shall be less than \$25.00.**

Contractor's rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Contractor's personnel engaged directly on the project, plus the cost of customary and statutory benefits including, but not limited to, Social Security

contributions, unemployment, excise and payroll taxes, Workers' Compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

In addition, the qualified individual or company contracted through this contract may be asked on an as needed basis throughout the contract year for separate bids to address cleanup projects that involve weeds and litter.

Allowances for terrain, height of weeds or grass, access to the site, or any other conditions that may affect the costs of performing the work described above must be calculated into the bid. Said bid due date to be determined by the City of Casper Community Development Department on a case-by-case basis. Said bids should be submitted as agreed upon between the City and the Contractor no later than the due date set for a particular project.

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, representations, 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

Walker Trends

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS

CONTRACTOR  
Double J's Mow n Snow

By: \_\_\_\_\_

By: [Signature]

Printed Name: \_\_\_\_\_

Printed Name: Jeremy Toribio

Title: \_\_\_\_\_

Title: Owner

## **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:

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:

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:

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. EQUAL EMPLOYMENT OPPORTUNITY:

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 insure 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:

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:

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:

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:

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:

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:

A. **Prior to the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.**

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of Wyoming with Statutory Limits.



4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement

that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

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

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

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:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

**RESOLUTION NO. 17-49**

A RESOLUTION AUTHORIZING A CONTRACT WITH DOUBLE J'S MOW N SNOW FOR WEED/GRASS CUTTING AND REMOVAL AND LITTER/TRASH REMOVAL.

WHEREAS, the City of Casper desires to contract with Double J's Mow n Snow for weed/grass cutting and removal and litter/trash removal; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

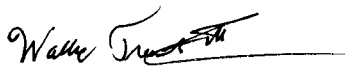
WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 Double J's Mow n Snow for weed/grass cutting and removal and litter/trash removal, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of April, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

March 27, 2017

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



**FROM:** Liz Becher, Community Development Director / Assistant City Manager  
Shelley LeClere, Code Enforcement Supervisor

**SUBJECT:** Approve Contracts for the Abatement of Weeds and Litter

**Meeting Type & Date:** Regular Council Meeting – April 18, 2017

**Action Type:** Resolution

**Recommendation:** That Council, by resolution, authorize one-year contracts with AAA Landscaping, Double J's Mow n Snow, HoleShot Lawn Care Service LLC, and Two Brothers Lawn Service LLC for weed/grass cutting and removal and litter/trash removal within the City of Casper, commencing May 1, 2017, and continuing through April 30, 2018.

**Summary:** On March 5, 2017 and March 12, 2017, the City's Code Enforcement Division publicly advertised Request for Bids for weed/grass cutting and removal and litter/trash removal.

The City is in receipt of four (4) bids from local contractors for the desired services. Due to the fact that Code Enforcement jobs need to be assigned out for abatement and because the above referenced companies have other clients, it is important that the City have four (4) contractors to fall back on. Therefore, staff recommends the bid be awarded for weed/grass cutting and removal and litter/trash removal to all four (4) contractors. Often times, a contractor cannot take a particular job due to commitments they have with other clients at that time. Therefore, we will then assign that job to one of the other contractors that has the available manpower to ensure that the job is completed. In other words, we strive to distribute work to each contractor on a rotating schedule based on their workload, manpower and the deadline for each project. This process has proved effective in ensuring that our job assignments are completed in an efficient and timely manner. The four contractors and their fees are as follows:

**AAA Landscaping**

1. Individual platted lots or areas of 2,500 square feet or less shall be **\$0.05** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.018** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.0150** per square foot.
4. Litter and trash removal shall be **\$40.00** per cubic yard to remove, transport, and dispose of legally.

- a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
- b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

#### **Double J's Mow n Snow**

1. Individual lots of 2,500 square feet or less shall be **\$0.0357** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.025** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.023** per square foot.
4. Litter and trash removal shall be **\$50.00**, per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

#### **HoleShot Lawn Care Service LLC**

1. Individual lots of 2,500 square feet or less shall be **\$0.03** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.025** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.035** per square foot.
4. Litter and trash removal shall be **\$45.00** per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

#### **Two Brothers Lawn Service LLC**

1. Individual lots of 2,500 square feet or less shall be **\$0.017** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.027** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.035** per square foot.

4. Litter and trash removal shall be **\$60.00** per cubic yard, to remove, transport, and dispose of legally.
  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

Based on the above, staff has determined that all four (4) contractors (i.e., AAA Landscaping, Double J's Mow n Snow, HoleShot Lawn Care Service LLC, and Two Brothers Lawn Service LLC) should be awarded a one-year contract for weed/grass cutting and removal and litter/trash removal within the City of Casper.

**Financial Considerations:** Funding for the abatement of weeds and litter is budgeted from the FY2017/2018 General Fund Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed through GEMS for the services provided. The billing is monitored through the Finance Department and sent to collections as per City policies and procedures.

**Oversight/Project Responsibility:** Community Development Department, Code Enforcement Division – Shelley LeClere, Code Enforcement Supervisor; Kelly Shanley, Permit Technician.

**Attachments:** AAA Landscaping Contract for Professional Services  
Resolution for AAA Landscaping  
Double J's Mow n Snow Contract for Professional Services  
Resolution for Double J's Mow n Snow  
Holeshot Lawn Care Service LLC Contract for Professional Services  
Resolution for Holeshot Lawn Care Service LLC  
Two Brothers Lawn Service LLC Contract for Professional Services  
Resolution for Two Brothers Lawn Service LLC

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of April 2017 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. HoleShot Lawn Care Service LLC, P.O. Box 51875, Casper, Wyoming 82605 (“Contractor”).

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

#### RECITALS

- A. The City is undertaking hiring a Contractor to provide weed mowing and litter abatement services.
- B. The project requires professional services for weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.
- C. The Contractor represents that it is ready, willing, and able to provide professional services to the City on lots, streets, alleys, or other land 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. The Community Development Director or her designee shall designate, in writing, those lots upon which Contractor shall cut weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site



and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City areas, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials or condition of the lot to the Community Development Director or her designee.

2. TIME OF PERFORMANCE:

The services to be provided by the Contractor shall commence on **May 1, 2017**, and terminate on **April 30, 2018**, unless otherwise provided in this contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be **\$ .03** per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be **\$ .025** per square foot.
- C. Lots greater than 5,000 square feet shall be **\$ .035** per square foot.
- D. Litter and trash removal shall be **\$45.00** per cubic yard to remove, transport, and dispose of legally.

**No charge shall be less than \$25.00.**

Contractor's rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Contractor's personnel engaged directly on the project, plus the cost of customary and statutory benefits including, but not limited to, Social Security

contributions, unemployment, excise and payroll taxes, Workers' Compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

In addition, the qualified individual or company contracted through this contract may be asked on an as needed basis throughout the contract year for separate bids to address cleanup projects that involve weeds and litter.

Allowances for terrain, height of weeds or grass, access to the site, or any other conditions that may affect the costs of performing the work described above must be calculated into the bid. Said bid due date to be determined by the City of Casper Community Development Department on a case-by-case basis. Said bids should be submitted as agreed upon between the City and the Contractor no later than the due date set for a particular project.

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, representations, 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

Walter Trench

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS

CONTRACTOR  
HoleShot Lawn Care Service LLC

By: \_\_\_\_\_

By: Don Nielsen

Printed Name: \_\_\_\_\_

Printed Name: Don Nielsen

Title: \_\_\_\_\_

Title: Owner

## **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:

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:

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:

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. EQUAL EMPLOYMENT OPPORTUNITY:

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 insure 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:

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:

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:

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:

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:

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:

A. **Prior to the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.**

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement

that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

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

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

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:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

**RESOLUTION NO.17-50**

A RESOLUTION AUTHORIZING A CONTRACT WITH HOLESHOT LAWN CARE SERVICE LLC FOR WEED/GRASS CUTTING AND REMOVAL AND LITTER/TRASH REMOVAL.

WHEREAS, the City of Casper desires to contract with HoleShot Lawn Care Service LLC for weed/grass cutting and removal and litter/trash removal; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 HoleShot Lawn Care Service LLC for weed/grass cutting and removal and litter/trash removal, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of April, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

March 27, 2017

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



**FROM:** Liz Becher, Community Development Director / Assistant City Manager  
Shelley LeClere, Code Enforcement Supervisor

**SUBJECT:** Approve Contracts for the Abatement of Weeds and Litter

**Meeting Type & Date:** Regular Council Meeting – April 18, 2017

**Action Type:** Resolution

**Recommendation:** That Council, by resolution, authorize one-year contracts with AAA Landscaping, Double J's Mow n Snow, HoleShot Lawn Care Service LLC, and Two Brothers Lawn Service LLC for weed/grass cutting and removal and litter/trash removal within the City of Casper, commencing May 1, 2017, and continuing through April 30, 2018.

**Summary:** On March 5, 2017 and March 12, 2017, the City's Code Enforcement Division publicly advertised Request for Bids for weed/grass cutting and removal and litter/trash removal.

The City is in receipt of four (4) bids from local contractors for the desired services. Due to the fact that Code Enforcement jobs need to be assigned out for abatement and because the above referenced companies have other clients, it is important that the City have four (4) contractors to fall back on. Therefore, staff recommends the bid be awarded for weed/grass cutting and removal and litter/trash removal to all four (4) contractors. Often times, a contractor cannot take a particular job due to commitments they have with other clients at that time. Therefore, we will then assign that job to one of the other contractors that has the available manpower to ensure that the job is completed. In other words, we strive to distribute work to each contractor on a rotating schedule based on their workload, manpower and the deadline for each project. This process has proved effective in ensuring that our job assignments are completed in an efficient and timely manner. The four contractors and their fees are as follows:

**AAA Landscaping**

1. Individual platted lots or areas of 2,500 square feet or less shall be **\$0.05** per square foot.
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4. Litter and trash removal shall be **\$40.00** per cubic yard to remove, transport, and dispose of legally.

- a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
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  - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires and appliances.
  - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

Based on the above, staff has determined that all four (4) contractors (i.e., AAA Landscaping, Double J's Mow n Snow, HoleShot Lawn Care Service LLC, and Two Brothers Lawn Service LLC) should be awarded a one-year contract for weed/grass cutting and removal and litter/trash removal within the City of Casper.

**Financial Considerations:** Funding for the abatement of weeds and litter is budgeted from the FY2017/2018 General Fund Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed through GEMS for the services provided. The billing is monitored through the Finance Department and sent to collections as per City policies and procedures.

**Oversight/Project Responsibility:** Community Development Department, Code Enforcement Division – Shelley LeClere, Code Enforcement Supervisor; Kelly Shanley, Permit Technician.

**Attachments:** AAA Landscaping Contract for Professional Services  
Resolution for AAA Landscaping  
Double J's Mow n Snow Contract for Professional Services  
Resolution for Double J's Mow n Snow  
Holeshot Lawn Care Service LLC Contract for Professional Services  
Resolution for Holeshot Lawn Care Service LLC  
Two Brothers Lawn Service LLC Contract for Professional Services  
Resolution for Two Brothers Lawn Service LLC

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of April 2017 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. Two Brothers Lawn Service LLC, P.O. Box 51106, Casper, Wyoming 82605 ("Contractor").

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

### RECITALS

- A. The City is undertaking hiring a Contractor to provide weed mowing and litter abatement services.
- B. The project requires professional services for weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.
- C. The Contractor represents that it is ready, willing, and able to provide professional services to the City on lots, streets, alleys, or other land 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. The Community Development Director or her designee shall designate, in writing, those lots upon which Contractor shall cut weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site

and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City areas, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials or condition of the lot to the Community Development Director or her designee.

2. TIME OF PERFORMANCE:

The services to be provided by the Contractor shall commence on **May 1, 2017**, and terminate on **April 30, 2018**, unless otherwise provided in this contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be \$ .017 per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be \$ .027 per square foot.
- C. Lots greater than 5,000 square feet shall be \$ .035 per square foot.
- D. Litter and trash removal shall be \$60.00 per cubic yard to remove, transport, and dispose of legally.

**No charge shall be less than \$25.00.**

Contractor's rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Contractor's personnel engaged directly on the project, plus the cost of customary and statutory benefits including, but not limited to, Social Security

contributions, unemployment, excise and payroll taxes, Workers' Compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

In addition, the qualified individual or company contracted through this contract may be asked on an as needed basis throughout the contract year for separate bids to address cleanup projects that involve weeds and litter.

Allowances for terrain, height of weeds or grass, access to the site, or any other conditions that may affect the costs of performing the work described above must be calculated into the bid. Said bid due date to be determined by the City of Casper Community Development Department on a case-by-case basis. Said bids should be submitted as agreed upon between the City and the Contractor no later than the due date set for a particular project.

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, representations, 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 Tremblay

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS

CONTRACTOR  
Two Brothers Lawn Service LLC

By: \_\_\_\_\_

By: [Signature]

Printed Name: \_\_\_\_\_

Printed Name: STERLING JENNIFER

Title: \_\_\_\_\_

Title: OWNER

## **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:**

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:**

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:**

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. EQUAL EMPLOYMENT OPPORTUNITY:

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 insure 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:

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:

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:

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:

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:

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:

A. **Prior to the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.**

B. *Minimum Scope and limit of Insurance.*  
Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement

that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

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

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

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:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

**RESOLUTION NO. 17-51**

A RESOLUTION AUTHORIZING A CONTRACT WITH TWO BROTHERS LAWN SERVICE LLC FOR WEED/GRASS CUTTING AND REMOVAL AND LITTER/TRASH REMOVAL.

WHEREAS, the City of Casper desires to contract with Two Brothers Lawn Service LLC for weed/grass cutting and removal and litter/trash removal; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,


WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 Two Brothers Lawn Service LLC for weed/grass cutting and removal and litter/trash removal, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of April, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor



March 15, 2017

**MEMO TO:** V.H. McDonald, City Manager *eb*

**FROM:** Andrew Beamer, Public Services Director *AB*  
Dan Coryell, Parks Manager

**SUBJECT:** Authorizing Amendment No. 1 to the Lease Agreement with the Casper Soccer Club for Operation of the North Casper Soccer Complex Concessions Building and Amendment No. 1 to the Lease and Operation Agreement with the Casper Soccer Club for the North Casper Soccer Fields

**Meeting Type & Date:**

Regular Council Meeting  
04/18/2017

**Action Type:**

Resolution

**Recommendation:**

That Council, by resolution, authorize Amendment No. 1 to the Lease and Operation Agreement with the Casper Soccer Club for the operation of the North Casper Soccer Complex Concession Building, and, that Council, by resolution, authorize an Amendment No. 1 to the Lease Agreement with the Casper Soccer Club for the operation of the North Casper Soccer Complex.

**Summary:**

The Casper Soccer Club leases the North Casper Soccer Complex under two (2) separate agreements.

The first lease agreement is referred to as the "Lease Agreement" and allows the Casper Soccer Club to operate the fields of the North Casper Soccer Complex and its adjoining parking lots. This lease was signed on September 6, 2011 and will expire on December 31, 2021.

The concession stand for the North Casper Soccer Complex is leased separately. This second lease agreement, which is referred to as the "Lease and Operating Agreement," was signed on March 29, 2013. This agreement was set to expire at the end of 2013, but it included an extension clause that allowed for five (5) one-year extensions, changing the expiration date to December 31, 2018.

City staff is proposing to amend these agreements so that the two (2) leases will both end on December 31, 2021. The proposed amendments also clarify that the Casper Soccer Club will be responsible for minor repairs to the concession stand and for the utility expenses for the concession stand. Utilities and maintenance of the fields themselves will continue to be the responsibility of the City. Provisions have also been added to each agreement providing that if the agreement was to be terminated prematurely, then the other would end as well.

**Financial Consideration:**

No Financial Consideration

**Oversight/Project Responsibility:**

Dan Coryell, Parks Manager

**Attachments:**

Resolution

Amendment No. 1 of Lease and Operating Agreement

Amendment No. 1 of Lease Agreement

**AMENDMENT NO. 1 OF LEASE AND OPERATING AGREEMENT  
("AMENDMENT")  
NORTH CASPER SOCCER COMPLEX CONCESSIONS**

This Amendment to the Lease and Operating Agreement ("Amendment") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a municipal corporation, ("Lessor" or "City,") whose address is 200 North David Street, Casper, Wyoming 82601, and Casper Soccer Club, ("Lessee," or "Concessionaire,") whose address is P.O. Box 2101, Casper, Wyoming 82602-2101.

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

**RECITALS**

A. On September 6, 2011, the City and Concessionaire entered into a *Lease Agreement* for the right of leasing the property described as North Casper Soccer Complex, hereinafter referred to as the "Complex." This *Lease Agreement* expires December 31, 2021.

B. On March 29, 2013, the City and Concessionaire entered into a *Lease and Operating Agreement* for the right of Concessionaire to operate a concession operation for the sale of food and soft drinks at said recreation area. This *Lease and Operating Agreement* was set to expire December 31, 2013, but renewable for successive one year terms for a period of five (5) years, and has been renewed every year up to this point.

C. The Concessionaire would like to have the term of the *Lease Agreement* and the term of the *Lease and Operating Agreement* terminate in conjunction with one another on December 31, 2021, subject to options to extend as specified in the *Lease Agreement*.

D. In consideration of the City granting an extension of the lease term under the "*Lease and Operating Agreement*," the Concessionaire has agreed to take on some additional maintenance and utilities' responsibilities under the *Lease Agreement*.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Agreement 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 SECTION 1.1**

The part of Section 1.1 which begins with "Said lease shall be for the term commencing from the date of execution, and ending December 31, 2013" shall be amended to read as follows:

"Said lease shall be for the term commencing from the date of execution, and ending December 31, 2021, unless sooner terminated by the mutual agreement of the parties hereto or the default of Concessionaire under the terms of this agreement. Provided, however, that with the consent of Lessor, Concessionaire shall have the option to extend the Lease for five (5) additional one (1) year terms each under the same terms and conditions as herein set forth, by giving Lessor ninety (90) days written notice of his/her intent to exercise each option prior to the end of the lease term or any extension thereof. Notwithstanding such option, Lessor shall have the right, within thirty (30) days after receiving the notice from the Concessionaire, to give Concessionaire written notice that the Lessor rejects such extension and in such event, this Lease shall terminate at the end of the lease term, or any extension thereof, in which such notice was given." In the event the *Lease and Operating Agreement* is terminated by either Lessor or Concessionaire, the *Lease Agreement*, dated September 6, 2011, as it may be amended from time to time, will be terminated automatically.

**3. RATIFICATION**

The terms and conditions of the Agreement, 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:

(Lease and Operating Agreement – North Casper Soccer Complex Concessions)

  
\_\_\_\_\_

*"Intentionally Left Blank"*

(Lease and Operating Agreement – North Casper Soccer Complex Concessions)

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS:

LESSEE:  
Casper Soccer Club  
P. O. Box 2101  
Casper WY 82602

By Wendy Brown  
Printed Name: Wendy Brown  
Title: 3-31-2017

By Trisha M. Nix  
Printed Name: TRISHA M. NIX  
Title: 3-31-2017

RESOLUTION NO. 17-52

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE LEASE AGREEMENT WITH THE CASPER SOCCER CLUB FOR THE OPERATION OF THE CONCESSIONS BUILDING AT THE NORTH CASPER SOCCER COMPLEX.

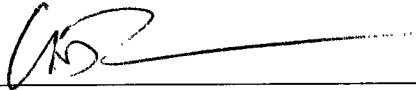
WHEREAS, the City entered into a Lease Agreement with the Casper Soccer Club, on March 29, 2013, for the use of the concession building located at the North Casper Soccer Complex; and,

WHEREAS, the Casper Soccer Club desires to extend this Lease Agreement in conjunction with the Lease of the North Casper Soccer Complex.

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 amendment to the Lease Agreement between the City of Casper and the Casper Soccer Club, for the use of the concession building at the North Casper Soccer Complex.

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:



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ATTEST:

---

Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Kenyne Humphrey  
Mayor

March 15, 2017

**MEMO TO:** V.H. McDonald, City Manager *eb*

**FROM:** Andrew Beamer, Public Services Director *AB*  
Dan Coryell, Parks Manager

**SUBJECT:** Authorizing Amendment No. 1 to the Lease Agreement with the Casper Soccer Club for Operation of the North Casper Soccer Complex Concessions Building and Amendment No. 1 to the Lease and Operation Agreement with the Casper Soccer Club for the North Casper Soccer Fields

**Meeting Type & Date:**

Regular Council Meeting  
04/18/2017

**Action Type:**

Resolution

**Recommendation:**

That Council, by resolution, authorize Amendment No. 1 to the Lease and Operation Agreement with the Casper Soccer Club for the operation of the North Casper Soccer Complex Concession Building, and, that Council, by resolution, authorize an Amendment No. 1 to the Lease Agreement with the Casper Soccer Club for the operation of the North Casper Soccer Complex.

**Summary:**

The Casper Soccer Club leases the North Casper Soccer Complex under two (2) separate agreements.

The first lease agreement is referred to as the "Lease Agreement" and allows the Casper Soccer Club to operate the fields of the North Casper Soccer Complex and its adjoining parking lots. This lease was signed on September 6, 2011 and will expire on December 31, 2021.

The concession stand for the North Casper Soccer Complex is leased separately. This second lease agreement, which is referred to as the "Lease and Operating Agreement," was signed on March 29, 2013. This agreement was set to expire at the end of 2013, but it included an extension clause that allowed for five (5) one-year extensions, changing the expiration date to December 31, 2018.

City staff is proposing to amend these agreements so that the two (2) leases will both end on December 31, 2021. The proposed amendments also clarify that the Casper Soccer Club will be responsible for minor repairs to the concession stand and for the utility expenses for the concession stand. Utilities and maintenance of the fields themselves will continue to be the responsibility of the City. Provisions have also been added to each agreement providing that if the agreement was to be terminated prematurely, then the other would end as well.

**Financial Consideration:**

No Financial Consideration

**Oversight/Project Responsibility:**

Dan Coryell, Parks Manager

**Attachments:**

Resolution

Amendment No. 1 of Lease and Operating Agreement

Amendment No. 1 of Lease Agreement



**AMENDMENT NO. 1 OF LEASE AGREEMENT  
("AMENDMENT")  
NORTH CASPER SOCCER COMPLEX**

This Amendment to the Lease Agreement ("Amendment") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a municipal corporation, the "Lessor" hereinafter designated as the "City," whose address is 200 North David Street, Casper, Wyoming 82601, and Casper Soccer Club, the "Lessee," whose address is P.O. Box 2101, Casper, Wyoming 82602-2101.

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

**RECITALS**

A. On September 6, 2011, the City and Lessee entered into a *Lease Agreement* for the right of leasing the property described as North Casper Soccer Complex, hereinafter referred to as the "Complex." This *Lease Agreement* expires December 31, 2021.

B. On March 29, 2013, the City and Lessee entered into a *Lease and Operating Agreement* for the right of Lessee to operate a concession operation for the sale of food and soft drinks at said recreation area. This *Lease and Operating Agreement* was set to expire December 31, 2013, but renewable for successive one year terms for a period of five (5) years, and has been renewed every year up to this point.

C. That Lessee would like to have the term of the *Lease Agreement* and the term of the *Lease and Operating Agreement* terminate in conjunction with one another on December 31, 2021, subject to options to extend as specified in the *Lease Agreement*.

D. In consideration of the City granting an extension of the lease term under the "*Lease and Operating Agreement*," the Lessee has agreed to take on some additional maintenance and utility responsibilities under the *Lease Agreement*.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Agreement 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 SECTION 14**

The first paragraph of Section 14 is hereby replaced with the following:

“Lessor shall, during the term of this Lease, maintain major premises and facilities, repairs to electrical, plumbing, heating, cooling, ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, general building, fencing, and general land area amenities and systems; in which each single-incident of repair exceeds Five Hundred Dollars (\$500.00) per occurrence. Lessee shall be responsible for all minor maintenance repairs to the premises and facilities, in the previously noted system and area amenity categories, in which each single-incident of repair is less than Five Hundred Dollars (\$500.00) per occurrence and be responsible for making and paying for such repairs in a timely manner so as not to adversely affect major repairs or the safe and proper operation of the facility or site. Each party, except in the case of an emergency, shall inform the other prior to the repairs required, of the location, time, nature, necessity, repair company, and quoted price of the repair(s) being made to the leased premises and facilities. Lessor shall, during the term of this Lease, provide services commensurate with the player fee identified in Section 3. Those services are related to normal turf and related ground maintenance, and include irrigation system repairs, mowing, trimming, litter collection, garbage pickup, fertilizations, aerifications, over seedings, roadway repairs and parking lot repairs.”

## **3. AMENDMENT TO SECTION 16**

Section 16 shall be replaced with the following:

“Lessee shall pay, as and when due, all charges for water and sewer services, electricity, natural gas, and all other utility charges.”

## **4. AMENDMENT TO SECTION 17**

Section 17 shall be deleted in its entirety and replaced with the following:

“It is recognized that the Lessee may, during the lease term, sell concessions and conduct fund raising activities, including raffles, sale and lease of advertising upon the property or otherwise, the sale of personal property such as t-shirts, other clothing, and the like, all in accordance with the “*Lease and Operating Agreement*” between the parties dated March 29, 2013, as amended, which is hereby incorporated by reference.”

## **5. TERMINATION**

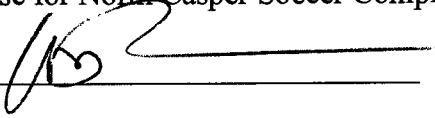
In the event the *Lease Agreement* is terminated by either Lessor or Lessee, the *Lease and Operating Agreement*, dated March 29, 2013, as it may be amended from time to time, will be terminated automatically.

**6. RATIFICATION**

The terms and conditions of the Agreement, 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:  
(Lease for North Casper Soccer Complex)

  
\_\_\_\_\_

ATTEST:

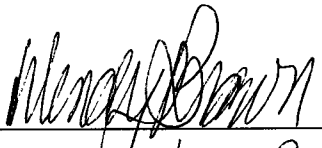
CITY OF CASPER, WYOMING  
A Municipal Corporation

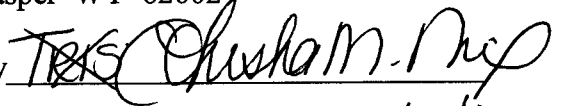
\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS:

LESSEE:  
Casper Soccer Club  
P. O. Box 2101  
Casper WY 82602

By   
\_\_\_\_\_  
Printed Name: Wendy Brown  
Title: 3-31-2017

By   
\_\_\_\_\_  
Printed Name: TRISHA M. NIX  
Title: 3-31-2017

RESOLUTION NO.17-53

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE LEASE AGREEMENT WITH THE CASPER SOCCER CLUB FOR THE OPERATION OF THE NORTH CASPER SOCCER COMPLEX.

WHEREAS, the City entered into a Lease Agreement with the Casper Soccer Club on September 6, 2011 for the use of the North Casper Soccer Complex.

WHEREAS, the Casper Soccer Club desires to amend this Lease and Agreement so that it may better compliment the amended Lease and Operating Agreement for the North Casper Soccer Complex Concession Stands.

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 amendment to the Lease Agreement between the City of Casper and Casper Soccer Club, for the use of the North Casper Soccer Fields at the North Casper Soccer Complex.

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

March 15, 2017

**MEMO TO:** V.H. McDonald, City Manager *JM*

**FROM:** Andrew Beamer, Public Services Director *AB*  
Dan Coryell, Parks Manager

**SUBJECT:** Authorizing A Lease Agreement with the Casper Midget Football Association

**Meeting Type & Date:**

Regular Council Meeting  
04/18/2017

**Action Type:**

Resolution

**Recommendation:**

That Council, by resolution, authorize a Lease Agreement with the Casper Midget Football Association (CMFA), for use of the fields at Washington Park Ballfield and the George Tani Complex.

**Summary:**

The CMFA has operated its program in a variety of City park areas since the inception of the program in 1969. CMFA works with Casper Youth Baseball on the use of the George Tani Complex and the Washington Park Ballfield during the fall months.

This lease shall be for one (1) five-month period, commencing on the 1<sup>st</sup> day of August, 2017, to and including the 31<sup>st</sup> day of December, 2017. The Lessee shall have the option to renew the lease for an three (3) additional five-month terms.

The lease calls for CMFA to pay a user fee of \$5.00/player, a fee CMFA has paid since the new fields were opened. Council previously approved the user fees in a separate resolution. The lease also calls for CMFA to pay 100% of the electrical use at the Washington Park Ballfields and 50% of the electrical use at the George Tani Complex.

**Financial Consideration:**

No Financial Consideration

**Oversight/Project Responsibility:**

Dan Coryell, Parks Manager

**Attachments:**

Resolution  
Lease Agreement

## LEASE AGREEMENT

THIS LEASE, entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between the City of Casper, Wyoming, a Wyoming municipal corporation, referred to hereinafter as “Lessor,” and Casper Midget Football Association, referred to as “Lessee”.

IN CONSIDERATION of the lease, covenants, and conditions herein contained, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

The Lessor hereby agrees to lease, and Lessee hereby leases from Lessor, for the term hereafter provided, and any renewals thereof, the property known as Washington Park Ballfield as set forth in Attachment “A” attached hereto and the property known as George Tani Complex as set forth in Attachment “B” and attached hereto. Washington Park Ballfield and George Tani Complex shall hereinafter be referred to as the “leased premises”.

The “leased premises” are leased to Lessee “AS IS WITH ALL FAULT”, WITHOUT WARRANTY, and EXPRESSED OR IMPLIED. LESSEE AGREES AND UNDERSTANDS THAT LESSOR MAKES NO WARRANTY THAT THE PROPERTY BEING LEASED HEREBY IS FIT FOR ANY PARTICULAR PURPOSE, AND THE LESSOR DISCLAIMS ANY SUCH WARRANTY.

2. LEASE TERM:

The term of this lease shall be for a period of one (1) five month period, commencing on the 1<sup>st</sup> day of August, 2017, to and including the 31<sup>st</sup> day of December, 2017. Provided, however, that Lessee shall have the option to renew the Lease for three (3) additional (5) month terms, for the next (3) consecutive years, each under the same terms and conditions as herein set forth, by giving the Lessor at least sixty (60) days written notice of his intent to exercise each option prior to the end of the lease term or any renewal thereof. Notwithstanding such option, Lessor shall have the right, within thirty (30) days after receiving the notice from the Lessee, to give Lessee written notice that the Lessor rejects such renewal and in such event, this lease shall terminate at the end of the lease term, or any renewals thereof, in which such notice was given.

3. LEASE FEES:

Lessee shall pay to the Lessor annually as reimbursement for the costs of providing maintenance services for the Complex, the sum of Five Dollars (\$5.00) per player, said amount payable in advance to Lessor at its offices located at (Administrative Services), 200 North David Street, Casper, Wyoming, by September 15 of each year.

In the event Lessee shall fail to make any payment called for within fifteen (15) days after the

same shall fall due, then Lessor may terminate this Lease by giving Lessee written notice of such termination; or, in the event the Lessee fails to perform any other obligations called for herein on his part to be performed, and upon notice duly given of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency within fifteen (15) days after such notice, then Lessor may, by written notice to Lessee, terminate this Lease Agreement, effective upon proper delivery or mailing of said written termination notice by Lessor.

Upon such termination, Lessor shall be entitled to possession of the leased premises and all permanent improvements therein made by Lessee without any further notice or demand, and Lessee shall peacefully surrender the leased premises and all other permanent improvements therein made by Lessee. If Lessee shall refuse to surrender and deliver upon the possession of the premises, then Lessor without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefor, and without prejudice to any remedy allowed by law or equity.

4. LAWS AND REGULATIONS:

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

5. INDEMNIFICATION AND INSURANCE:

This Agreement is made upon the expressed condition that the Lessor shall be free from all liabilities and claims for damages and/or lawsuits for, or by reason of, any injury or injuries, to any person or property of any kind whatsoever, from any cause or causes whatsoever, while in or upon the leased premises or any part thereof, or occasioned by any occupancy or use of said premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor. Lessee agrees that it will protect, indemnify, and hold harmless the Lessor from all injuries, liabilities, costs, losses, expenses, suits, claims, and damages however occurring. Lessee further agrees to defend the Lessor, in any actions filed in court which arise from said injuries, liabilities, costs, losses, expenses, claims, and damages in the event the Lessor is named as a defendant in said court action.

Lessee agrees to hold Lessor harmless and defend Lessor in any and all suits, claims, demands, or actions arising from or relating to the use of the property by Lessee. Except as otherwise provided, Lessee agrees to procure and maintain public liability and property damage insurance in amounts not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for any claimant for any number of claims arising out of a single transaction or occurrence, Five Hundred Thousand Dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence, and

Fifty Thousand Dollars (\$50,000.00) for any property damage. All policies shall provide that they are primary coverage without any right of contribution from any other insurance policy or other sources of the Lessor, and that they will not be canceled without thirty (30) days prior written notice to Lessor. The intent of this lease section is to insure that sufficient funds are available to fully insure Lessor for the full amounts of its potential liability under the Wyoming Governmental Claims Act, W.S. § 1-39-101, et seq. If the limits set forth in said Statute are altered, Lessee shall procure insurance to provide Lessor with full coverage according to said altered limits. The full limits of insurance required by this contract section shall be available to indemnify Lessor, if necessary, for any liability incurred by Lessor due to Lessee's use and occupancy of the leased premises. It is the intent of the parties that Lessor does not waive any immunity or limitation of its liability which is afforded by the Wyoming Governmental Claims Act, as further described in paragraph 21.

Lessee hereby agrees to provide Lessor with copies of said insurance policies along with appropriate certificates of insurance prior to the Lessee using the premises rented hereby for the uses specified in this lease.

The parties hereto agree and understand that the insurance coverage as provided and set forth above is a material provision of this lease. Lessor shall have the unequivocal right to terminate and cancel this lease if the insurance provided for herein is not procured by Lessee, or is otherwise terminated or cancelled by the insurer thereof.

6. ANNUAL OPERATIONS PLAN/RULES:

The Lessee, prior to the execution of this Lease and any renewals of this Lease, shall submit an Annual Operations Plan to the City Council or their designee. The plan shall specify months, days, and hours of operation for those months, the responsible organizational contact(s), and the contact's telephone number(s) during which the subject property shall be available to the public for related property use activities. The plan shall pertain to the time period of the lease, in the event the City Council or its designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved. In the event of disapproval, the Lessee shall have thirty (30) days from disapproval to submit an acceptable plan. Lessee shall submit to the Lessor the rules and regulations governing the use of the facility.

It is recognized that the Lessee may, during the lease term, conduct fund raising activities, including raffles, sale and lease of advertising upon the property or otherwise, the sale of personal property such as t-shirts, other clothing, and the like. All of the revenues generated from such activities are the sole and exclusive property of the Lessee. Lessee may not sell food and beverage items unless authorized by the Lessor in a separate permit or a separate lease agreement.



7. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees, organizational members, or participants to violate any of the terms and conditions of this Lease, nor to violate any law, rule, or regulation of the Lessor with respect to the leased premises.

8. MAINTENANCE, ADVERTISING, AND UTILITIES:

Lessee shall, during the term of this Lease, keep the leased premises in good order and repair commensurate with the operation of the Lessee's intended use of those premises and facilities, and as necessary to adequately protect spectators, guests, invitees, and participants, and shall at his sole cost and expense, make any repairs necessary to the leased premises for these purposes. Lessor shall, during the term of this Lease, provide services commensurate with the lease fee identified in Section 3. Those services are related to normal turf and related ground maintenance, and include irrigation system repairs, mowing, trimming, litter collection, garbage pickup, fertilizations, aerifications, over seedings, roadway repairs and parking lot repairs.

Services in addition to the normal maintenance referred to above shall be the responsibility of the Lessee, including field preparations. Lessee will also be responsible for paying Lessor for additional services needed for special events or tournaments which are beyond normal League play, including extra mowing, additional portable restroom service and additional trash removal service. Fees for additional services shall be in accordance with the Resolution establishing fees for the use of parks, athletic fields, and tennis courts.

Lessor shall, pay as and when due all charges for water, sewer services, and natural gas. Lessee shall pay as and when due 100% of the electrical charges used at the Washington Park Ballfield and 50% of electrical charges used at the George Tani Complex from August 1 through December 31 of each year on this lease.

9. RIGHT TO ENTRY:

The Lessor reserves the right of ingress and egress to and from all areas of the leased property, and across any of the lands herein leased for the purpose of maintenance, public safety, and inspection purposes provided it does not interfere with intended use.

10. ADDITIONAL FACILITIES OR FIXTURES:

The Lessee, at its sole cost, risk, and expense, may construct both temporary and permanent facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements, and such other requirements as may be prescribed by the Lessor.

The plans and specifications for any additional temporary and permanent facilities and fixtures

shall first be submitted to the City's authorized representative for his approval in accordance with existing codes, prior to the construction. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The City Council or its designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the leased premises, after the approval of the constructions codes by the City's authorized representative.

Lessee may, upon termination of the Lease Agreement, remove all facilities or fixtures which it constructed and which are of a temporary nature, but must restore property and/or premises to conditions as they were prior to installation of the removed improvements. Any permanent facility or fixture shall be considered the property of the Lessor.

The Lessor reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the City Council or its designated representative.

11. CANCELLATION:

The Lessor has the right to cancel this lease for cause by giving not less than thirty (30) days written notice to the Lessee of such cancellation. Both parties agree that any breach of any term of this Lease Agreement shall constitute cause for cancellation.

12. USE:

The demised premises are leased to Lessee for the purpose of conducting Football Activities. Such Football Activities and related activities shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to possession, use, or maintenance of the property.

The Lessee shall promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, and municipal government, and of any and all of their departments and bureaus applicable to said premises for the correction, prevention, or abatement of nuisances or other grievances in, upon, or connected with said premises during the term.

13. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

Lessee shall comply with all reporting requirements of 42 U.S.C. 1101 et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal

of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations, including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall immediately advise Lessor, in writing, of any of: 1) any and all governmental agencies' regulatory proceedings, or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; 2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, 3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations which had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

Lessor shall have the right to join and participate in, as a party, if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, volunteers, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of, or attributable to, the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property, including without limitations:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,

C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

14. RULES AND REGULATIONS:

Lessee agrees to abide by, and conform to, any and all applicable ordinances, codes, rules, and regulations of the Lessor.

Lessee shall enforce safety rules as set forth by Lessor.

15. NOTICES:

All written notices or demands, which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties as following stated address or such subsequent address as may be designated by either party in writing:

Lessor: City Manager  
City of Casper  
200 North David  
Casper, Wyoming 82601

Lessee: Casper Midget Football Association  
P.O. Box 1114  
Casper, Wyoming 82602

16. TAXES AND ASSESSMENTS:

Lessee agrees to pay to the Natrona County Treasurer, on behalf of the Lessor, any and all taxes and assessments which may be assessed against the property, upon reasonable notice by the Lessor, as to the amount due and owing.

17. LESSEE'S RIGHT OF INSPECTION:

Lessee has fully inspected and acknowledges that the property is in good condition and repair and that the Lessee is satisfied with and has accepted the property.

18. OPERATIONS:

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

Lessee as part of the Operations Plan and at such other times as may be convenient for the parties. Lessee shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an annual financial report to the Lessor within thirty (30) days of the close of the lease term as part of the Operations Plan.

19. MISCELLANEOUS CONDITIONS:

- A. Lessor further stipulates that Lessee, upon complying with the terms and conditions of this lease, shall have and hold and peacefully and quietly enjoy the leased premises during the term hereof.
- B. Lessee agrees that it shall not discriminate against or toward any individual or group, and no membership in any organization is necessary to enable the general public or private or professional groups to use the property for its intended purpose upon the payment of such fees as are prescribed by Lessee, and provided they comply with Lessee's established rules and regulations, all of which shall have been specified in the Lessee's Operations Plan.
- C. No assignment of this Lease or any interest therein and no sublease for any purpose other than that herein described in paragraph 8, shall be made or granted by Lessee without the prior written consent of the Lessor. Any assignment or sublease in violation of this paragraph is void.
- D. Lessee agrees to promptly pay, as they become due, all claims, debts, and charges which it may incur as a result of its use of the demised premises, and shall allow no liens to be placed against the demised property.

20. MISCELLANEOUS COVENANTS:

- A. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The Lessee shall not assign this Agreement or otherwise subcontract its duties and responsibilities, as set forth in this Agreement, without the prior written consent of the City.
- B. Waiver. Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waive of relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- C. Severability. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were part of this Agreement.

- D. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- E. **Survival.** All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment completion and acceptance of the services and termination of completion of the Agreement.
- F. **Copies.** This Agreement may be executed in more than one copy; each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- G. **Authority.** Each individual executing this Agreement for and on behalf of their principals hereby states that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Lessee further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- H. **Governing Law and Venue.** This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court or competent jurisdiction situated in Natrona County, Wyoming.

21. WYOMING GOVERNMENTAL CLAIMS ACT:

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

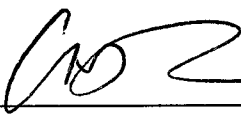
23. COMPLETE AGREEMENT:

This Agreement shall constitute the entire understanding and Agreement of the parties, and supersedes prior negotiations, discussions or understandings.

24. AMENDMENT:

No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

APPROVED AS TO FORM:

  
\_\_\_\_\_

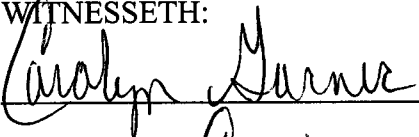
ATTEST:

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

LESSOR:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

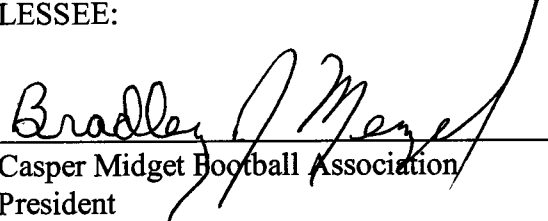
WITNESSETH:

  
\_\_\_\_\_

Printed Name: Carolyn Greener

Title: Admin, Asst II

LESSEE:

  
\_\_\_\_\_  
Casper Midget Football Association  
President

# ATTACHMENT A: WASHINGTON PARK BALLFIELD





**ATTACHMENT B: GEORGE TANI COMPLEX**



RESOLUTION NO.17-54

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH CASPER MIDGET FOOTBALL ASSOCIATION, FOR USE OF THE FIELDS LOCATED AT THE WASHINGTON PARK BALLFIELD AND THE GEORGE TANI COMPLEX.

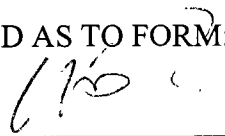
WHEREAS, the City of Casper is the owner of the Washington Park Ballfield and the George Tani Complex; and,

WHEREAS, Casper Midget Football Association operates a football program for youth, and desires to utilize City-owned property for said program.

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 between the City of Casper and Casper Midget Football Association, for the use of Football Fields at the Washington Park Ballfield and the George Tani Complex.

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

April 10, 2017

**MEMO TO:** Liz Becher, Interim City Manager 

**FROM:** Andrew Beamer, Public Services Director   
Dan Coryell, Parks Manager

**SUBJECT:** Authorizing Lease Agreement with The Casper Cobras for  
Operation of the 13<sup>th</sup> and Sycamore Ballfields

**Meeting Type & Date**

Regular Council Meeting  
April 18, 2017

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, authorize a Lease Agreement with the Casper Cobras, for the operation of the 13<sup>th</sup> and Sycamore Ballfields.

**Summary**

There are two 1A fields at 13<sup>th</sup> Street and Sycamore Street. Built originally in 1955, these fields were leased to Casper Youth Baseball until 2014 when the Field of Dreams complex was completed. Since then, the complex has been decommissioned and has not been used.

The City of Casper was recently approached by the Casper Cobras, a traveling fast-pitch girls' softball team, requesting to enter into a lease agreement for the use of the 13<sup>th</sup> and Sycamore Ballfields. The Casper Cobras will be partnering with another youth traveling baseball team, the Younguns.

Under the terms and conditions of the lease, the Casper Cobras will assume all utilities including water and electricity, all maintenance of the facility including all prep work and mowing, all repairs to the facility, and all scheduling of the 13<sup>th</sup> and Sycamore Ballfields. The lease is set to expire on December 31<sup>st</sup>, 2020.

The sum of one dollar (\$1.00) will be paid to the City annually by the Casper Cobras as rent for the leased property.

**Financial Considerations**

No Financial Considerations

**Oversight/Project Responsibility**

Dan Coryell, Parks Manager

**Attachments**

Resolution / Lease Agreement

LEASE AGREEMENT  
FOR  
13<sup>TH</sup> & SYCAMORE BALLFIELDS

THIS LEASE, entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between the City of Casper, Wyoming, a Wyoming Municipal Corporation, referred to hereinafter as "Lessor," and The Casper Cobras, hereinafter referred to as the "Lessee". This agreement supersedes and replaces any previous agreements between the parties.

IN CONSIDERATION of the rents, covenants, and conditions herein contained, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

The Lessor hereby agrees to lease, and Lessee hereby leases from Lessor, for the term hereinafter provided, the property known as 13<sup>th</sup> & Sycamore Ballfield, as set forth in Attachment "A" attached hereto 13<sup>th</sup> & Sycamore Ballfield shall hereinafter be referred to as the "leased premises".

LESSOR HEREBY LEASES THE LEASED PREMISES TO LESSEE "AS IS, WITH ALL FAULTS." LESSOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED REGARDING THE CONDITION OR USE OF THE LEASED PREMISES OR THE FITNESS OR MERCHANTABILITY OF THE LEASED PREMISES FOR ANY PARTICULAR USE OR PURPOSE.

Lessee states that Lessee has inspected the leased premises, and hereby accepts said property in its present condition.

2. LEASE TERM:

The term of this Lease shall be from the first date of execution of the agreement, to an including the 31<sup>st</sup> day of December, 2020.

3. LEASE FEES:

Lessee shall pay to the Lessor as rent for the leased premises, the sum of One Dollar (\$1.00), payable annually in advance to the Lessor at its offices located at 200 N. David Street, Casper, Wyoming. Rent fee shall be remitted to the Lessor by May 15 of each year.

4. PURPOSE:

The leased premises are leased to Lessee for the purpose of conducting Youth Baseball/Softball League Activities, and for other uses determined by the Lessee which are consistent with zoning requirements and which are approved ahead of time by the Parks Manager. Such Youth Baseball/Softball League Activities and related activities shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to possession, use, or maintenance of the property.

5. LAWS AND REGULATIONS:

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

6. INSURANCE:

Lessee agrees to provide and maintain through the term of this Lease, and any subsequent lease renewals, public liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000.00) for all claimants arising out of a single transaction or occurrence, and property damage insurance in the amount of Fifty Thousand Dollars (\$50,000.00) per occurrence. Lessee shall provide the Lessor with certificates evidencing such insurance as outlined above, prior to commencement or any renewal of this Lease. Said insurance policy or policies shall name the Lessor as an additional named insured and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

It is recognized by and between the parties to this Lease 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 primary term of this Lease, or any subsequent terms, then such insurance as outlined above from Lessee 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 Lessor having the option to immediately terminate this agreement and take possession of the leased premises.

7. ANNUAL OPERATIONS PLAN:

The Lessee, prior to April 1 of each calendar year, shall submit an Annual Operations Plan to the Parks Manager. The plan shall specify months, days, and hours of operation for those months, the responsible organizational contact(s) and the contact's telephone number(s) and email address(es), during which the subject property shall be used by Lessee for its activities. The plan shall pertain to the calendar year in which it was submitted. In the event the Parks Manager does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

8. REPORTING REQUIREMENTS:

Lessee shall submit monthly reports to Lessor on the use of leased premises. Within fourteen (14) days of the conclusion of each month, Lessee shall submit to the Parks Manager a report on the previous month's use of the leased premises. Monthly reports shall be submitted in a form and manner as prescribed by the Parks Manager. Monthly reports shall identify the date, time, and field of each scheduled activity. For each scheduled activity listed, Lessee shall also include: age group or competitive level of the playing team(s), baseball organization that the team(s) were associated with, name and/or identifying number of the field used, number of the players, and whether the activity was a formal game, a baseball practice session, or some other type of activity. Each activity shall be assigned to one field only; if multiple related activities occur on multiple fields simultaneously, then the activity on each field shall be listed separately as an individual activity. Monthly reports shall include activities of the Lessee and shall also include activities by any other team or organization that requested and received a formal reservation of field time from the Lessee. Monthly reports shall not be required for months in which no scheduled activities occurred.

Lessee shall submit a year-end report to the Lessor, due annually on December 31 of each calendar year for that calendar year's activities. The year-end report shall include:

- The number of Youth Baseball/Softball registered players, with breakout by age group or competitive level.
- An annual Financial Report as per Section 25 of this agreement.
- A description of any enhancements or improvements made to the leased premises as per Section 17 of this agreement.

9. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees, organizational members or participants to violate any of the terms and conditions of this Lease Agreement nor to violate any law, rule, or regulation of the Lessor with respect to the leased premises.

10. ADVERTISING:

Lessee shall have the right to procure and to install, affix, maintain, and replace appropriate signs displaying advertising matter at the facility and/or on the property. All advertising shall be subject to the Lessor's right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. Lessee shall not, in procuring, installing, displaying, or replacing any advertising materials, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. It is understood that any approval by the Lessor of advertising material shall not constitute a waiver of Lessee obligations concerning such violations or infringement. Lessee agrees to indemnify and hold the Lessor harmless with respect to all claims alleging such violations, without cost to the Lessor. Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Lease Agreement.

The parties agree that all advertising placed at the facility and/or on the property is owned by the Lessee and shall remain the property of Lessee, and shall be subject to removal by Lessee at any time.

11. INDEMNITY OF LESSOR:

In further consideration of this Lease, Lessee agrees to indemnify and hold the Lessor harmless in the event of any death or injury to persons or damage to property which may result from or arise out of the use or occupancy of the real property and fixed assets, or any action done thereon by Lessee, its agents or employees, customers, of any person coming or being thereon by the license or permission of Lessee, expressed or implied, or otherwise entering upon the property, and Lessee agrees to indemnify and hold Lessor harmless from any and all costs, damages, attorney's fees, expenses, and liability to any person or property resulting from any such causes. Said indemnification shall not extend to death or injuries that result from the negligence of the Lessor, its agents or employees with respect to the premises.

12. ASSIGNMENT:

With the prior written consent of Lessor, the Lessee may assign this Lease in whole or in part and/or may sublet all or part of the leased premises; however, notwithstanding assignment or sublease, Lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions of this Lease.

13. FIELD SHARING:

Lessee acknowledges that the leased properties may be desired for use on a secondary basis by other baseball/softball organizations. Therefore, Lessee will make these properties available as per Lessees schedule to all responsible requesting parties.

Lessee shall not be obligated to provide field time to any organization or team that has a documents history of being unwilling or unable to abide by the terms set by Lessee, and/or any applicable law or statute. If an organization has committed violations of the sort described in this section, then Lessee may deem said organization to be ineligible for field sharing.

14. RIGHT TO ENTRY:

The Lessor reserves the right to enter the leased property for the purposes of maintenance, public safety, and other general inspections.

15. MAINTENANCE:

Lessee shall, during the term of this Lease or any extension thereof, keep the leased premises in good order and repair commensurate with the operation of the Lessee's intended use of those premises and facilities, and as necessary to adequately protect spectators, guests, invitees, and participants, and shall at his sole cost and expense, make any repairs necessary to the leased premises for these purposes. Notice of required maintenance may be made by the Lessor and Lessee will abate the problem within seven (7) days, unless otherwise agreed by Lessor. Lessee shall provide services related ground maintenance, to include irrigation system repairs, mowing, trimming, fertilizations, aerifications and overseeding.

Lessee shall, during the term of this Lease or any renewals thereof, maintain major premises and facilities including repairs to electrical, plumbing, heating, cooling, ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, general building, fencing, and general land area amenities. Lessee shall inform the Lessor, prior to the repairs required, of the location, time, nature, necessity, repair company, and quoted price of the repair(s) that are being made to the leased premises and facilities.

16. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

The Lessee, at its sole cost, risk, and expense, may construct both temporary and permanent facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements, and such other requirements as may be prescribed by the Lessor.

The plans and specifications for any additional temporary and permanent facilities and fixtures shall first be submitted to the Parks Manager for his approval in accordance with existing codes, prior to the construction. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The Lessor, Council, or its designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the leased premises, after the approval of construction code compliance by the Lessor's authorized representative.



Lessee may, upon termination of the Lease Agreement, remove all facilities or fixtures which it constructed and which are of a temporary nature, but must restore the property and premises to the conditions as they were prior to installation of the removed improvements.

The Lessor reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Lessor Council or its designated representative.

17. UTILITIES:

Lessee shall pay, as and when due, all charges for all water and sewer services, electricity and natural gas.

18. CONCESSIONS:

It is recognized that the Lessee may, during the lease term, conduct fund raising activities, including raffles, sale and lease of advertising upon the property or otherwise, the sale of personal property such as t-shirts, other clothing, and the like. All of the revenues generated from such activities are the sole and exclusive property of the Lessee. Lessee is allowed to sell food and beverage items on a limited basis, in accordance with Casper-Natrona County Health Department standards.

19. DEFAULT:

In the event Lessee shall fail to make any payment called for within fifteen (15) days after the same shall fall due, then Lessor may terminate this Lease by giving Lessee written notice of such termination, or, in the event the Lessee fails to perform any other obligations called for herein on his part to be performed, and upon written notice duly given of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency within fifteen (15) days after such notice, then Lessor may, by written notice to Lessee terminate this Lease Agreement, effective upon proper delivery or mailing of said written termination notice by Lessor.

Upon such termination, Lessor shall be entitled to possession of the leased premises and all permanent improvements therein made by Lessee without any further notice or demand, and Lessee shall peacefully surrender the leased premises and all other permanent improvements therein made by Lessee. If Lessee shall refuse to surrender and deliver the possession of the premises, then Lessor without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefore, and without prejudice to any remedy allowed by law or equity.

20. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

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

21. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

If the real property or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated. Real property and fixed assets not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the Lessee to repair, rebuild, or reimburse the Lessor to an equal to or better than condition or fairly compensate the Lessor in monetary value, as existed prior to the destruction of such real property or fixed assets.

22. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

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

23. TERMINATION:

The Lessor has the right to terminate this Lease Agreement for any or no reason by giving not less than sixty (60) days written notice to Lessee of such termination. It is agreed by both parties that any breach of any term of this Lease Agreement shall constitute cause for termination under the terms of section 20, "Default".

24. OPERATIONS:

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

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

25. NOTICE:

Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or if mailed by certified mail, postage paid, addressed to Lessor at 200 N. David, Casper, Wyoming, 82601, or Lessee at 6949 Umpqua River Road, Casper, Wyoming, 82604.

26. WAIVER:

No failure by Lessor to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this Lease Agreement. No term or condition of this Lease required to be performed by Lessee, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Lessor. No waiver of any breach shall affect or alter any term or condition of this Lease, and such term or condition shall continue in full force and effect with respect to any other breach thereof.

27. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

Lessee shall comply with all reporting requirements of 42 U.S.C. 11001, *et seq.* (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. Lessee shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management

of Lessee's lawful operations on the property. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall immediately advise Lessor in writing of (1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, employees, agents, successors, or assigns from any and all lessee, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened relates, discharge, disposal or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxifications of the property, and the preparation and implementation of any closure, remedial, or other required plans; and;
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

28. MISCELLANEOUS COVENANTS:

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

Lessor covenants that upon Lessee's compliance with the terms hereof, it shall have and hold and peacefully enjoy the leased premises during the term or any renewal of this lease.

29. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

30. BINDING EFFECT.

This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

31. ENTIRE AGREEMENT:

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

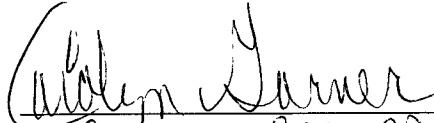
ATTEST:

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

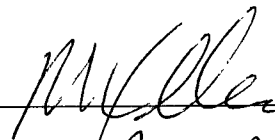
LESSOR:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

ATTEST:

  
\_\_\_\_\_  
BY: CAROLYN GARNER  
Title: ADMIN. ASSIT.

LESSEE:

  
\_\_\_\_\_  
CASPER COBRAS

## ATTACHMENT "A"

A Parcel located in and being a portion of the SW1/4SW, Section 8, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and more particularly described by metes and bounds as follows:

Beginning as the southeast corner of said Parcel; thence from said Point of Beginning along the easterly line of said Parcel and along an existing chain link fence, N.01°44'14"E., 178.70 feet to a point; thence continuing along the easterly line of said Parcel and fence, N.01°04'16"W., 212.16 feet to the northeast corner of said Parcel; thence along the northerly line of said Parcel and the northerly line of an existing concrete block building, S.89°13'25"W., 29.03 feet to a point; thence along the northerly line of said Parcel and an existing chain link fence, N.00°37'01"W., 22.28 feet to a point; thence continuing along the northerly line of said Parcel and said fence, S.87°22'24"W., 316.71 feet to the northwest corner of said Parcel; thence along the westerly line of said Parcel and said fence, S.01°28'04"E., 45.87 feet to the point of a non-tangent curve; thence continuing along long the westerly line of said Parcel and said fence on the arc of non-tangent curve to the left having a radius of 169.68 feet, and through a central angle of 87°04'51", southeasterly, 257.89 feet, and the chord of which bears S.40°51'06"E., a distance of 233.78 feet to the point of a non-tangent curve; thence continuing along long the westerly line of said Parcel on the arc of non-tangent curve to the left having a radius of 160.89 feet, and through a central angle of 92°55'52", southeasterly, 260.96 feet, and the chord of which bears S.41°01'52"E., a distance of 233.28 feet to the southwest corner of said Parcel; thence along the southerly line of said Parcel and said fence, N.89°09'33"E., 36.97 feet to the southeast corner of said Parcel and the Point of Beginning and containing 2.34 acres, more or less as set forth by the plat attached as Exhibit A and made a part hereof.



316.71

45.87

22.28

29.03

212.16

257.9

178.7

260.96

36.96

**13TH & SYCAMORE BALLFIELDS**

**CASPER, NATRONA COUNTY, WYOMING**

**2.34 ACRES**

**SW QUARTER OF THE SW QUARTER, SECTION 8**

**T33N., R79W.**

**OF THE 6TH PRINCIPAL MERIDIAN**



RESOLUTION NO. 17-55

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE CASPER COBRAS, FOR THE OPERATION OF THE 13<sup>TH</sup> & SYCAMORE BALLFIELDS.

WHEREAS, the City is the owner of the 13<sup>TH</sup> & Sycamore Ballfields; and,

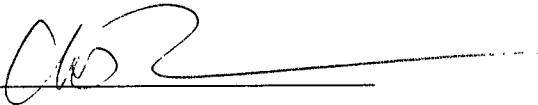
WHEREAS, The Casper Cobras, conduct Youth Baseball/Softball League Activities and need to utilize City-owned facilities for said activities; and,

WHEREAS, The Casper Cobras, have agreed to the terms and conditions of a lease agreement.

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 lease agreement between the City of Casper and The Casper Cobras, for use of the 13<sup>th</sup> & Sycamore Ballfields, under the terms and conditions more specifically delineated in the agreement.

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenye Humphrey  
Mayor

March 13, 2017

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

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

**SUBJECT:** Authorizing a Funding Agreement between the Natrona County Conservation District (NCCD) and the City of Casper

**Meeting Type & Date**

Regular Council Meeting scheduled for April 18, 2017.

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize a funding agreement between the City of Casper and the Natrona County Conservation District (District) in the amount of \$85,000.

**Summary**

The District has been partially funded by the City of Casper from 1992 to 2006, in the amount of \$12,500 per year because of Casper's vested interest in water savings projects for the Casper-Alcova Irrigation District (1982 Tri-party Agreement between Casper, Casper-Alcova Irrigation District, and the Bureau of Reclamation for 7,000 acre feet of stored water). Additional monies have been funded by Natrona County over the years. The District has also received grant funding from the Department of Environmental Quality (DEQ) and the Environmental Protection Agency (EPA) Clean Water 319 program, Wyoming Water Development Commission (WWDC), and other grant programs over the years.

In February 2006, the District approached the Casper Public Utilities Advisory Board and requested an increase in Casper's participation to \$25,000 per year due to the increasing number and costs of programs undertaken by the District. This was approved by the Board and the amount of \$25,000 has been included in the Public Utilities budgets. This amount was matched by Natrona County.

In February 2015, the District again approached the Casper Public Utilities Advisory Board and requested an increase in Casper's participation to \$35,000 per year. The additional funding will be used to help pay for increasing costs of programs including cultural resources technical

support. In addition, the District requested capital funding in the amount of \$200,000 over a four year period. The capital funding will be used for the installation of pipelines, sprinkler irrigation systems and other Selenium Control Best Management Practices (BMP's) throughout the watershed. The CPU Advisory Board recommended the amount of \$85,000 (\$35,000 for operations; \$50,000 for capital) be included in the FY16 – FY19 Public Utilities budgets.

The District has acquired water quality data from the North Platte River and several of its tributaries since 2001. Annual water quality reports show that the water quality data continues to support a trend in decreasing levels of total selenium in the North Platte River Watershed. Please refer to the District's FY16 Annual Report/FY17 Annual Plan (Funding Agreement Exhibit "A") for more detailed water quality information as well as District goals, objectives, and tasks.

All efforts by the District to control selenium reaching the North Platte River could assist Casper in the future by reducing regulatory requirements for selenium removal at the Wastewater Treatment Plant.

### **Financial Considerations**

Funding for this agreement will be from the Wastewater Treatment Plant Fund (\$80,000) and the Water Fund (\$5,000).

### **Oversight/Project Responsibility**

The agreement will be administered by Bruce Martin, Public Utilities Manager.

### **Attachments**

- Resolution - Authorizing an Agreement with the Natrona County Conservation District
- Funding Agreement Between the City of Casper and the Natrona Country Conservation District (Exhibit "A" of funding agreement is the Districts Annual Report)

**FUNDING AGREEMENT BETWEEN THE CITY OF CASPER AND THE NATRONA COUNTY CONSERVATION DISTRICT**

THIS FUNDING AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF CASPER, WYOMING, a Municipal Corporation, hereinafter referred to as "City," and NATRONA COUNTY CONSERVATION DISTRICT, hereinafter referred to as "District."

WHEREAS, City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111; and,

WHEREAS, the District and the City desire to enter into a contract for the District to provide the services described in this agreement for the compensation as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth hereunder, the parties agree as follows:

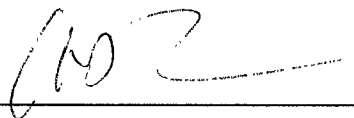
1. The terms of the Agreement shall be for a period of twelve (12) months, commencing April 1, 2017 and terminating March 31, 2018.
2. The parties agree that the total contract price of services to be provided by District, shall be the sum of Eighty-Five Thousand Dollars (\$85,000.00) payable to District, upon receipt of a signed City voucher.
3. District agrees to utilize Thirty-Five Thousand Dollars (\$35,000.00) of the funding provided via this agreement for direct and administrative costs for the purposes expressed in the Natrona County Conservation District FY16 Annual Report/FY17 Annual Plan as attached hereto and incorporated herein (Exhibit "A").
4. District agrees to utilize Fifty Thousand Dollars (\$50,000.00) of the funding provided via this agreement for the implementation of Selenium Control Best Management Practices throughout the watershed as expressed in the Natrona County Conservation District FY16 Annual Report/FY17 Annual Plan as attached hereto and incorporated herein (Exhibit "A").
5. District shall keep and maintain proper records, and shall make an annual financial report to City following the close of the Fiscal Year. District shall make quarterly reports to the City.
6. District agrees to comply with all applicable federal, state, and local laws and regulations and covenants not to discriminate or engage in any practice that has the effect of discriminating against any person on the basis of race, color, national origin, sex, age, or disability, in furnishing or by refusing to furnish to such person or persons the use of any facility or participation in any program including any and

all services, privileges, accommodations, and activities provided thereby. District agrees to give written assurances to City of steps taken to ensure an absence of discrimination against the participants in its programs and activities.

7. District agrees to procure and maintain public liability and property damage insurance in amounts not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), for any claimant for any number of claims arising out of a single transaction or occurrence. Five Hundred Thousand Dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence, and Fifty Thousand Dollars (\$50,000.00) for property damage coverage. All policies shall provide that they are primary coverage without any right of contribution from any other insurance policy or other sources of the City, and that they will not be cancelled without thirty (30) days prior written notice to City. District hereby agrees to provide the City with copies of said insurance policies and/or certificates of insurance attesting to said coverage upon the execution of this agreement. The intent of this section is to insure that sufficient funds are available to fully insure City for the full amounts of its potential liability under the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq. District hereby agrees to carry Workers' Compensation coverage for its employees in the amounts and limits as provided by Wyoming law with proof of coverage being provided the City as provided above.
8. District agrees to promptly pay, as they become due, all claims, debts, and charges, which it may incur as a result of the program herein contained, and shall hold and save City harmless of any such claims and debts.
9. The City and the District do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq., and the City and the District specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
10. This Agreement shall be binding upon the parties hereto, their respective successors, and assigns.

EXECUTED the day and year first set forth above.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESSETH:

NATRONA COUNTY  
CONSERVATION DISTRICT

Lisa Ogden  
\_\_\_\_\_  
By: 3-14-17

Andrew C. Anderson  
\_\_\_\_\_  
Andrew C. Anderson  
Chairman

# EXHIBIT "A"

## NATRONA COUNTY CONSERVATION DISTRICT

### ~ REALISTIC & PRACTICAL CONSERVATION AT A LOCAL LEVEL BY LOCAL PEOPLE

#### Water Quality —

- Collected & analyzed 216 water quality samples for total selenium concentration;
- Converted 22,834 feet of open irrigation canals to underground pipelines;
- Converted 371 acres of flood irrigated fields to efficient sprinkler systems;
- Successfully completed a field sampling audit through WACD and WDEQ;
- Annual Water Quality Reports continue to show a downward trend in levels of selenium in several of our tributaries.

#### Water Development & Rangeland Quality—

- Through the Small Water Project Program (SWPP), NCCD implemented one upland water development project, providing water for livestock and wildlife for over 5,800 acres. Preliminary work for two additional projects began in early 2016, to provide water to wildlife and livestock, and to minimize soil damage and excess erosion on streams and wetlands;
- Through the EQIP program, NRCS completed rangeland conservation planning on over 8,970 acres with landowners. Other rangeland projects included two solar water wells with stock tanks, providing water for 7,501 acres of rangeland;
- Partnered with Natrona County, UW Extension and NC Weed & Pest to assist 100 landowners affected by the Station Fire north of Casper. Submitted HMAG grant to FEMA for assistance in continued education, re-vegetation and reduction of flash fuels for future wildfire mitigation, replacement of permanent fencing and restoration of wildlife habitat;
- Completed six subdivision reviews for Natrona County and provided comments and suggestions for future land management within these subdivisions.

#### Educational Goals—

- Published 1000 Shelterbelt booklets, 1500 Selenium booklets and 1000 Small Acreage Pasture Management educational booklets for landowners and distributed them through our website, the mail, land visits, educational events, and the Home & Garden Show;
- Provided booklets, seminars, landowner visits, seedling trees and technical assistance to over 100 landowners affected by the Station Fire;
- Presented annual update to 35 elected officials ;
- Hosted a collaborative meeting with WDEQ personnel and 20 locally elected officials regarding potential upcoming selenium regulations;
- Conducted a field tour with WDEQ personnel of completed projects through the North Platte River Segment 1 319 grant, and viewed upcoming projects for Segment 2;
- Provided educational materials and technical assistance at the annual Home & Garden Show, and answered questions for over 2,000 residents.

#### Conservation Seedling Sales —

- Sold over 7,200 seedling trees to landowners to establish shelterbelts, wildlife habitat and living snow fences and wind breaks.



#### NCCD Priorities

- Overall Health of the Watershed
- Water Quality & Quantity
- Proper Soil Management
- Rangeland Quality
- Landowner Education & Technical Assistance
- Locally Led & Realistic Conservation
- Ongoing Partnership Development & Voluntary Landowner Participation
- Conservation Seedling Tree Sales

# FY2016 SUMMARY OF WORK

## WATER QUALITY

### North Platte River Watershed Project—Segment 1



The Natrona County Conservation District (NCCD) successfully completed the North Platte River Watershed Project Implementation Plan – Segment 1 Wyoming Department of Environmental Quality (WDEQ) 319 grant in the spring of 2016. During the course of this three-year project, and in coordination with participating landowners and irrigators, the Natural Resources Conservation Service (NRCS) and the Casper Alcova Irrigation District (CAID), 17 Best Management Practices (BMPs) were completed. A total of 726 acres were converted from flood to sprinkler irrigation, 29,569 feet of underground water conveyances were installed, replacing 35,519 feet of open ditch. These projects provided opportunities for partnership building between agencies, as well as landowners. The success of this collaborative project has caught the attention of the Natrona County Commissioners and the City of Casper, and they have now also partnered financially with NCCD to implement additional selenium reduction projects in the Kendrick Project Area.

In March of 2016, a special selenium meeting was coordinated and hosted by the NCCD. The 25 attendees included local legislators, City of Casper

officials, Natrona County Commissioners, and WDEQ personnel. The WDEQ had representatives from their Non-Point Source Program, TMDL, and regulatory divisions present to answer questions regarding future regulations that might affect every water user in the area.

The NCCD has presented information about this topic to local government officials since the inception of the North Platte River TMDL. Our newsletters and annual legislative breakfasts have been crucial to bringing all entities and agencies throughout Natrona County together in this effort. The City of Casper and Natrona County Commissioners have pledged to assist with the selenium reduction efforts with a financial contribution from each of \$50,000 annually for the next 4 years, thus greatly increasing the number of on-the-ground BMPs that can be implemented.

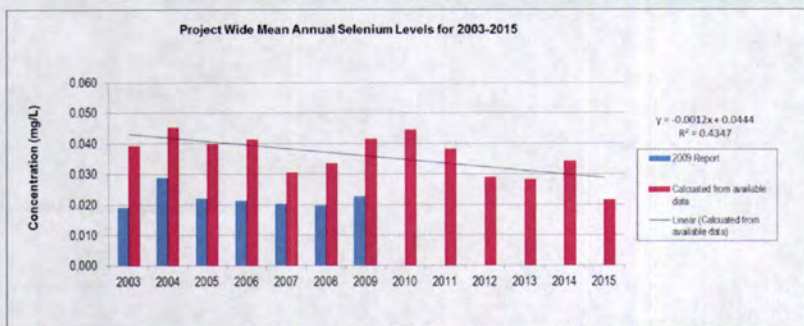
This project utilized \$711,380.00 of federal 319 funds, matched with \$613,890.00 local contributions, and an additional \$454,072.00 in federal EQIP funds. The water quality improvements due to these projects are evident in our annual water quality reports!

### Water Quality Monitoring

The NCCD has acquired water quality data from the North Platte River and several of its tributaries since 2001. Based upon the NCCD's WDEQ-approved Sampling and Analysis Plan, water quality sampling has been conducted monthly on 12-16 monitoring sites, depending upon the ice, receipt of landowner permissions or construction near the site restricting access. The annual water quality report was compiled for 2015 showing that the water quality data continues to support a trend in decreasing levels of total selenium in the North Platte River Watershed. The 2001 - 2014 monitoring data was integrated with validated 2015 data to plot graphs of mean annual selenium concentrations against time. The mean annual levels were analyzed at each monitoring station for significant trends with a 90% confidence level ( $\alpha = 0.10$ ).

These trend analyses indicate that statistically significant reductions in selenium levels are observed at the Poison Spring Creek (POSP), Poison Spider Creek (PSC1) and Johnson Reservoir Drain (JRD) monitoring stations [Apex, 2015]. There is a trend at Upper and Lower

North Platte River sites (NPR1 and NPR2) showing a decrease in selenium loads. In July of 2014, three additional monitoring sites (NPRRR, NPRPP, and NPRCR22) were added on the North Platte River to more effectively monitor changes in selenium concentration and load as tributaries enter the river through the project area. Statistical analysis will be completed in fall of 2016 and included in the 2016 Water Quality Report.





## Rangeland Quality Improvement



The NCCD, in partnership with landowners, Natrona County Weed & Pest, and NRCS, assisted in completing inventories, assessments, planning and identifying priority areas for BMP implementation on erodible upland areas and stream channels with bare soil or sparse vegetation. The

NCCD completed one water development project to assist in improving rangeland quality, with two additional projects that will be completed in the fall of 2016. The NRCS completed two EQIP rangeland projects during this time, with the guidance of the NCCD Board of Supervisors. These projects consisted of the installation of wells, pipelines and watering facilities to provide livestock and wildlife water for 13,301 acres, along with prescribed grazing plans. Livestock and wildlife water tanks lessen the impact of grazing on or near streams and draws, thus reducing erosion and stream bank degradation.

In partnership with NCCD, the NRCS provided rangeland conservation planning to landowners for over 8,970 acres of rangeland, focusing on the habitat of the Greater Sage-grouse.

## Providing Water for Livestock & Wildlife

Through the Small Water Project Program (SWPP), the NCCD, in partnership with Wyoming Water Development Commission (WWDC), NRCS and local landowners, completed a livestock/wildlife water source project in March of 2016, providing water for 5,641 acres. Two additional water development projects through the Small Water Project Program (SWPP) were started in 2016, with expected completion dates of December of 2016. Through the NRCS EQIP program, 2 well and water development projects were completed, providing water to livestock and wildlife to over 7,501 acres.



## Conservation Tree Sales

All we can say is wow! What a year for conservation seedling tree sales! The NCCD sold over 7,200 trees to local landowners to be used for shelterbelts throughout the county. These trees will provide shade, wind protection, wildlife habitat and erosion control for many years to come! A heartfelt thank you goes to the volunteers on tree-sorting day!





Pathfinder Dam Overflow 2016

LANDOWNER EDUCATION

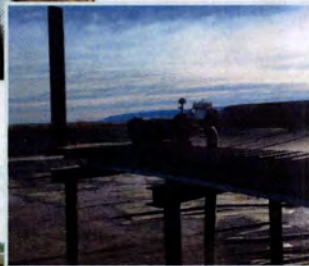
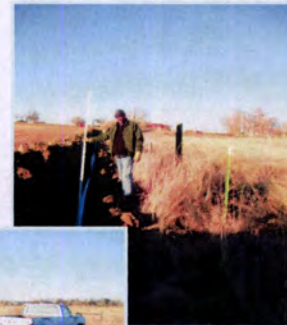
### Educational Accomplishments

With assistance from a Wyoming Department of Agriculture (WDA) Water Quality Grant, three newsletters were mailed to elected officials in Natrona County regarding the projects that the NCCD is implementing. In addition, three educational brochures were published, including 1,000 Shelterbelt Booklets, 1,500 Selenium Management Booklets, and 1,000 Small Acreage Pasture Management Booklets. These educational booklets are distributed during landowner visits, through the USDA office, during educational events, and through the mail, as well as made available on our website. All booklets have an emphasis on the overall health of the watershed.

The NCCD hosts an Annual Legislative Breakfast for local elected officials, city and town officials, and other agency representatives that NCCD works with regularly. This breakfast has grown substantially in the recent years, with almost 40 attendees in December of 2015. This meeting provides an annual educational format to share information regarding NCCD's projects, the latest water quality data, and allows for discussion between all parties interested in the water quality and conservation efforts of the NCCD.

Educational presentations were given throughout the winter at events specifically provided for the landowners affected by the Station Fire in September of 2015. Participants were given information about re-seeding, fencing, tree re-establishment, and other topics that were of interest. Most meetings were attended by 40-50 landowners.

PROJECT PICS



# MOVING FORWARD- ANNUAL PLAN FY2017

## North Platte River Project— Segment 2

The goal of both segments of the North Platte River Project is to restore beneficial uses to the North Platte River and its tributaries by 2024 through implementing the recommended best management practices (BMPs) from the TMDL. Segment 2 is a 3-year project that will actively promote, implement, and monitor recommended BMPs and their effects in critical selenium areas on irrigated and non-irrigated lands. The NCCD, in partnership with CAID, irrigators, NRCS and WWDC will be continuing to line or pipe irrigation water conveyances, convert flood-furrow systems to sprinklers, and promote irrigation scheduling on critical selenium areas.

The target of NCCD during Segment 2 is to provide plans, designs and certified BMP installations on 50,000 linear feet of conveyances and 7,000 flood-furrow irrigated acres within the Kendrick Watershed Pro-



ject over the course of this grant. While participation in the cost share program is always voluntary on the landowner's part, informational letters have been sent to over 100 landowners to increase awareness and interest in implementing a project in our high selenium, high priority areas. The NCCD will also continue to partner with CAID and NRCS to implement projects. Through EQIP, NRCS is expecting to convert an additional 107 acres to sprinkler irrigation and install over 3,450 feet of pipeline to replace open ditches.

*"The goal of the North Platte River Project is to restore beneficial uses to the North Platte River by 2024."*

## Water Quality Sampling & Analysis Plan

Monthly water quality sampling will continue throughout the year in the Middle North Platte Watershed, with another 225 samples to be analyzed for total selenium by a

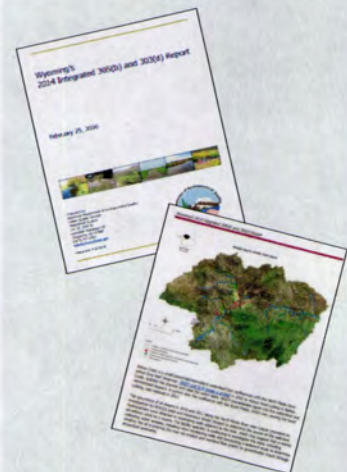
certified environmental laboratory. This information will be integrated with previously acquired data to once again analyze the trends in the selenium concentration in the watershed, based upon the BMPs that have been implemented in our high priority areas. In FY2017, the NCCD's Water Quality Sampling and Analysis Plan (SAP) will be amended to account for the addition of two more sampling sites on the North Platte River. The District will obtain landowner permission to access these new sampling sites, according to the State of Wyoming trespass laws passed in 2015.



## Impaired Waters - WDEQ's 303(d) List

Working closely with Wyoming Department of Environmental Quality (WDEQ), the NCCD would like to see the North Platte River delisted from the Impaired Waters 303(d) list. Between 2001 and March of 2016, there have been only 3 exceedances of the current WDEQ/WQD/EPA selenium concentration standard of 0.005mg/L recorded from the North Platte River. The WDEQ will review the data in more depth in the fall of 2016 to determine whether or not to proceed with efforts to de-list the North Platte River. The BMP implementation efforts to reduce selenium transportation in the high priority tributaries of the North Platte River have had a direct result in selenium reductions overall in the Middle North Platte River Watershed.

Wyoming's 2014 Integrated 305 (b) and 303(d) Report can be found at [www.nccdwyoming.com](http://www.nccdwyoming.com).





WATER DEVELOPMENT

## Small Water Project Program

The NCCD started two water development projects in early 2016 that will be completed by the end of the year. One project includes a solar well and pipeline to serve three stock/wildlife tanks. This project will supply water to over 5,426 acres and take the grazing pressure off of the South Fork of Casper Creek and its surrounding wetland areas. The second project includes a spring development with pipeline to serve three stock/wildlife tanks. This project will supply water to over 1,160 acres and minimize any potential damage done to the springs in the area by livestock and wildlife.

Several additional landowners have expressed interest in implementing SWPP projects in the Middle North Platte River Watershed. The NCCD will act as a sponsor of these water development projects if they are beneficial to the range, the wildlife and the livestock in the watershed.



PRIORITY AREAS

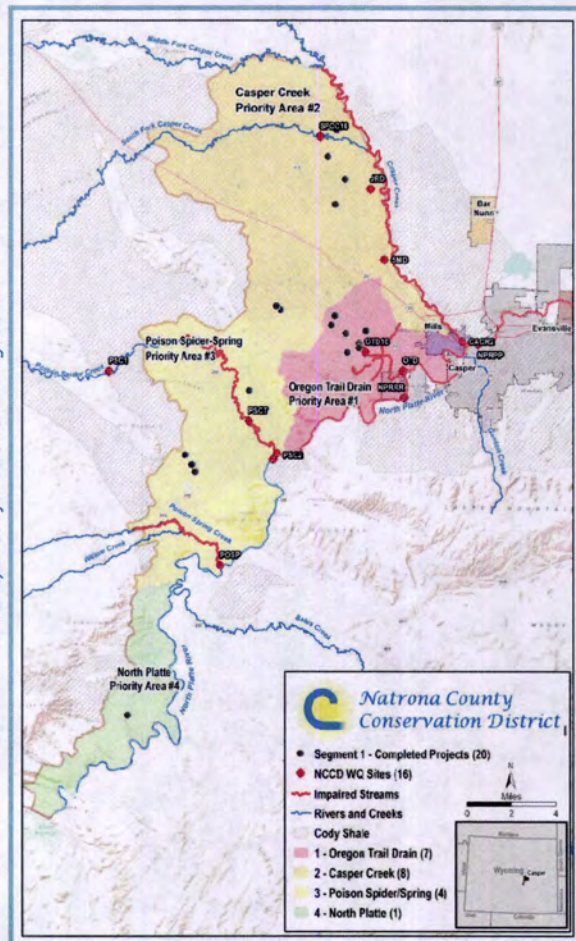
## Selenium Mitigation Projects

Selenium (Se) is a naturally occurring element found in various forms in nearly every part of the world. In Natrona County, the geological occurrence of selenium is most often associated with the Cody Shale, which underlies much of Casper and the surrounding area (as shown in map). Selenium is essential for life, but an overabundance of selenium can have serious toxic effects with long term exposure.

The projects that are implemented by the NCCD are focused on minimizing the transport of selenium in our watershed, in order to protect our wildlife and the health of our entire watershed. Science has proven that improvements in irrigation conveyance and delivery minimizes selenium transportation.

With years of water quality data and results of the Total Maximum Daily Load (TMDL), priority areas have been defined where the selenium concentrations are the highest within the Kendrick Project Area. Projects are selected and implemented based upon the landowner applications and the priority areas established.

Priority Areas for Selenium Mitigation



IMPROVING RANGELAND

## Healthy Range...Healthy Watershed

Realizing that healthy rangeland and the overall health of the watershed goes hand in hand, the NCCD Board of Supervisors works closely with the NRCS District Conservationist to develop and approve rangeland conservation plans and grazing plans with landowners. The efforts taken today to conserve our resources help to ensure future generations are left with viable and productive land.

Good land stewardship is the responsibility of large landowners and small landowners alike. The NCCD assists all landowners with proper land management techniques for the preservation of rangeland of all sizes.



With the increasing numbers of rural subdivisions and change of land use from agricultural production to small acreage properties, the NCCD presents the Natrona County Commissioners with subdivision reviews that provide a close look at the soil types, slopes and any specific land concerns for subdivision requests submitted to the County. Approximately 6 subdivision reviews are submitted annually to assist the Commissioners with their decisions regarding a proposed subdivision.

SHELTERBELTS

## Conservation Seedling Tree Program

Shelterbelt is a generic term that encompasses wind breaks and living wind breaks, snow fences and living snow fences. All perform the same basic function—reduce the damage or problems created by wind.

Shelterbelts can be used for wind break, wildlife habitat, or livestock protection, and increase the aesthetics and value of property.

The NCCD sells bare-root conservation seedling trees and shrubs at an affordable price for establishing shelterbelts. Trees sold by the District include Cottonwoods, Caragana, Buffaloberry, Cherry species,

Crabapple, Honeysuckle, Lilac, Maple and Oak species, Willows species, and many others. Over the past five years, the NCCD has provided landowners with over 25,000 seedling trees!

Advice and educational materials regarding tree selection and planting techniques are available through the District throughout the year.



LANDOWNER EDUCATION

## Education

The NCCD provides an educational website and provides booklets and flyers to assist landowners, homeowner groups, or other agencies with answers to conservation questions.

Presentations are given throughout the year by the NCCD District Manager on topics of interest to the community, oftentimes in partnership with other agencies. The NCCD staffs an informational booth at the Central Wyoming Home and Garden Show in March of each year. Approximately 2,000 residents pass through the booth with questions and the staff and board members are there with answers.

Natrona County School District, homeowner's groups, agencies and other public organizations utilize the District personnel for conservation topic presentations throughout the year.



## Natrona County Conservation District

The Natrona County Conservation District (NCCD) is led by a publically-elected Board of Supervisors who have a common interest in local conservation and can offer realistic and viable solutions for environmental concerns in Natrona County. The District's base operations are funded annually by both the City of Casper and Natrona County, and water quality funding from the Wyoming Department of Agriculture.

All Best Management Practices (BMPs) are funded through grants as well as contributions from the City of Casper and Natrona County, matched by landowner cash contributions for each project. Grants have been received from both the Wyoming Department of Environmental Quality and Wyoming Department of Agriculture.



Len Bob Richard Kenny  
Lisa Andy Tammy  
The NCCD's present Board of Supervisors, District Manager and NRCS District Conservationist.



**Natrona County Conservation District**  
5880 Enterprise Drive, Suite 100  
Casper, Wyoming 82609

Phone: 307-261-5436, Ext. 5592  
E-mail: lisa.ogden@wy.naccdnet.net

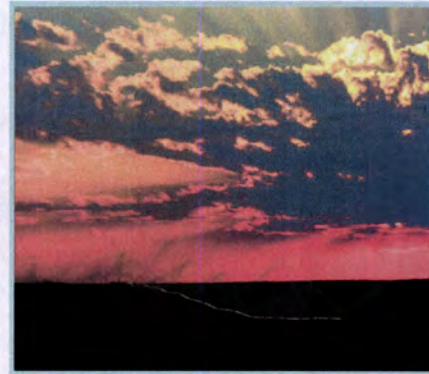
[www.nccdwyoing.com](http://www.nccdwyoing.com)

## LOCAL DECISIONS

### Realistic & Local Conservation

Natrona County's landowners depend upon the NCCD and the NRCS to provide them with technical assistance for conservation issues and questions. The NCCD, along with the NRCS, will continue to implement Best Management Practices to ensure the long term sustainability of Natrona County's natural resources.

The NCCD Board of Supervisors apply locally-led, realistic conservation while preserving the customs, livelihoods, and ways of life that Natrona County residents now enjoy.



*"Locally-led , realistic conservation while preserving the customs, livelihoods and ways of life..."*

## FINANCIAL REPORT

	FY2016 Actual	FY2017 Budget
<b>Non-Reserved Cash on Hand (Beginning of FY)</b>	\$ 2,424	\$ 18,795
<b>Revenues</b>		
Local (City of Casper, Natrona County)	\$ 95,000	\$ 66,500
State (Wyoming Dept of Agriculture)	\$ 13,088	\$ 12,706
Retail Sales (Conservation Seedlings)	\$ 14,299	\$ 10,000
Grants Obtained by NCCD	\$ 414,479	\$ 366,592
Selenium Project Funds	\$ 95,000	\$ 81,678
Interest	\$ 75	\$ 102
<b>Subtotal</b>	\$ 631,941	\$ 537,578
Cash Rollover from Restricted Reserves	\$ 49,161	\$ 153,437
<b>Total Rollover &amp; Revenue</b>	\$ 681,102	\$ 691,015
<b>Total Available Cash &amp; Revenues **</b>	<b>\$ 683,526</b>	<b>\$ 709,810</b>
<b>Expenditures</b>		
Administration (Office Overhead)	\$ 76,558	\$ 72,315
Operations (BMPs, Retail Supply Costs)	\$ 422,777	\$ 554,178
Indirect (Payroll Taxes, Insurance)	\$ 12,518	\$ 17,630
<b>Subtotal</b>	\$ 511,853	\$ 644,123
Debts Outstanding	\$ 559	
<b>Total Expenditures</b>	\$ 511,294	\$ 644,123
<b>Balance after Expenditures</b>	<b>\$ 172,232</b>	<b>\$ 65,687</b>
<b>Reserves</b>		
Increase in Emergency Reserves		\$ 25,000
Increase in Capital Reserves		\$ 2,500
Increase in Restricted Reserves (PrePaid Grants)	\$ 153,437	\$ 35,000
<b>Total Reserves</b>	\$ 153,437	\$ 62,500
<b>General Fund at end of FY</b>	\$ 18,795	\$ 3,187

\*\* Not Including Emergency Reserves [\$25,000] & Capital Reserves [\$12,500]



## Natrona County Conservation District

5880 Enterprise Drive, Suite 100 • Casper, Wyoming 82609 • 307-261-5436, ext. 5592

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Tuesday, March 21, 2017

City of Casper  
Attn: Mayor Humphrey  
200 N. David  
Casper, WY 82601

**RE: FY2018 Funding Request from the Natrona County Conservation District**

Dear Mayor Humphrey and Casper City Council Members:

Natrona County Conservation District (NCCD) respectfully requests that the Casper City Council Members approve the "Funding Agreement between the City of Casper and the Natrona County Conservation District", for the amount of Eighty-Five Thousand Dollars (\$85,000) for fiscal 2018. As stated in the agreement, Thirty-Five Thousand Dollars (\$35,000) will be utilized for direct and administrative costs, while Fifty Thousand Dollars (\$50,000) will be utilized for implementation of Selenium Control Best Management Practices throughout the watershed.

With the city's annual contribution to NCCD's direct and administrative funding, and combined with an annual match from Natrona County, the NCCD is able to employ a full time District Manager to carry out the duties of the NCCD. These administrative funds allow for landowner and conservation project assistance, and educational programs throughout the community. A very important consideration is that the City's contributions function as "cash match" for obtaining grants in order to implement conservation projects within the County. Per the attached budget overview, the City's return on investment is apparent, with these grants and project funds being utilized for "on the ground" local conservation projects that affect both soil and water quality in our watershed. And these financial figures do not even include the landowner financial contributions for projects.

The annual "Selenium Control Best Management Practices" funding was initiated with FY2017 funding, with a potential City of Casper contribution of \$50,000 per year for a period of four years. This continued funding will be utilized to continue implementing selenium reduction projects within the Kendrick Watershed. The NCCD Board of Supervisors made the decision to utilize the "Selenium Control" funding for large pipeline projects that are in the selenium-rich priority areas as listed in the TMDL Implementation Plan, and serve multiple irrigation water users. Working closely with Casper Alcova Irrigation District (CAID), several priority pipeline projects were reviewed and prioritized. From this process, the NCCD has entered into a cost share contract with CAID to replace over 6,620 feet of open ditch with underground pipeline in the Poison Spider Creek watershed. The total estimated cost of the project is \$361,400, and the NCCD has obligated \$100,000 of "Selenium Control" funding towards the completion of the pipeline. The City and County "Selenium Control" funding administered through the NCCD allowed CAID to obtain further funding through the Wyoming Water Development Commission to complete this important pipeline project. The NCCD is awaiting the approval of City "Selenium Control"

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*"Conserving natural resources for our future"*

[www.nccdwyoming.com](http://www.nccdwyoming.com)



## Natrona County Conservation District

5880 Enterprise Drive, Suite 100 • Casper, Wyoming 82609 • 307-261-5436, ext. 5592

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fiscal 2018 funds to complete a cost-share contract with CAID to install an additional 3,800 feet of pipeline within the Casper Creek watershed. Both of these projects will be completed in the fall of 2017. There are four other CAID pipeline projects awaiting implementation if the matching funds are available in coming years.

In the month of March, the NCCD Board of Supervisors approved three new selenium mitigation projects (private landowners and with cost share funding from a WDEQ 319 grant) converting 80 acres of flood irrigated land to sprinkler irrigation, as well as installing 1,680 feet of pipeline, replacing open ditches. There are four additional landowners that have applied for cost share funding, and are awaiting a decision from the Board of Supervisors. While these projects are seemingly small in relative size to the entire irrigation district, please see the attachment showing a correlation of the irrigation improvements over the years to the water quality data.

These projects not only reduce the amount of selenium being transported to the North Platte River, but are also a means of conserving a tremendous amount of water. Along with the conservation benefits, crop production increases, thus creating a larger tax base, which benefits both the City of Casper and Natrona County.

While we understand that everyone is dealing with budget constraints, the NCCD Board of Supervisors respectfully requests that the City of Casper approve the Funding Agreement for the full \$85,000, so that the District can continue to serve the constituents and put realistic conservation projects on the ground, improve the health of our watershed, and have a financial means of obtaining project grants through match moneys.

Sincerely,

Lisa Ogden  
District Manager

Attachments: (2)



**Natrona County Conservation District  
Revenue & Expenditures FY2010 - FY2017**

REVENUES	FY2010 Actual	FY2011 Actual	FY2012 Actual	FY2013 Actual	FY2014 Actual	FY2015 Actual	FY2016 Actual	FY2017 Budget	
<b>Government Support:</b>									
Wyoming State Dept of Agriculture (Annual Base WQ Funding)	\$ 8,848	\$ 8,824	\$ 8,824	\$ 8,824	\$ 8,824	\$ 8,824	\$ 8,824	\$ 8,824	Overall City & County Investment
Wyoming State Dept of Agriculture - Biennium Lab Funds for WQ	\$ 6,345		\$ 5,125		\$ 4,264		\$ 4,264	\$ 3,882	
Casper City Council (Annual Base Administrative Funding)	\$ 25,000	\$ 12,500	\$ 12,500	\$ 25,000	\$ 25,000	\$ 25,000	\$ 35,000	\$ 35,000	
Natrona County Commissioners (Annual Base Administrative Funding)	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 35,000	\$ 35,000	\$ 31,500	
Historic Trails RC&D (Contractual Bookkeeping Duties)	\$ 3,560	\$ 3,825	\$ 4,460	\$ 1,025	-	-	-	-	
<b>Total Government Support</b>	<b>\$ 68,753</b>	<b>\$ 50,149</b>	<b>\$ 55,909</b>	<b>\$ 59,849</b>	<b>\$ 63,088</b>	<b>\$ 68,824</b>	<b>\$ 83,088</b>	<b>\$ 79,206</b>	
<b>Operation Revenues:</b>									
Gross Retail Sales - Trees/Polymer/Groundcover	\$ 5,597	\$ 7,635	\$ 7,666	\$ 11,931	\$ 11,807	\$ 8,645	\$ 14,299	\$ 10,000	
<b>Project Funding/State/Federal Grants (Total Grant Awarded):</b>									
Central Wyoming Fairgrounds 319 Grant	\$ 74,101	-	-	-	-	-	-	-	Total Grant/Project Funds Awarded NCCD w/Selenium Funding
Wyoming Game & Fish Bates Creek Project	\$ 4,686	-	-	-	-	-	-	-	
Natrona County Commissioners - Prairie Dog CRM (Project \$)	\$ 25,000	-	-	-	-	-	-	-	
Kendrick Implementation 319 Grant 2005-2011 (\$74,000)	-	-	\$ 47,409	-	-	-	-	-	
Dept of Ag. Water Quality Grant 2011-2012 (\$29,168)	-	\$ 29,769	-	-	-	-	-	-	
NPRWPIP - 319 Grant 2012-2015 (\$735,437)	-	-	-	\$ 73,760	\$ 147,338	\$ 125,802	\$ 364,480	-	
NPRW Segment 2 - 319 Grant 2015-2017 (\$399,058)	-	-	-	-	-	-	-	\$ 284,700	
Dept of Ag. Water Quality Grant 2013-2014 (\$30,000)	-	-	-	\$ 30,000	-	-	-	-	
Dept of Ag. Water Quality Demo. Grant 2013-2014 (\$20,000)	-	-	-	\$ 20,000	-	-	-	-	
Dept of Ag. Water Quality Grant 2015-2016 (\$30,000)	-	-	-	\$ 20,000	-	-	\$ 30,000	-	
Wyoming Water Dev't Commission (Small Water Project Program - SWPP)	-	-	-	-	-	-	\$ 19,999	\$ 70,000	
<b>Total Project Funding/State/Federal Grants</b>	<b>\$ 103,787</b>	<b>\$ 29,769</b>	<b>\$ 47,409</b>	<b>\$ 143,760</b>	<b>\$ 147,338</b>	<b>\$ 125,802</b>	<b>\$ 509,479</b>	<b>\$ 436,378</b>	
<b>Miscellaneous:</b>									
Interest	\$ 252	\$ 110	\$ 98	\$ 94	\$ 105	\$ 97	\$ 75	\$ 102	
WyRed Registration	-	\$ 2,300	\$ 1,545	-	-	-	-	-	
UAA Reimbursement of Costs	-	\$ 5,825	\$ 201	-	-	-	-	-	
Area IV Meeting Payments (Fall 2013)	-	-	-	-	\$ 850	-	-	-	
<b>Total Miscellaneous</b>	<b>\$ 252</b>	<b>\$ 8,235</b>	<b>\$ 1,844</b>	<b>\$ 94</b>	<b>\$ 955</b>	<b>\$ 97</b>	<b>\$ 75</b>	<b>\$ 102</b>	
<b>TOTAL REVENUES</b>	<b>\$178,389</b>	<b>\$ 95,788</b>	<b>\$ 112,828</b>	<b>\$ 215,634</b>	<b>\$ 223,188</b>	<b>\$ 203,368</b>	<b>\$ 606,941</b>	<b>\$ 525,686</b>	
<b>EXPENDITURES</b>									
<b>Administrative Costs</b>	\$ 83,280	\$ 88,372	\$ 57,498	\$ 49,971	\$ 63,609	\$ 64,219	\$ 76,558	\$ 72,314	
(ie Payroll, Board Mileage, Accounting, Office Supplies & Equipment)									
<b>Operational Costs</b>	\$ 41,921	\$ 23,529	\$ 23,440	\$ 68,746	\$ 191,607	\$ 158,382	\$ 422,777	\$ 554,178	
(ie. Staff Travel & Training, Educational Programs & Materials, Retail Costs, Best Management Practices, Cost Share Programs, Advertising)									
<b>Indirect Costs</b>	-	\$ 5,680	\$ 5,920	\$ 5,854	\$ 9,377	\$ 12,035	\$ 12,518	\$ 17,630	
(ie. Insurance Costs, Indirect Payroll Costs, WC, UI, FICA, WRS)									
<b>TOTAL EXPENDITURES</b>	<b>\$125,201</b>	<b>\$117,581</b>	<b>\$ 86,858</b>	<b>\$ 124,571</b>	<b>\$ 264,593</b>	<b>\$ 234,636</b>	<b>\$ 511,853</b>	<b>\$ 644,122</b>	

## Best Management Practices (BMPs)

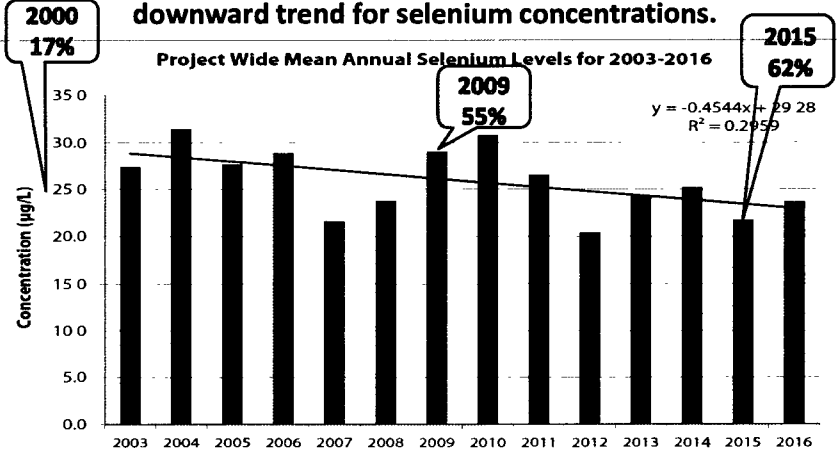
(i.e. Project Implementation)

In 1995, only **10%** of the irrigated fields in the Kendrick Project Area were irrigated by sprinklers. The remaining were irrigated with traditional flood irrigation.

Irrigation Type	System Type	Acres in 2000	Percent Total	Acres in 2009	Percent Total	2000 - 2009 Percent Change	Acres in 2015	Percent Total	2009 - 2015 Percent Change	2000 - 2015 Percent Change
<b>Sprinkler</b>										
<b>2000 17%</b>	Center Pivot	2,938.7	12.0	10,145.0	47.3	<b>2009 55%</b>	11,070.6	50.2	<b>2015 62%</b>	
	Side Roll	979.6	4.0	1,097.3	5.1		2,041.3	9.3		
	Sprinkler	244.9	1.0	520.0	2.4		523.9	2.4		
	Hand Line	N/A	N/A	5.0	0.02		7.0	0.03		
	<b>Total</b>	<b>4,163.2</b>	<b>17.0</b>	<b>11,767.3</b>	<b>54.8</b>		<b>37.9</b>	<b>13,642.8</b>		
<b>Flood/Furrow</b>										
	Flood (wild)	N/A	N/A	N/A	N/A		5,219.9	23.7		
	Flood (gated)	N/A	N/A	N/A	N/A		3,194.6	14.5		
	<b>Total</b>	<b>20,325.9</b>	<b>83.0</b>	<b>9,685.9</b>	<b>45.1</b>	<b>(37.9)</b>	<b>8,414.5</b>	<b>38.1</b>	<b>(7.0)</b>	<b>(44.9)</b>
	<b>Total Acres</b>	<b>24,489.0</b>	<b>100.0</b>	<b>21,453.3</b>	<b>100.0</b>		<b>22,057.3</b>	<b>100.0</b>		

## Mean Annual Selenium Levels 2003-2016

The data analysis has continued to show an overall steady downward trend for selenium concentrations.



RESOLUTION NO. 17-56

A RESOLUTION AUTHORIZING A FUNDING AGREEMENT  
BETWEEN THE CITY OF CASPER AND THE NATRONA  
COUNTY CONSERVATION DISTRICT.

WHEREAS, the City of Casper has entered into previous funding agreements with the Natrona County Conservation District each year from 1993 through 2016; and,

WHEREAS, the Conservation District, through its programs, will provide benefits to the City of Casper; and,

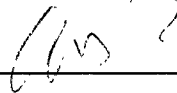
WHEREAS, the City of Casper desires to enter into a new funding agreement with the Natrona County Conservation District.

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 funding agreement between the City of Casper and the Natrona County Conservation District in an amount not to exceed Eighty-Five Thousand Dollars (\$85,000).

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to make verified partial payments to the project as prescribed by the contract for a total amount not to exceed Eighty-Five Thousand Dollars (\$85,000).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


\_\_\_\_\_  
Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

April 11, 2017

**MEMO TO:** Liz Becher, Interim City Manager 

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

**SUBJECT:** Authorizing a Contract for Professional Services with Civil Engineering Professionals, Inc., for the North McKinley Street Railroad Underpass Drainage Repairs Project No. 15-35

**Meeting Type & Date:**

Regular Council Meeting  
4/18/2017

**Action Type:**

Resolution

**Recommendation:**

That Council, by resolution, authorize a contract for professional services with Civil Engineering Professionals, Inc. (CEPI), for an engineering study, design services, bidding, and construction administration for the North McKinley Street Railroad Underpass Drainage Repairs Project No. 15-35, in the amount of \$136,225.00.

**Summary:**

The North McKinley Street railroad underpass and lift station are located within Burlington Northern and Santa Fe Railway (BNSF) and City of Casper right-of-ways along North McKinley Street. The existing storm sewer within the underpass and immediately south of the underpass was constructed in 1982. The lift station was also constructed in 1982 and has received upgrades in 2010, which included new submersible pumps, controllers, electrical, valves, and internal lift station piping.

Currently, the existing storm sewer within the underpass does not convey storm water effectively. The trench drains to the north and south of the underpass collect excessive silt and debris, and the 15-inch pipe is undersized for storm water conveyance. Both have caused several issues for the City of Casper including flooding, traffic restrictions and maintenance difficulties.

Because of the need for storm water improvements in this area, this professional services agreement includes a study of the existing storm water collection and piping, lift station, lift station pumps, wet well capacity, and downstream force main. Included in this contract is the design for the replacement of the pavement, inlets, and underground utilities. CEPI will also prepare construction plans and specifications in order to solicit bids, and provide construction administration services during construction. Construction administration includes site observation, construction staking, material testing, processing pay applications, and the development of record drawings.

Five (5) proposals were received in response to the Request for Proposals for the above work. Three (3) of the firms were shortlisted and interviewed based on qualifications, team management/organization, ability of firm to recognize design opportunities in the project, demonstrated design experience, willingness to meet time requirements, and community involvement. Of the firms interviewed, CEPI demonstrated the highest level of expertise in storm water evaluation and infrastructure design and improvements.

**Financial Considerations**

Funding for the project will be from Optional One Cent #15 funds allocated for the McKinley Street Underpass.

**Oversight/Project Responsibility**

Alex Sveda, Associate Engineer

**Attachments**

Memo, Resolution, Agreement

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of \_\_\_\_\_, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Civil Engineering Professionals, Inc. (CEPI) 6080 Enterprise Drive, Casper, Wyoming, 82609 ("Consultant").

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

### RECITALS

A. The City is undertaking a project to design and install storm water improvements near the McKinley Street Underpass, located in Casper, Wyoming.

B. The project requires professional services for the design, bidding and construction management for the McKinley Street Underpass Railroad Underpass Storm Water Repairs, Project No. 15-35.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project and with regard to the North McKinley Street Railroad Underpass in Casper, Wyoming (otherwise known as the "Site", which includes all existing storm sewer infrastructure within the bounds and limits of East "C" Street from North Jefferson Street to North Jackson Street, and extending North, and encompassing the Burlington Northern Santa Fe Railway (BNSF) right-of-way, to East "F" Street from North Jefferson Street to North Jackson Street, including main/ lateral piping, Lift Stations, pumps, catch basins, wet wells and force mains/lateral piping):

A. Design Phase

1. Technical Memo No. 1:

- a. The Consultant shall provide Technical Memo No. 1, which shall include the following:
  - i. A detailed Site evaluation of the existing conditions and a review of the history of the location and previous projects and gathering information from all the City of Casper, Burlington Northern Santa Fe Railway (BNSF), Wyoming Department of Transportation (WYDOT), previous employees of Howard Needles Tammen & Bergendoff (HNTB) and other stakeholders.
  - ii. A hydraulic analysis and detailed evaluation of the Existing (if improvements were to be implemented without any other upstream or downstream SWMP-recommended storm water storm sewer system upgrades occurring) Site storm water flows and potential future storm sewer modifications and improvements. The evaluation shall include an update to the existing storm water hydraulic model and runoff flows for this area to include the existing Site storm sewer infrastructure and hydraulic calculations.
  - iii. An analysis identifying and modelling of potential Site improvements alternatives.
  - iv. An analysis of the Future (if improvements were to be implemented with all upstream or downstream SWMP-recommended storm water storm sewer system upgrades occurring) improvements outlined in the SWMP and their impacts to the Site in conjunction with the potential Site improvements alternatives as well as the timing and priority of each recommended alternative.

2. Technical Memo No. 2:

- a. The Consultant shall provide Technical Memo No. 2, which shall include the following:
  - i. An evaluation of the potential Site improvements alternatives from Technical Memo No. 1, which shall include the pros and cons of each alternative with the analysis of maintenance, preliminary cost estimates, constructability, coordination with

BNSF and WYDOT, and effectiveness of improvements based upon hydraulic model results for each of the potential Site improvements alternatives.

- ii. Consultant-recommended Site improvements alternative and construction phasing for any critical Future improvements.
3. Technical Memo No. 3:
  - a. The Consultant shall provide Technical Memo No. 3, which shall include the following:
    - iii. Conceptual design of the Consultant-recommended Site improvements alternative, after Owner's approval, with a detailed cost estimate. This shall also include detailed construction phasing and sequencing, and a preliminary schedule for the work.
4. The Consultant shall conduct field investigations and surveys as necessary to verify existing conditions, including, but not limited to, existing roadway widths, utility locations, right-of-way, topographic data, surface elevations, and Site features. Consultant shall obtain as-built/record drawings of the underpass structure to utilize with the improvements of this project.
5. The Consultant shall coordinate with Owner all specific project requirements and other work related to the project.
6. The Consultant shall coordinate with utility providers for their utility relocations and/or upgrades.
7. The Consultant shall check with materials suppliers and contractors for specific construction costs and materials availability.
8. The Consultant shall include alternate materials for piping in design.
9. The Consultant shall prepare a project cost estimate when plans are approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement. A pdf plan set AND three (3) hard copy plan sets shall be provided to Owner at 50% completion AND 90% completion, with meetings scheduled with City personnel at each milestone.
10. The Consultant shall meet with Owner representatives during the course of preparing drawings and specifications to discuss the status of the project.



Consultant shall prepare and distribute minutes of all progress meetings.

11. The Consultant shall design and permit the proposed construction in accordance with all applicable Federal, State, Local laws and regulations and shall meet BNSF (<http://www.bnsf.com/communities/faqs/permits-real-estate/>) permits and requirements.
12. The Consultant shall attend any special meetings with the City Manager or City staff, relating to the performance of this Contract, and shall provide the City with weekly written progress reports, accompanying partial payment requests. Progress reports shall include personnel utilization and associated time applied to the project, in addition to an itemization of expenses. As a minimum, weekly progress meetings shall be attended by the Consultant and the City.
13. The Consultant shall meet the requirements of BNSF or other pertinent authorities having jurisdiction for design and construction, and assist the City of Casper with all communications and coordination in meeting said requirements for design and construction.

#### B. Construction Drawings

1. The Consultant shall provide construction drawings containing sufficient detail and information to determine construction costs and to construct the improvements. With permission of the Owner, "Half size" (11"X 17") plan sheets may be used, provided all information on the drawings is legible.
2. Consultant shall prepare plans and specifications. Plan and profile sheets shall consist of an appropriate horizontal scale and vertical scale, indicating the proposed improvements and utility locations. The Consultant shall provide detail sheets as necessary.
3. Plan information shall include parcel lines; rights-of way; existing and proposed easements; existing and proposed alignments of storm sewer lines; existing alignments of water and sanitary sewer lines; existing underground utilities; relocation of any non-storm sewer underground utilities; length and grade of pipes in plan/profile view; pipe materials and sizes; locations of manholes, valves, and fire hydrants; and any relative asphalt or concrete limits.
4. Profile information shall include depths of underground utilities and alignments of proposed utilities. Proposed underground utilities shall include grades, stationing, and lengths.

5. Consultant shall provide the Owner four (4) copies of the preliminary construction drawings and project manuals for review at fifty percent (50%) AND at ninety percent (90%) completion. Consultant shall then provide four (4) copies of corrected construction drawings, for approval prior to project advertising. The approved corrected drawings shall be delivered to the Owner two (2) weeks prior to project advertising.
6. Final design drawings shall be in computer-aided drafting AND pdf format. Digital format shall be compatible with AutoCAD Release 2015, or earlier and sealed by a Professional Engineer licensed in the State of Wyoming. With permission of the Owner, "Half size" sheets (11" x 17") may be used provided all information on the sheets is legible.
7. The Consultant shall coordinate all AutoCAD requirements to ensure 100% compatibility with the Owner's CAD system.
8. Consultant shall provide the City Engineering Office a copy of final drawings of the Project in AutoCAD AND pdf format, as required by Municode 16.16.020, on one set of compact discs (CD) labeled as "*Final Design Drawings – North McKinley Street Railroad Underpass Drainage Repairs Project No. 15-35*".
  - a. All AutoCAD .dwg materials generated by the chosen consultant shall utilize the Natrona Regional Geospatial Cooperative (NRGC) standard template. The template may be obtained through either of the following links:
    - i. <http://www.casperwy.gov/cms/one.aspx?pageId=87224>
    - ii. [ftp://Csprftp\\_CoCST:C0C\\$T1f!9@ftp1.casperwy.gov/CoCST/CoCST.zip](ftp://Csprftp_CoCST:C0C$T1f!9@ftp1.casperwy.gov/CoCST/CoCST.zip)

C. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the stormwater improvements and installations.
2. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
3. The Consultant shall prepare a Project Manual to include the following:
  - a. Technical Specifications.
  - b. Bid Schedule to accompany the Owner's Bid Form.
  - c. Edit "front end" documents of the Project Manual supplied by the

City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final typing. After typing by the Owner, Consultant shall incorporate them into the Project Manual.

4. The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

D. Subconsultants.

1. The Consultant shall procure any necessary sub-consultant to complete the work.
2. The Owner and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).

E. Advertising and Bidding Phase

1. The Consultant shall use QuestCDN for advertising, making plans and specifications available, distributing addenda and distributing bidding results. The Consultant shall acquire a login and password from the City of Casper Engineering Office and shall set up the project and include information for advertising on QuestCDN and Casper local newspapers.
2. The Consultant shall send advance notice of the project to interested Bidders.
3. Consultant shall provide the edited "front end" documents in digital form to Owner two (2) weeks prior to project advertisement.
4. The Consultant shall send Bidding Documents to plan centers located in Billings, Denver, Cheyenne, and Casper.
5. The Consultant shall arrange for and conduct a pre-bid conference ten (10) days prior to the bid opening. The consultant shall take minutes of the meeting and distribute them to all plan holders.

6. The Consultant shall prepare Addenda, if necessary, to modify the Bidding Documents and distribute to all plan holders at least seven (7) days prior to the bid opening.
7. The Consultant shall assist the City in opening, tabulating, and evaluating bids.
8. The Consultant shall provide a written opinion to the City Engineering Office, stating a recommendation for awarding the bid.

F. Documents, Materials, and Work Furnished by the City.

1. Complete SWMP (available upon request).
2. Contract front-end documents.
3. As-builts of existing infrastructure and relevant sections of the SWMP. A pdf copy of the full SWMP Final Report is available on the City of Casper's ftp site. Please contact the City Engineering Office for access information.

G. Construction:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.
2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Consultant will deliver not more than three (3) copies of the Contract

Documents to the successful bidder.

3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
  - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full time assistant (or as agreed) at the site to assist Consultant and to provide continuous observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner informed of the progress of the Work. The RPR and the assistant will be on site for an average of eight (8) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.
  - b. The RPR will be Consultant's agent or employee and under Consultant's supervision. The duties and responsibilities of the RPR are set forth in "Exhibit C, Duties, Responsibilities and Limitation of Authority of Resident Project Representative".
  - c. RPR visits and observation:
    1. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to

other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

2. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.
- d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.
  - e. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the digital time stamp. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.
  - f. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, and minutes of the progress meetings.
  - g. During construction, progress meetings to include Owner's representative, Consultant, Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and

for circulating the minutes to all attendees within four (4) days following the meeting.

- h. In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.
5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:
  - a. Establish horizontal and vertical control for construction.
  - b. All staking will be done once, and Contractor(s) will be responsible for additional staking at his cost.
6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner.
8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

10. Inspection and Tests. Consultant shall provide material testing as specified in the Contract Documents.
11. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
  - a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of



construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.
14. Walk-Through. Consultant shall conduct a walk-through to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable.
15. Record Drawings. Consultant shall provide the Owner one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). **Within thirty (30) days after Substantial Completion,** Consultant shall submit one (1) paper copy of 11"x 17" record drawings to Owner, as required by Municode 16.16.020 and Section B.8 of this Contract. Consultant shall also provide to Owner a copy of record drawings of the Project in AutoCAD AND .pdf digital format compatible with the Owners system, labeled as "Record Drawings - North McKinley Street Railroad Underpass Drainage Repairs Project No. 15-35."
16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public

complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.

17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.
18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.B.1 through I.B.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in this Contract.

2. TIME OF PERFORMANCE:

The Design Services of the Consultant shall be undertaken and completed on or before the 19th day of May 2017.

The Construction Drawings, Project Manual, Subconsultant and Advertising and Bidding Phase Services of the Consultant shall be undertaken and completed on or before the 15th day of September 2017.

The Construction Phase Services of the Consultant shall be undertaken and completed on or before the 15th day of December 2017.

The Warranty Period Inspections Services of the Consultant shall be undertaken and completed on or before the 15th day of December 2018.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Thirty Six Thousand Two Hundred Twenty-Five 00/100 Dollars (\$136,225.00). The cost breakout for Consultant's Services is further described in Exhibits "A" and "B", which are attached and hereby made a part of this Contract.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

**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



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**--END OF PAGE 14 OF 22--**

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS

CONSULTANT  
CEPI

By: *Sami Herdt*

By: *Robert Bennett*

Printed Name: Sami Herdt

Printed Name: ROBERT BENNETT

Title: Office Manager

Title: PRESIDENT

--END OF PAGE 15 OF 22--

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subconsultants, agents, representatives, or employees.**

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty

Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision



applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

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

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subconsultants.

10. *Special Risks or Circumstances*

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

- E. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Consultant and any subconsultant thereof.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



February 10, 2017

Mr. Alex Sveda, PE, Associate Engineer  
City of Casper Engineering Department  
200 North David  
Casper, Wyoming 82601

RE: Fee Proposals – North McKinley Street Railroad Underpass Stormwater Repairs  
Project No. 15-35

Dear Mr. Sveda:

Civil Engineering Professionals, Inc. (CEPI) is pleased to provide this letter and the attached detailed cost breakdown to serve as our price proposal for North McKinley Street Railroad Underpass Stormwater Repairs Project.

Our fee encompasses the task detailed in the RFP and our proposal; it includes the complete design, permitting, and construction administration. Our total proposed project fee is \$136,225.00.

Included in our design fee is the Technical Memoranda. Our proposed fee for the Technical Memoranda is \$29,950. As detailed in our proposal, the Technical Memoranda holistically analyzes the Saint Mary's Street Outfall, which we feel is extremely valuable to this project to ensure the necessary improvements are constructed and planned for the future. The costs associated with the Technical Memoranda are well worth it, and they could potentially provide significant cost savings in the long term.

It is difficult to prepare a fee for this project, since the scope may change based upon the outcome of the Technical Memoranda. We based our fee on the scope of services provided in the RFP with the additional Technical Memoranda and for a construction project with an estimated construction cost of \$600,000. Our fee proposal does not include fees associated with BNSF as they are difficult to estimate at this time. If the scope of work changes based upon the outcome of the Technical Memoranda we will negotiate any fee and scheduling amendments in a fair and reasonable manner.

If you have any questions regarding our fee proposal, please feel free to contact me. We look forward to the opportunity to interview for this project and further discuss our team and our approach to performing the work.

Sincerely,  
**Civil Engineering Professionals, Inc.**

A handwritten signature in black ink, appearing to read "Nicholas Larsen", written over a horizontal line.

Nicholas Larsen, Project Manager

**ENGINEERING FEE**

**North McKinley Street Railroad Underpass Stormwater Repairs Project**

Task No.	Description	Total Hours	Rate	Expenses	Total Cost
1	Conceptual Design and Tech Memos				
	CEPI				
	Project Manager/Engineer (PE)	40	\$ 125.00		\$ 5,000.00
	Design Engineer	200	110.00		\$ 22,000.00
	Survey Manager		105.00		\$ -
	AutoCAD/Engineering Technician	20	75.00		\$ 1,500.00
	Survey Crew	10	145.00		\$ 1,450.00
	Administrative/Secretarial		50.00		\$ -
	Strata				\$ -
	Total Task 1				\$ 29,950.00
2	Project Documents - 50% & 90%				
	CEPI				
	Project Manager/Engineer (PE)	20	\$ 125.00		\$ 2,500.00
	Design Engineer	100	\$ 110.00		\$ 11,000.00
	Survey Manager		\$ 105.00		\$ -
	AutoCAD/Engineering Technician	40	\$ 75.00	\$ 800.00	\$ 3,800.00
	Survey Crew	20	\$ 145.00	\$ 1,200.00	\$ 4,100.00
	Administrative/Secretarial		\$ 50.00		\$ -
	Strata			\$ 5,000.00	\$ 5,000.00
	Lower			\$ 5,000.00	\$ 5,000.00
Total Task 2				\$ 31,400.00	
3	Project Documents - 100%				
	CEPI				
	Project Manager/Engineer (PE)	10	\$ 125.00		\$ 1,250.00
	Design Engineer	20	\$ 110.00		\$ 2,200.00
	Survey Manager		\$ 105.00		\$ -
	AutoCAD/Engineering Technician	20	\$ 75.00	\$ 400.00	\$ 1,900.00
	Survey Crew		\$ 145.00		\$ -
	Administrative/Secretarial		\$ 50.00	\$ 300.00	\$ 300.00
	Strata				\$ -
	Total Task 3				\$ 5,650.00
4	Cost Estimates				
	CEPI				
	Project Manager/Engineer (PE)		\$ 125.00		\$ -
	Design Engineer	10	\$ 110.00		\$ 1,100.00
	Survey Manager		\$ 105.00		\$ -
	AutoCAD/Engineering Technician		\$ 75.00		\$ -
	Survey Crew		\$ 145.00		\$ -
	Administrative/Secretarial		\$ 50.00		\$ -
	Strata				\$ -
	Total Task 4	260			\$ 1,100.00

5	Meetings and Coordination				
	CEPI				
	Project Manager/Engineer (PE)	5	\$ 125.00		\$ 625.00
	Design Engineer	5	\$ 110.00		\$ 550.00
	Survey Manager		\$ 105.00		\$ -
	AutoCAD/Engineering Technician		\$ 75.00		\$ -
	Survey Crew		\$ 145.00		\$ -
	Administrative/Secretarial		\$ 50.00		\$ -
	Strata				\$ -
	Total Task 5				\$ 1,175.00
6	Bidding Phase				
	CEPI				
	Project Manager/Engineer (PE)	10	\$ 125.00	-	\$ 1,250.00
	Design Engineer	30	\$ 110.00	-	\$ 3,300.00
	Survey Manager	-	\$ 105.00	-	\$ -
	AutoCAD Technician	10	\$ 75.00	200	\$ 950.00
	Survey Crew		\$ 145.00		\$ -
	Administrative/Secretarial	10	\$ 50.00	750	\$ 1,250.00
	Strata			-	\$ -
	Total Task 6				\$ 6,750.00
7	Construction Phase				
	CEPI				
	Project Manager/Engineer (PE)	20	\$ 125.00	-	\$ 2,500.00
	Design Engineer	40	\$ 110.00	1,550	\$ 5,950.00
	Survey Manager	-	\$ 105.00	-	\$ -
	Engineering Technician	400	\$ 75.00	3,500	\$ 33,500.00
	Survey Crew	50	\$ 145.00	1,000	\$ 8,250.00
	Administrative/Secretarial	-	\$ 50.00		\$ -
	Strata			10,000	\$ 10,000.00
	Total Task 7				\$ 60,200.00
	CEPI				
	Project Manager/Engineer (PE)	105	\$ 125.00	-	\$ 13,125.00
	Design Engineer	405	\$ 110.00	1,550	\$ 46,100.00
	Survey Manager	-	\$ 105.00	-	\$ -
	AutoCAD Technician	490	\$ 75.00	4,900	\$ 41,650.00
	Survey Crew	80	\$ 145.00	2,200	\$ 13,800.00
	Administrative/Secretarial	10	\$ 50.00	1,050	\$ 1,550.00
	Strata			15,000	\$ 15,000.00
	Lower			5,000	\$ 5,000.00
	Total Tasks				\$ 136,225.00

EXHIBIT C  
TO  
CONTRACT FOR PROFESSIONAL SERVICES

DUTIES, RESPONSIBILITIES, AND LIMITATIONS  
OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

Consultant shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Consultant in observing performance of the work of Consultant(s). The duties and responsibilities of the RPR are limited to those of Consultant in Consultant's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant and Contractor keeping Owner advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR.

1. Schedules. Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison.
  - a. Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples.
  - a. Record date of receipt of Shop Drawings and samples.
  - b. Receive samples which are furnished at the site by Contractor, and notify Consultant of availability of samples for examination.
  - c. Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
  
5. Review of Work, Rejection of Defective Work, Inspections, and Tests.
  - a. Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty, or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests are conducted in the presence of appropriate personnel, and observe, record, and report to Consultant appropriate details relative to the test procedures.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.
  
6. Interpretation of Contract Documents. Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
  
7. Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendation to Consultant. Transmit to Contractor decisions as issued by Consultant.

8. Records.

- a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. To the extent permitted by RPR's presence on the site in accordance with Paragraph 4 of the Agreement, keep a diary or logbook, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- c. Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major suppliers of materials and equipment.

9. Reports.

- a. Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and Schedule of Shop Drawing and sample submittals.
- b. Consult with Consultant in advance of scheduled major tests, inspections, or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to Consultant and Owner upon the occurrence of any accident.

10. Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.



11. Completion.

- a. Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of Consultant, Owner, and Contractor and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority.

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Consultant.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specially authorized by Consultant.

RESOLUTION NO. 17-57

A RESOLUTION AUTHORIZING A CONTRACT FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE NORTH MCKINLEY STREET RAILROAD UNDERPASS DRAINAGE REPAIRS.

WHEREAS, the City of Casper desires to secure an engineering firm to provide an engineering study, design, bidding and construction services for the North McKinley Street Railroad Underpass Drainage Repairs Project; and,

WHEREAS, Civil Engineering Professionals, Inc., is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Civil Engineering Professionals, Inc., in the amount of One Hundred Thirty Six Thousand Two Hundred Twenty-Five 00/100 Dollars (\$136,225.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds throughout the project as prescribed by the agreement, for a total amount not to exceed One Hundred Thirty Six Thousand Two Hundred Twenty-Five 00/100 Dollars (\$136,225.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

April 13, 2017

**MEMO TO:** Liz Becher, Interim City Manager

*eb*

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

*AS*

**SUBJECT:** Authorizing an Agreement with Western Plains Landscaping, LLC, dba 3 Cord Construction for the Construction of the Mike Sedar Pool Cover, Project No. 17-016.

**Meeting Type & Date:**

April 18, 2017 Regular Council Meeting.

**Recommendation:**

That Council, by resolution, authorize a contract with Western Plains Landscaping, LLC, dba 3 Cord Construction, for the Mike Sedar Pool Cover, Project No. 17-016, in the amount of \$59,000.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$500.00, for a total project amount of \$59,500.00.

**Summary:**

On Tuesday, March 14, 2017, one (1) bid was received for the installing a pool cover for Mike Sedar Pool. The bid was as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>TOTAL BASE BID</u>
<b>3 Cord Construction</b>	<b>Casper, WY</b>	<b>\$59,000.00</b>

The new Mike Sedar Pool was opened in June 2016. This project includes procuring and installing an anchored pool cover to protect Mike Sedar Pool from debris, sun and ice damage. The pool has what is known as a ‘Diamond Brite’ finish, a blend of colored quartz aggregates and polymer-modified cement. While providing a durable and attractive finish, the surface must be submersed under water to maintain the liners structural integrity and appearance. The cover on the pool will not only protect the pool surface from gathering debris over the winter time, but will also prevent access to the pool should kids or adults jump the perimeter fence.

The estimated construction cost from City Engineering was \$60,000, and construction is scheduled to be completed by September 29, 2017.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As only one bid was received, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper’s website ([www.casperwy.gov](http://www.casperwy.gov)).

**Financial Considerations**

Funding for this project will be from Budgeted Current Revenue of the One Cent #15 Optional Sales Tax Fund.

**Oversight/Project Responsibility**

Alex Sveda, Associate Engineer

**Attachments**

Memo, Resolution, Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Western Plains Landscaping, LLC, dba 3 Cord Construction, 3040 Allendale Boulevard, Casper, Wyoming, 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires an anchored pool cover for Mike Sedar Pool.

WHEREAS, the Contractor is able and willing to provide those services specified as the Mike Sedar Pool Cover, Project No. 17-016.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Mike Sedar Pool Cover, Project No. 17-016, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by September 22, 2017 and ready for final payment in accordance with Article 14 of the General Conditions by September 29, 2017. Substantial Completion will be accepted once all work has been completed and successfully integrated into facility operations as intended. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. It is anticipated that the Mike Sedar Pool facility will remain open to the public until September 10, 2017.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollars (\$100.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within

the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Fifty Dollars (\$50.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Lump Sum Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Fifty-Nine Thousand and 00/100 Dollars (\$59,000.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Base Bid only contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4 of the Bid Form and BS-1 of the Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
  - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit

policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-4 of the Bid Form and BS-1 of the Bid Schedule).
- 8.4 Addenda Number: Two (2) Addenda.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of ten (10) sections.
- 8.10 Special Provisions consisting of two (2) Drawing "Sheets".
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:
- Mike Sedar Pool Cover, Project No. 17-016**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.



ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

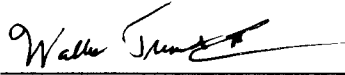
Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**--END OF PAGE SFA-5--**

APPROVED AS TO FORM:  
(Mike Sedar Pool Cover, Project No. 17-016)

  
\_\_\_\_\_

CONTRACTOR:

Western Plains Landscaping, LLC dba 3 Cord  
Construction

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Tracey L. Belser  
Title: City Clerk

Kenyne Humphrey  
Title: Mayor

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION:      City of Casper  
Mike Sedar Pool Cover  
Project No. 17-016

THIS BID SUBMITTED TO:              City of Casper  
200 North David Street  
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by September 22, 2017 as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by September 29, 2017, in accordance with the Bidding Documents. It is anticipated that the Mike Sedar Pool facility will remain open to the public until September 10, 2017.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>    1    </u>	Dated <u>2-15-17</u>
Addendum No. <u>    2    </u>	Dated <u>2-28-17</u>
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

BF-1

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 59,000.00

TOTAL BASE BID, IN WORDS: Fifty - Nine Thousand <sup>00</sup>/<sub>100</sub>  
DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Itemized Bid Schedule.
  - C. Copy of Certificate of Residency, if bidding as Wyoming Resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 3 Cord Construction  
3040 Allendale BLVD  
Casper, WY 82601

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on 3-7-17, 2017.

BF-2

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

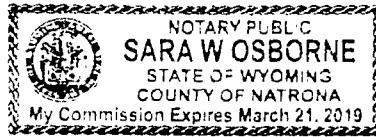
Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Western Plains Landscaping DBA 3 Cord Construction (seal)  
(Corporation's or Limited Liability Company's Name)

Wy  
(State of Incorporation or Organization)

By: J.D. Jesse Snell (seal)  
Owner  
(Title)



(Seal)

Attest: Sara W Osborne

Business Address: 3 Cord Construction  
3040 Allendale BLVD  
Casper, WY 82401

Phone Number: 307-331-0073

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**BID SCHEDULE**  
**Mike Sedar Pool Cover**  
**Project No. 17-016**

COMPANY NAME: Western Plains Landscaping DBA 3 Cord Construction  
 ADDRESS: 3040 Allendale BLVD  
Casper, WY 82601

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum    R&R = Remove and Replace    LF = Linear Feet    F&I = Furnish and Install    R&R - Remove and Replace  
 SY = Square Yard    FA = Force Account    CY = Cubic Yard    EA = Each

BASE BID SCHEDULE						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (In numerals)	UNIT COST (In words)	TOTAL COST
1	F&I Mike Sedar Pool Cover	LS	1	\$59,000.00	Forty-Nine Thousand 3 <sup>00</sup> / <sub>100</sub>	\$59,000.00

**RESOLUTION NO. 17-58**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTERN PLAINS LANDSCAPING LLC, DBA 3 CORD CONSTRUCTION, FOR THE MIKE SEDAR POOL COVER.**

WHEREAS, the City of Casper desires to procure and install an anchored pool cover for the new Mike Sedar Pool; and,

WHEREAS, Western Plains Landscaping LLC, dba 3 Cord Construction, is able and willing to provide those services specified as the Mike Sedar Pool Cover, Project No. 17-016; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Hundred Dollars (\$500.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Western Plains Landscaping LLC, dba 3 Cord Construction, for those services, in the amount of Fifty-Nine Thousand and 00/100 Dollars (\$59,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Fifty-Nine Thousand and 00/100 Dollars (\$59,000.00), and Five Hundred and 00/100 Dollars (\$500.00) for a construction contingency account, for a total price of Fifty-Nine Thousand Five Hundred and 00/100 Dollars (\$59,500.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Hundred Dollars (\$500.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.



APPROVED AS TO FORM:

(Western Plains Landscaping, LLC, dba 3 Cord Construction – Mike Sedar Pool Cover)



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

---

Kenyne Humphrey  
Mayor

April 10, 2017

**MEMO TO:** Liz Becher, Interim City Manager . *LB*

**FROM:** Andrew Beamer, Public Services Director *AB*  
Dan Coryell, Parks Manager  
Beth Address, Keep Casper Beautiful Coordinator

**SUBJECT:** Passing a Resolution to Accept a \$5,000 Trails Grant from Keep America Beautiful to Build a Nature Trail Located on City Property North of Crossroads Park.

**Meeting Type & Date**  
Regular Council Meeting  
4/18/17

**Action type**  
Resolution

**Recommendation**  
That Council, by resolution, authorize acceptance of a grant from Keep America Beautiful, in the amount of \$5,000, to be used to build a nature trail on City property between Crossroads Park and the National Historic Trails Center.

**Summary**  
In mid-February, staff applied for a grant through Keep America Beautiful called the Community Trails Grant. Keep America Beautiful (KAB), is a nationwide non-profit organization that promotes litter control and public beautification projects. The purpose of the grant is to enhance community environments through trail building. The grant also had eligibility requirements, which Keep Casper Beautiful meets (a KAB certified affiliate in good standing).

The City of Casper is repairing the asphalt trail that runs from the Events Center to Crossroads Park. A new, dolomite looped trail will be built that connects the paved path to the National Historic Trails Center. The trail will have interpretative signage regarding native plants, animals, and local history. The signage will be developed by Keep Casper Beautiful, representatives from the Trails Center, and local volunteers. The path dirt work will be performed by Parks Division staff and volunteers will install signage and perform native seeding around the trail.

The grant requires no cash or in-kind match. The funds must be spent by October 2017, and a one page final report must also be sent by November 2017.

### **Financial Considerations**

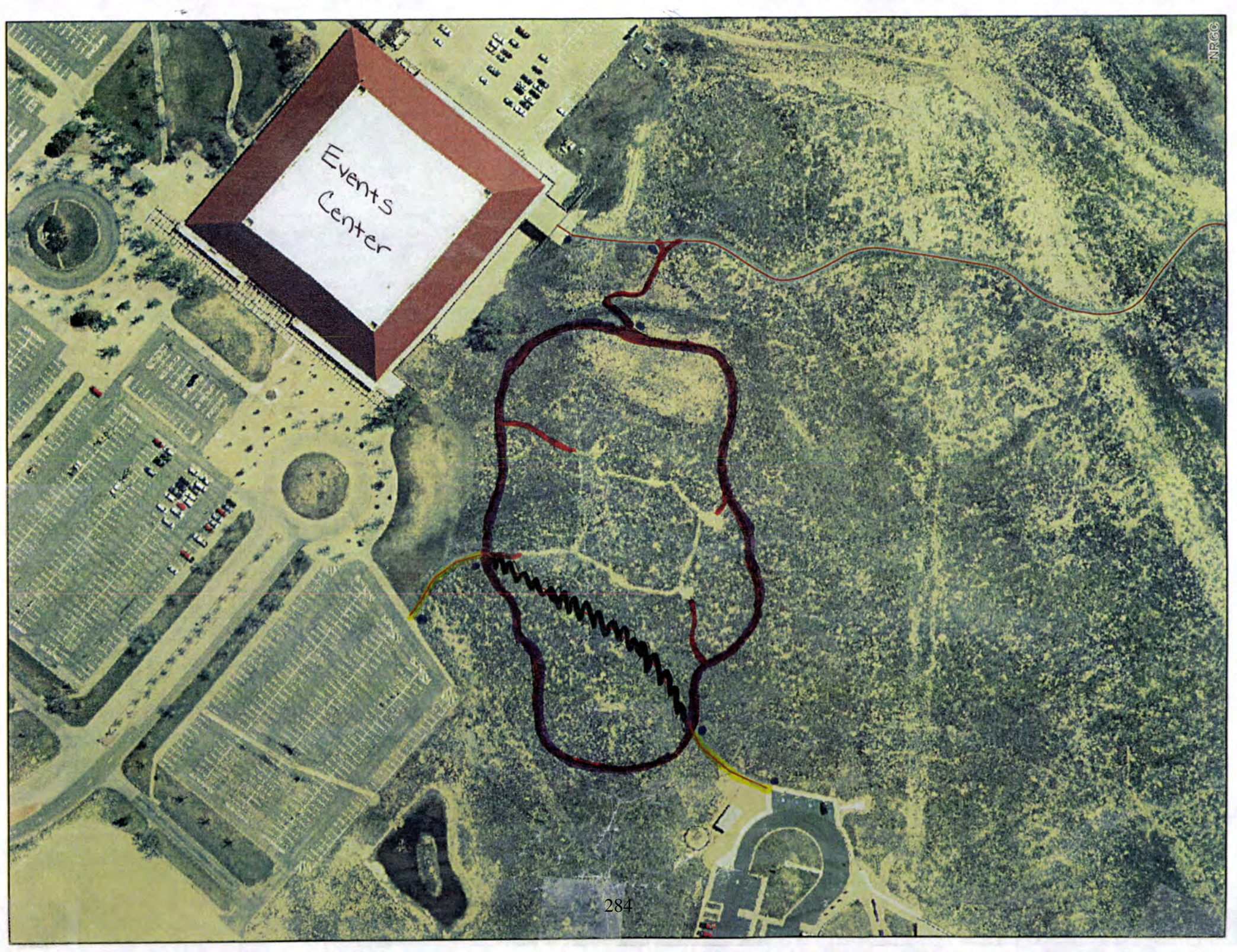
The trail project is expected to cost \$5,000. The grant will cover \$5,000 of the cost. The grant is a one-time fund and no future funding will be required. The project is funded with Unbudgeted Unanticipated Revenue of the General Fund.

### **Oversight/Project Responsibility**

The project will be overseen by Beth Andress, Keep Casper Beautiful Coordinator, Public Services Department.

### **Attachments**

A Resolution is attached.



Events  
Center

RESOLUTION NO.17-59

A RESOLUTION AUTHORIZING ACCEPTANCE OF A TRAILS GRANT FROM KEEP AMERICA BEAUTIFUL.

WHEREAS, the City of Casper seeks to enhance recreational activities for visitors and residents; and,

WHEREAS, the City of Casper has been approved for a grant from Keep America Beautiful, in the amount of Five Thousand Dollars (\$5,000); and;

WHEREAS, the City of Casper desires to accept these funds, to be used for the building of a nature trail on City property north of Crossroads Park.

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 accepting a trails grant from Keep America Beautiful, in the amount of Five Thousand Dollars (\$5,000).

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

March 15, 2017

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

**FROM:** Andrew Beamer, P.E., Public/Leisure Services Director   
Andrew Colling, Engineering Tech

**SUBJECT:** Authorizing an Agreement with Dana Kepner of Wyoming, Inc., and Waterworks Industries, Inc. for the 2017 CPU Materials Procurement, Project No. 17-002.

**Meeting Type & Date:**

April 18, 2017 Regular Council Meeting.

**Recommendation:**

That Council, by two (2) separate resolutions, authorize agreements with Dana Kepner of Wyoming, Inc., in the amount of \$41,702.64 and Waterworks Industries, Inc., in the amount of \$19,878.00 for the 2017 CPU Materials Procurement, Project No. 17-002, for a total amount of \$61,580.64.

**Summary:**

On Wednesday, March 15, 2017, two (2) bids were received for the 2017 CPU Materials Procurement. The bid results are as follows:

Bid Schedule	Description	Dana Kepner of Wyoming	Waterworks Industries
I	PVC Pipe	\$10,754.00*	\$11,970.00
II	Service Saddles	\$6,922.11	\$6,554.00*
III	Resilient-Seated Gate Valves	\$3,886.97*	\$4,353.00
IV	Copper & Polyethylene Tubing, Curb & Corp Stops, and Appurtenances	\$10,510.92*	\$11,543.60
V	Extension Curb Boxes	\$13,150.00*	\$13,530.00
VI	Valve Boxes and Lids	\$3,400.75*	\$3,705.00
VII	PVC Pressure Fittings	\$2,590.02	\$2,466.00*
VIII	Tracer Wire & Ground Clamps	\$2,514.70	\$2,185.00*
IX	Ductile Iron Fittings	\$294.12	\$273.00*
X	Fire Hydrants	\$8,998.09	\$8,400.00*
	<b>TOTAL BID AMOUNTS</b>	\$63,022.09	\$64,979.60
	<b>TOTAL RECOMMENDED AWARD AMOUNTS</b>	<b>\$41,702.64</b>	<b>\$19,878.00</b>

\*Recommended award amount

Each year, bids are solicited for waterworks materials to be used by the Public Utilities Division, for in-house water main replacement projects and water distribution system maintenance. The procurement documents allow each specified bid schedule to be awarded separately to the lowest bidder for that schedule.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As both bidders were considered in-state, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

**Financial Considerations**

Funding for this project will be from Budgeted Current Revenue of the Water Fund.

**Oversight/Project Responsibility**

Andrew Colling, Engineering Tech

**Attachments**

Memo, Resolutions, Agreements

STANDARD  
PROCUREMENT AGREEMENT  
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2017, between the City of Casper, hereinafter referred to as the "Owner," and Dana Kepner Company of Wyoming, Inc., 1820 South Loop Avenue, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

**2017 CPU Materials Procurement**

The following Special Services are required: Provide specific items identified in Exhibit "A" - Bid Form.

Bid Schedule I – PVC Pipe; Bid Schedule III – Resilient-Seated Gate Valves; Bid  
Schedule IV – Copper & Polyethylene Tubing, Curb & Corp Stops and Appurtenances;  
Bid Schedule V – Extension Curb Boxes; Bid Schedule VI – Valve Boxes and Lids

ARTICLE 2. ENGINEER.

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

ARTICLE 3. POINT OF DELIVERY.

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

Casper Public Utilities Garage  
1600 Wyoming Boulevard  
Casper, WY 82604



#### ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.
- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance of delivery on, or within a period of thirty (30) calendar days subsequent to the Procurement Contract date.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollar(s) (\$200.00) for each day that expires after the time specified in Paragraph 4.1 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

#### ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Forty-One Thousand Seven Hundred Two and 64/100 Dollars (\$41,702.64). See Exhibit "A" - Bid Form and Bid Schedule.

#### ARTICLE 6. PAYMENT PROCEDURES.

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

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
  - 6.1.1 Upon receipt and approval of Shop Drawings and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.

6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

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

#### ARTICLE 7. INTEREST.

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

#### ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.

8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.

8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

#### ARTICLE 9. PROCUREMENT DOCUMENTS.

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

9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).

9.2 Exhibit "A" - Bid Form (BF-1 to BF-4), Bid Schedule (BS-1 to BS-3)

- 9.3 Addenda. None
- 9.4 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.5 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3, inclusive).
- 9.6 Procurement Specifications bearing the title "2017 CPU Materials Procurement", the contents as listed in the Table of Contents thereof.
- 9.7 Notice of Award.
- 9.8 Documentation submitted by Contractor prior to Notice of Award.
- 9.9 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.10 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.11 Minutes of Pre-Bid meetings, if any.

#### ARTICLE 10. MISCELLANEOUS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

Walker  
\_\_\_\_\_

CONTRACTOR:

ATTEST:

Dana Kepner of Wyoming, Inc.  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Tracey L. Belser  
Title: City Clerk  
\_\_\_\_\_

Kenyne Humphrey  
Title: Mayor  
\_\_\_\_\_

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: **City of Casper**  
**2017 CPU Materials Procurement, Project 17-002**

THIS BID SUBMITTED TO: City of Casper  
Public Services Department  
Public Utilities Division  
200 North David Street  
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with the City in the form included in the Procurement Documents and to furnish the Goods as specified or indicated in the Procurement Documents for the Contract Price, within the Contract Time, in accordance with the Procurement Documents, and with Article 4 of the Procurement Agreement.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Procurement Documents and submit the other documents required by the Procurement Documents within thirty (30) days after the date of Owner's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Procurement Agreement, that:

A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No.                     *none*                     Dated                     *per Andrew 3-14-17*                    

Addendum No.                      Dated                     

B. Bidder has examined the site and locality where the Goods are to be furnished, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or furnishing the Goods and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person or business entity; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person or business entity to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City; and,

5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS: (from Bid Schedule Page 3 of 3) \$ 63,022.09

TOTAL BASE BID, IN WORDS: Sixty-three thousand twenty-two  
dollars and nine cents DOLLARS

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.

8. Communications concerning this Bid shall be addressed to:

Address of Bidder: Dena Kepner Company of Wyoming, Inc.  
1820 S. Loop Ave.  
Casper, WY 82601

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on march 15, 2017.

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Dana Kepper Company of Wyoming, Inc (seal)  
(Name)

Wyoming  
(State of Incorporation or Organization)

By: Sherry Ludwig (seal)  
President

(Seal)  Sarah Osborn

Attest:

Business Address: 1820 S. Loop Ave

Casper, WY 82601

Phone Number: 307-235-1300

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

---

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)





DANA KEPNER COMPANY OF WYOMING, INC  
 1820 N. SOUTH LOOP AVENUE  
 INTERSTATE INDUSTRIAL PARK  
 CASPER, WYOMING 82601  
 (307) 235-1300 • (800) 442-3023  
 www.DanaKepner.com

**2017 CPU MATERIALS PROCUREMENT**  
**PROJECT 17-002**  
**BID SCHEDULE**  
**March 2017**

BID SCHEDULE I - PVC PIPE		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	8" PVC Pipe	LF	1900	\$ 5.46	\$ 10,754.00
TOTAL BID SCHEDULE I:					\$ 10,754.00
TOTAL IN WORDS: <i>TEN THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS AND ZERO CENTS</i>					

BID SCHEDULE II - SERVICE SADDLES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" X 2"	EA	1	\$ 118.97	\$ 118.97
2	8" X 3/4"	EA	20	\$ 122.05	\$ 2441.00
3	8" X 1"	EA	30	\$ 123.17	\$ 3695.10
4	12" X 1"	EA	4	\$ 166.76	\$ 667.04
TOTAL BID SCHEDULE II:					\$ 6922.11
TOTAL IN WORDS: <i>SIX THOUSAND NINE HUNDRED TWENTY-TWO DOLLARS AND ELEVEN CENTS</i>					

BID SCHEDULE III - RESILIENT SEATED GATE VALVES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" R.S. Gate Valve (Push On x Push On with Restraining Hubs)	EA	3	\$ 664.47	\$ 1993.41
2	8" R.S. Gate Valve (Push On x Push On with Restraining Hubs)	EA	2	\$ 946.78	\$ 1893.56
TOTAL BID SCHEDULE III:					\$ 3886.97
TOTAL IN WORDS: <i>THREE THOUSAND EIGHT HUNDRED EIGHTY-SIX DOLLARS AND NINETY-SEVEN CENTS</i>					

BID SCHEDULE IV - COPPER & POLYETHYLENE TUBING, CURB AND CORP STOPS, & APPURTENANCES		UNIT	QUANTITY	UNIT PRICE <sup>SL</sup>	TOTAL
1	3/4" Copper Tubing (60' Rolls) <i>(120 Feet)</i>	EA	2	\$ <del>2.90</del> <sup>174.00</sup>	\$ 348.00
2	1" Class 200 Polyethylene Pipe (100' Rolls) <i>(600 Feet)</i>	EA	6	\$ <del>45.00</del> <sup>45.00</sup>	\$ 270.00
3	1" Curb Stop (Cts x Cts)	EA	20	\$ 76.34	\$ 1526.80
4	1-1/2" Curb Stop (Cts x Cts)	EA	2	\$ 182.68	\$ 365.36
5	3/4" x 1" Curb Stop (Cts x Cts)	EA	20	\$ 55.11	\$ 1102.20
6	2" Curb Stop (Cts x Cts)	EA	4	\$ 256.81	\$ 1027.24
7	3/4" Corp Stop (CC x Cts)	EA	60	\$ 25.08	\$ 1504.80
8	1" Corp Stop (CC x Cts)	EA	50	\$ 37.92	\$ 1896.00
9	1-1/2" Corp Stop (CC x Cts)	EA	2	\$ 109.33	\$ 218.66
10	2" Corp Stop (CC x Cts)	EA	4	\$ 180.82	\$ 723.28




DANA KEPNER COMPANY OF WYOMING, INC  
 1820 N. SOUTH LOOP AVENUE  
 INTERSTATE INDUSTRIAL PARK  
 CASPER, WYOMING 82601  
 (307) 235-1300 • (800) 442-3023  
 www.DanaKepner.com

11	3/4" Couplings (Cts x Cts)	EA	60	\$ 14.00	\$ 840.00
12	1" Couplings (Cts x Cts)	EA	30	\$ 16.01	\$ 480.30
13	1" x 1-1/2" Couplings (Cts x Cts)	EA	2	\$ 38.29	\$ 76.58
14	1" Stainless Steel Insert Liner or Stiffeners	EA	60	\$ 1.30	\$ 78.00
15	1-1/2" Stainless Steel Insert Liner or Stiffeners	EA	20	\$ 1.79	\$ 35.80
16	2" Stainless Steel Insert Liner or Stiffeners	EA	10	\$ 1.79	\$ 17.90
TOTAL BID SCHEDULE IV:					\$ 10,510.92
TOTAL IN WORDS: <i>TEN THOUSAND FIVE HUNDRED TEN DOLLARS AND NINETY-TWO CENTS</i>					

BID SCHEDULE V - EXTENSION CURB BOXES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	1" x 5'-6" Extension Curb Box with 36" Stainless Steel Rods	EA	225	\$ 44.00	\$ 9,900.00
2	1" x 5'-6" Extension Curb Box without Stainless Steel Rods	EA	75	\$ 26.00	\$ 1,950.00
3	2" x 5'-6" Extension Curb Box with 36" Stainless Steel Rods	EA	15	\$ 60.00	\$ 900.00
4	Curb Box Sleeve for 1" x 5'6" Curb Box	EA	50	\$ 8.00	\$ 400.00
TOTAL BID SCHEDULE V:					\$ 13,150.00
TOTAL IN WORDS: <i>Thirteen thousand one-hundred fifty dollars and zero cents</i>					

BID SCHEDULE VI - VALVE BOXES & LIDS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Center Cushioning Ring - Small	EA	25	\$ 31.87	\$ 796.75
2	2-1/4" Valve Box Lid	EA	15	\$ 16.59	\$ 248.85
3	Complete Valve Boxes	EA	35	\$ 67.29	\$ 2,355.15
TOTAL BID SCHEDULE VI:					\$ 3,400.75
TOTAL IN WORDS: <i>Three thousand four hundred dollars and seventy-five cents</i>					

BID SCHEDULE VII - PVC PRESSURE FITTINGS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	8" PVC Repair Sleeves	EA	8	\$ 93.13	\$ 745.04
2	8" PVC 11-1/4" Bend	EA	2	\$ 155.76	\$ 311.52
3	8" PVC 22-1/2" Bend	EA	2	\$ 155.76	\$ 311.52
4	8" x 6" PVC Tee	EA	4	\$ 239.29	\$ 957.16
5	8" x 6" PVC Reducer	EA	2	\$ 132.39	\$ 264.78
TOTAL BID SCHEDULE VII:					\$ 2,590.02
TOTAL IN WORDS: <i>Two thousand five hundred ninety dollars and two cents</i>					


**DANA KEPNER COMPANY OF WYOMING, INC**  
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 www.DanaKepner.com

BID SCHEDULE VIII - TRACER WIRE & GROUND CLAMPS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Solid Core #10 Electrical Tracer Wire (500' Rolls) <i>2000 FT</i>	EA	4	\$ <i>170.00</i>	\$ <i>680.00</i>
2	5# Zinc Anodes	EA	30	\$ <i>39.17</i>	\$ <i>1,175.10</i>
3	5# Mag Anodes	EA	20	\$ <i>32.98</i>	\$ <i>659.60</i>
TOTAL BID SCHEDULE VIII:					\$ <i>2514.70</i>
TOTAL IN WORDS: <i>Two thousand five hundred fourteen dollars and seventy cents</i>					

BID SCHEDULE IX - DUCTILE IRON FITTINGS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" Ductile Iron MJ Caps	EA	3	\$ <i>38.19</i>	\$ <i>114.57</i>
2	8" Ductile Iron MJ Caps	EA	3	\$ <i>59.85</i>	\$ <i>179.55</i>
TOTAL BID SCHEDULE IX:					\$ <i>294.12</i>
TOTAL IN WORDS: <i>Two hundred ninety-four dollars and twelve cents</i>					

BID SCHEDULE X - FIRE HYDRANTS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Fire Hydrant with Integral Storz Nozzle - 6'-6" Bury	EA	3	\$ <i>2999.50</i>	\$ <i>8998.50</i>
TOTAL BID SCHEDULE X:					\$ <i>8998.50</i>
TOTAL IN WORDS: <i>Eight thousand nine hundred ninety-eight dollars and fifty cents</i>					

TOTAL BASE BID (Addition of Bid Schedule I through X): \$


*63,022.09*

TOTAL BASE BID IN WORDS: *Sixty-three thousand twenty-two dollars and nine cents*

NOTE: The Total Base Bid Amount is to be used for Bid Bond Coverage. The Total Base Bid shall consist of the addition of the complete Bid Schedules (10 each), or in the case of bids submitted for a partial amount of the ten (10) Schedules, the addition of the Bid Schedule Totals for which bids are submitted.

This bid submitted by: *Corporation: Dana Kepner Company of Wyoming, Inc*  
 (Individual, Partnership, Corporation, or Joint Venture Name)

*Sherry Ludwig*  
*President*

  
**HEPNER**  
 DANA KEPNER COMPANY OF WYOMING, INC  
 1820 N. SOUTH LOOP AVENUE  
 INTERSTATE INDUSTRIAL PARK  
 CASPER, WYOMING 82601  
 (307) 235-1300 • (800) 442-3023  
 www.DanaKepner.com

RESOLUTION NO.17-60

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH DANA KEPNER COMPANY OF WYOMING, INC., FOR THE 2017 CASPER PUBLIC UTILITIES MATERIALS PROCUREMENT.

WHEREAS, the City of Casper desires to procure waterworks materials; and,

WHEREAS, Dana Kepner Company of Wyoming, Inc., is ready, willing and able to provide these services; and,

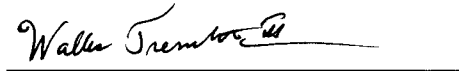
WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Dana Kepner Company of Wyoming, Inc., in the amount of Forty-One Thousand Seven Hundred Two and 64/100 Dollars (\$41,702.64), to furnish waterworks materials.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

March 15, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public/Leisure Services Director   
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an Agreement with Dana Kepner of Wyoming, Inc., and Waterworks Industries, Inc. for the 2017 CPU Materials Procurement, Project No. 17-002.

**Meeting Type & Date:**

April 18, 2017 Regular Council Meeting.

**Recommendation:**

That Council, by two (2) separate resolutions, authorize agreements with Dana Kepner of Wyoming, Inc., in the amount of \$41,702.64 and Waterworks Industries, Inc., in the amount of \$19,878.00 for the 2017 CPU Materials Procurement, Project No. 17-002, for a total amount of \$61,580.64.

**Summary:**

On Wednesday, March 15, 2017, two (2) bids were received for the 2017 CPU Materials Procurement. The bid results are as follows:

Bid Schedule	Description	Dana Kepner of Wyoming	Waterworks Industries
I	PVC Pipe	\$10,754.00*	\$11,970.00
II	Service Saddles	\$6,922.11	\$6,554.00*
III	Resilient-Seated Gate Valves	\$3,886.97*	\$4,353.00
IV	Copper & Polyethylene Tubing, Curb & Corp Stops, and Appurtenances	\$10,510.92*	\$11,543.60
V	Extension Curb Boxes	\$13,150.00*	\$13,530.00
VI	Valve Boxes and Lids	\$3,400.75*	\$3,705.00
VII	PVC Pressure Fittings	\$2,590.02	\$2,466.00*
VIII	Tracer Wire & Ground Clamps	\$2,514.70	\$2,185.00*
IX	Ductile Iron Fittings	\$294.12	\$273.00*
X	Fire Hydrants	\$8,998.09	\$8,400.00*
	<b>TOTAL BID AMOUNTS</b>	\$63,022.09	\$64,979.60
	<b>TOTAL RECOMMENDED AWARD AMOUNTS</b>	<b>\$41,702.64</b>	<b>\$19,878.00</b>

\*Recommended award amount

Each year, bids are solicited for waterworks materials to be used by the Public Utilities Division, for in-house water main replacement projects and water distribution system maintenance. The procurement documents allow each specified bid schedule to be awarded separately to the lowest bidder for that schedule.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As both bidders were considered in-state, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

**Financial Considerations**

Funding for this project will be from Budgeted Current Revenue of the Water Fund.

**Oversight/Project Responsibility**

Andrew Colling, Engineering Tech

**Attachments**

Memo, Resolutions, Agreements

STANDARD  
PROCUREMENT AGREEMENT  
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2017, between the City of Casper, hereinafter referred to as the "Owner," and Waterworks Industries, Inc., 1328 West English Avenue, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

**2017 CPU Materials Procurement**

The following Special Services are required: Provide specific items identified in Exhibit "A" - Bid Form.

Bid Schedule II – Service Saddles; Bid Schedule VII – PVC Pressure Fittings; Bid  
Schedule VIII – Tracer Wire & Ground Clamps; Bid Schedule IX – Ductile Iron Fittings;  
Bid Schedule X – Fire Hydrants

ARTICLE 2. ENGINEER.

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

ARTICLE 3. POINT OF DELIVERY.

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

Casper Public Utilities Garage  
1600 Wyoming Boulevard  
Casper, WY 82604

#### ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.
- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance of delivery on, or within a period of thirty (30) calendar days subsequent to the Procurement Contract date.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollar(s) (\$200.00) for each day that expires after the time specified in Paragraph 4.1 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

#### ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Nineteen Thousand Eight Hundred Seventy-Eight and 00/100 Dollars (\$19,878.00). See Exhibit "A" - Bid Form and Bid Schedule.

#### ARTICLE 6. PAYMENT PROCEDURES.

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

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
  - 6.1.1 Upon receipt and approval of Shop Drawings and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.



- 6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.
- 6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

#### ARTICLE 7. INTEREST.

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

#### ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

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

#### ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A" - Bid Form (BF-1 to BF-4), Bid Schedule (BS-1 to BS-3)

- 9.3 Addenda. None
- 9.4 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.5 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3, inclusive).
- 9.6 Procurement Specifications bearing the title "2017 CPU Materials Procurement", the contents as listed in the Table of Contents thereof.
- 9.7 Notice of Award.
- 9.8 Documentation submitted by Contractor prior to Notice of Award.
- 9.9 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.10 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.11 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

Walker Trent W

CONTRACTOR:

ATTEST:

Waterworks Industries, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Tracey L. Belser

Kenyne Humphrey

Title: City Clerk

Title: Mayor

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: **City of Casper**  
**2017 CPU Materials Procurement, Project 17-002**

THIS BID SUBMITTED TO: City of Casper  
Public Services Department  
Public Utilities Division  
200 North David Street  
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with the City in the form included in the Procurement Documents and to furnish the Goods as specified or indicated in the Procurement Documents for the Contract Price, within the Contract Time, in accordance with the Procurement Documents, and with Article 4 of the Procurement Agreement.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Procurement Documents and submit the other documents required by the Procurement Documents within thirty (30) days after the date of Owner's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Procurement Agreement, that:

A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. ϕ Dated 3/15/16

Addendum No. ϕ Dated 3/15/16

B. Bidder has examined the site and locality where the Goods are to be furnished, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or furnishing the Goods and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person or business entity; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person or business entity to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City; and,

5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS: (from Bid Schedule Page 3 of 3) \$64,979.60

TOTAL BASE BID, IN WORDS: \_\_\_\_\_

Sixty-Four Thousand Nine Hundred Seventy-nine dollars DOLLARS  
and Sixty Cents

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.

8. Communications concerning this Bid shall be addressed to:

Address of Bidder: WATERWORKS INDUSTRIES A  
FERGULSON ENTERPRISE  
1328 WEST ENGLISH AVE  
CASPER WYO 82602

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on 3/15/ \_\_\_\_\_, 2017.

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

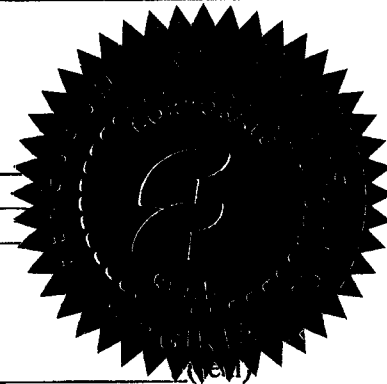
By: Ferguson Enterprises, Inc (seal)  
(Name)

Virginia  
(State of Incorporation or Organization)

By: R. Chris Nelson (seal)  
General Manager  
(Title)

(Seal)

Attest: Kenton Earl  
Business Address: 1328 W. English Ave  
Casper, WY 82601  
Phone Number: 307-233-6395



A JOINT VENTURE

By: \_\_\_\_\_ (Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

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(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**2017 CPU MATERIALS PROCUREMENT  
PROJECT 17-002  
BID SCHEDULE  
March 2017**

BID SCHEDULE I - PVC PIPE		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	8" PVC Pipe	LF	1900	\$6.30	\$11,970.00
<b>TOTAL BID SCHEDULE I:</b>					<b>\$11,970.00</b>
<b>TOTAL IN WORDS: ELEVEN THOUSAND NINE HUNDRED SEVENTY DOLLARS &amp; NO CENTS</b>					

BID SCHEDULE II- SERVICE SADDLES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" X 2"	EA	1	\$110.00	\$110.00
2	8" X 3/4"	EA	20	\$116.00	\$2,320.00
3	8" X 1"	EA	30	\$116.00	\$3,480.00
4	12" X 1"	EA	4	\$161.00	\$644.00
<b>TOTAL BID SCHEDULE II:</b>					<b>\$6,554.00</b>
<b>TOTAL IN WORDS: SIX THOUSAND FIVE HUNDRED FIFTY-FOUR DOLLARS &amp; NO CENTS</b>					

BID SCHEDULE III - RESILIENT SEATED GATE VALVES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" R.S. Gate Valve (Push On x Push On with Restraining Hubs)	EA	3	\$731.00	\$2,193.00
2	8" R.S. Gate Valve (Push On x Push On with Restraining Hubs)	EA	2	\$1,080.00	\$2,160.00
<b>TOTAL BID SCHEDULE III:</b>					<b>\$4,353.00</b>
<b>TOTAL IN WORDS: FOUR THOUSAND THREE HUNDRED FIFTY-THREE DOLLARS &amp; NO CENTS</b>					

BID SCHEDULE IV - COPPER & POLYETHYLENE TUBING, CURB AND CORP STOPS, & APPURTENANCES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	3/4" Copper Tubing (60' Rolls)	EA	2	\$151.80	\$303.60
2	1" Class 200 Polyethylene Pipe (100' Rolls)	EA	6	\$36.00	\$216.00
3	1" Curb Stop (Cts x Cts)	EA	20	\$76.00	\$1,520.00
4	1-1/2" Curb Stop (Cts x Cts)	EA	2	\$174.00	\$348.00
5	3/4" x 1" Curb Stop (Cts x Cts)	EA	20	\$56.00	\$1,120.00
6	2" Curb Stop (Cts x Cts)	EA	4	\$260.00	\$1,040.00
7	3/4" Corp Stop (CC x Cts)	EA	60	\$36.00	\$2,160.00
8	1" Corp Stop (CC x Cts)	EA	50	\$47.00	\$2,350.00
9	1-1/2" Corp Stop (CC x Cts)	EA	2	\$107.00	\$214.00
10	2" Corp Stop (CC x Cts)	EA	4	\$177.00	\$708.00



11	3/4" Couplings (Cts x Cts)	EA	60	\$14.00	\$ 840.00
12	1" Couplings (Cts x Cts)	EA	30	\$15.00	\$ 450.00
13	1" x 1-1/2" Couplings (Cts x Cts)	EA	2	\$62.00	\$ 124.00
14	1" Stainless Steel Insert Liner or Stiffeners	EA	60	\$1.50	\$ 90.00
15	1-1/2" Stainless Steel Insert Liner or Stiffeners	EA	20	\$2.00	\$ 40.00
16	2" Stainless Steel Insert Liner or Stiffeners	EA	10	\$2.00	\$ 20.00
<b>TOTAL BID SCHEDULE IV:</b>					<b>\$ 11,543.60</b>
<b>TOTAL IN WORDS: ELEVEN THOUSAND FIVE HUNDRED FORTY-THREE DOLLARS AND SIXTY CENTS</b>					

<b>BID SCHEDULE V - EXTENSION CURB BOXES</b>		<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	1" x 5'-6" Extension Curb Box with 36" Stainless Steel Rods	EA	225	\$ 45.00	\$ 10,125.00
2	1" x 5'-6" Extension Curb Box without Stainless Steel Rods	EA	75	\$ 28.00	\$ 2,100.00
3	2" x 5'-6" Extension Curb Box with 36" Stainless Steel Rods	EA	15	\$ 62.00	\$ 930.00
4	Curb Box Sleeve for 1" x 5'6" Curb Box	EA	50	\$ 7.50	\$ 375.00
<b>TOTAL BID SCHEDULE V:</b>					<b>\$13,530.00</b>
<b>TOTAL IN WORDS: THIRTEEN THOUSAND FIVE HUNDRED THIRTY DOLLARS &amp; NO CENTS</b>					

<b>BID SCHEDULE VI - VALVE BOXES &amp; LIDS</b>		<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	Center Cushioning Ring - Small	EA	25	\$ 33.00	\$ 825.00
2	2-1/4" Valve Box Lid	EA	15	\$ 17.00	\$ 255.00
3	Complete Valve Boxes	EA	35	\$ 75.00	\$ 2,625.00
<b>TOTAL BID SCHEDULE VI:</b>					<b>\$ 3,705.00</b>
<b>TOTAL IN WORDS: THREE THOUSAND SEVEN HUNDRED FIVE DOLLARS &amp; NO CENTS</b>					

<b>BID SCHEDULE VII - PVC PRESSURE FITTINGS</b>		<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	8" PVC Repair Sleeves	EA	8	\$ 93.00	\$ 744.00
2	8" PVC 11-1/4" Bend	EA	2	\$ 133.00	\$ 266.00
3	8" PVC 22-1/2" Bend	EA	2	\$ 133.00	\$ 266.00
4	8" x 6" PVC Tee	EA	4	\$ 217.00	\$ 868.00
5	8" x 6" PVC Reducer	EA	2	\$ 161.00	\$ 322.00
<b>TOTAL BID SCHEDULE VII:</b>					<b>\$ 2,466.00</b>
<b>TOTAL IN WORDS: TWO THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS &amp; NO CENTS</b>					

BID SCHEDULE VIII - TRACER WIRE & GROUND CLAMPS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Solid Core #10 Electrical Tracer Wire (500' Rolls)	EA	4	\$ 140.00	\$ 560.00
2	5# Zinc Anodes	EA	30	\$ 32.70	\$ 981.00
3	5# Mag Anodes	EA	20	\$ 32.20	\$ 644.00
TOTAL BID SCHEDULE VIII:					\$ 2,185.00
TOTAL IN WORDS: TWO THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS & NO CENTS					

BID SCHEDULE IX - DUCTILE IRON FITTINGS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" Ductile Iron MJ Caps	EA	3	\$ 36.00	\$ 108.00
2	8" Ductile Iron MJ Caps	EA	3	\$ 55.00	\$ 165.00
TOTAL BID SCHEDULE IX:					\$ 273.00

TOTAL IN WORDS: TWO HUNDRED SEVENTY-THREE DOLLARS & NO CENTS

BID SCHEDULE X - FIRE HYDRANTS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Fire Hydrant with Integral Storz Nozzle - 6'-6" Bury	EA	3	\$ 2800.00	\$ 8,400.00
TOTAL BID SCHEDULE X:					\$ 8,400.00
TOTAL IN WORDS: EIGHT THOUSAND FOUR HUNDRED DOLLARS & NO CENTS					

TOTAL BASE BID (Addition of Bid Schedule I through X): \$


64,979.60

TOTAL BASE BID IN WORDS: SIXTY-FOUR THOUSAND NINE HUNDRED

SEVENTY-NINE DOLLARS AND SIXTY CENTS

NOTE: The Total Base Bid Amount is to be used for Bid Bond Coverage. The Total Base Bid shall consist of the addition of the complete Bid Schedules (10 each), or in the case of bids submitted for a partial amount of the ten (10) Schedules, the addition of the Bid Schedule Totals for which bids are submitted.

This bid submitted by:

 CORPORATION

(Individual, Partnership, Corporation, or Joint Venture Name)

RESOLUTION NO.17-61

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH WATERWORKS INDUSTRIES, INC., FOR THE 2017 CASPER PUBLIC UTILITIES MATERIALS PROCUREMENT.

WHEREAS, the City of Casper desires to procure waterworks materials; and,

WHEREAS, Waterworks Industries, Inc., Casper, Wyoming, is ready, willing and able to provide these services; and,


WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Waterworks Industries, Inc., Casper, Wyoming, in the amount of Nineteen Thousand Eight Hundred Seventy-Eight and 00/100 Dollars (\$19,878.00), to furnish waterworks materials.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenye Humphrey  
Mayor

April 11, 2017

**MEMO TO:** Liz Becher, Interim City Manager 

**FROM:** Andrew Beamer, P.E., Public Services Director   
Shad Rodgers, Streets & Traffic Division Manager  
Terry Cottenoir, Engineering Technician

**SUBJECT:** Authorizing an Agreement with JTL Group, Inc., dba Knife River, in the Amount of \$600,070.00, for the 2017 Chip Seal Project

**Meeting Type & Date**

April 18, 2017 Regular Council Meeting

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize an agreement with JTL Group, Inc., dba Knife River (Knife River), for the 2017 Chip Seal Project, Project No. 17-027, in the amount of \$575,070.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$25,000.00, for a total project amount of \$600,070.00.

**Summary**

On Wednesday, March 22, 2017, two (2) bids were received for the 2017 Chip Seal Project, Project No. 17-027. The bids received for this work are as follows:

<b><u>CONTRACTOR</u></b>	<b><u>BUSINESS LOCATION</u></b>	<b><u>BID AMOUNT</u></b>
<b>Knife River</b>	<b>Casper, Wyoming</b>	<b>\$575,070.00</b>
71 Construction	Casper, Wyoming	\$592,891.00

The 2017 Chip Seal Project includes chip sealing South Durbin Street from East 15<sup>th</sup> Street to South Wolcott Street, Casper Mountain Road from East 15<sup>th</sup> Street to the south city limits, East 15<sup>th</sup> Street from South McKinley Street to Southeast Wyoming Boulevard, and South McKinley Street from East 2<sup>nd</sup> Street to East 15<sup>th</sup> Street. Chip sealing is a preventative maintenance roadway treatment designed to extend pavement life. The process involves the application of liquid asphalt to the roadway followed immediately by the spreading of gravel chips. The chips are then rolled and the roadway swept prior to opening the roadway to the public. Additionally, concrete curb and gutter will be removed and replaced on South McKinley Street from East 2<sup>nd</sup> Street to East 5<sup>th</sup> Street. Work is scheduled to be completed by September 1, 2017. The estimate prepared by the City Engineering Division was \$690,000.00.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. A notice was

published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

**Financial Considerations**

The total contract amount of \$600,070.00 is from Budgeted Current Revenue of One Cent #13 Optional Sales Tax Fund, and One Cent #15 Optional Sales Tax Fund

**Oversight/Project Responsibility**

Terry Cottenoir, Engineering Technician, Public Services Department.

**Attachments**

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with JTL Group, Inc., dba Knife River, P.O. Box 730, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to resurface South Durbin Street, Casper Mountain Road, East 15<sup>th</sup> Street, and South McKinley Street by the method of chip sealing, and remove and replace the concrete curb and gutter on South McKinley Street; and,

WHEREAS, JTL Group, Inc., dba Knife River, is able and willing to provide those services specified as the 2017 Chip Seal Project, Project No. 17-027.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2017 Chip Seal Project, Project No. 17-027, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **September 1, 2017** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **September 15, 2017**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for

final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Five Hundred Seventy-Five Thousand Seventy Dollars (\$575,070.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (pages BS-1 through BS-2, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25<sup>th</sup> day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five

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

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

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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



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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1 to BS-2, inclusive).
- 8.5 Addenda No. (1, 2).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Division 01 - General Requirements, consisting of seven (7) sections.
- 8.11 Division 02 – Site Construction, consisting of one (1) section.
- 8.12 Division 04 – Chip Seal, consisting of one (1) section.
- 8.13 Notice of Award.
- 8.14 Notice to Proceed.
- 8.15 Minutes of the Pre-Bid Conference, if any.

8.16 Contract Drawings consisting of twenty-two (22) drawing sheets, with each sheet bearing the following general title:

**2017 Chip Seal Project, Project No. 17-027**

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

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

8.19 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

*(This space intentionally left blank)*

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

Walter Trout  
\_\_\_\_\_

CONTRACTOR:

JTL Group, Inc., dba Knife River

WITNESS:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Tracey L. Belser

Kenyne Humphrey

Title: City Clerk

Title: Mayor

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION:      City of Casper  
   **2017 Chip Seal Project**  
   **Project No. 17-027**

THIS BID SUBMITTED TO:      City of Casper  
   200 North David Street  
   Casper, Wyoming 82601

1.      The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **September 1, 2017**, and completed and ready for final payment not later than **September 15, 2017**, in accordance with the Bidding Documents.
  
2.      Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
  
3.      Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
  
4.      In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

A.      Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>  1  </u>	Dated <u>  3/15/17  </u>
Addendum No. <u>  2  </u>	Dated <u>  3/20/17  </u>

B.      Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C.      This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 575,070.<sup>00</sup>

TOTAL BASE BID, IN WORDS: five hundred seventy five thousand, seventy dollar & zero cents DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:

- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Exhibit "B" - Itemized Bid Schedule.
- C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: JTL Group Inc, dba Knife River  
P.O. Box 730  
Casper, WY 82602

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on March 22<sup>nd</sup>, 2017.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: JTL Group Inc, dba Knife River (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Mike Haynes (seal)  
Mike Haynes - Vice President/General Manager  
(Title)

(Seal)

Attest: [Signature]  
Estimator/Project Manager

Business Address: JTL Group Inc, dba Knife River  
P.O. Box 730  
Casper, WY 82602-0730

Phone Number: (307) 797-0702

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

## BID SCHEDULE

### 2017 Chip Seal Project

PROJECT NO. 17-027

March 22, 2017

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum  
SY = Square Yard

R&R = Remove and Replace  
FA = Force Account

LF = Linear Feet  
CY = Cubic Yard

F&I = Furnish and Install  
EA = Each

### Bid Schedule

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$37,895. <sup>00</sup>	\$37,895. <sup>00</sup>
2	F&I Temporary Traffic Control	LS	1	\$67,850. <sup>00</sup>	\$67,850. <sup>00</sup>
3	F&I CRS-2P Chip Seal on South Durbin Street	SY	2,500	\$5. <sup>00</sup>	\$12,500. <sup>00</sup>
4	F&I CRS-2P Chip Seal on Casper Mountain Road	SY	35,000	\$2. <sup>10</sup>	\$73,500. <sup>00</sup>
5	F&I CRS-2P Chip Seal on East 15 <sup>th</sup> Street	SY	54,000	\$2. <sup>10</sup>	\$113,400. <sup>00</sup>
6	R&R Concrete Type B Curb & Gutter on South McKinley Street	LF	1,750	\$40. <sup>00</sup>	\$70,000. <sup>00</sup>
7	R&R Concrete Curbwalk/Sidewalk with Type I ADA Ramp on South McKinley Street	SF	300	\$11. <sup>00</sup>	\$3,300. <sup>00</sup>
8	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp on South McKinley Street	EA	3	\$150. <sup>00</sup>	\$450. <sup>00</sup>
9	R&R Storm Sewer Catch Basin (Depths Vary) on South McKinley Street	EA	4	\$4,400. <sup>00</sup>	\$17,600. <sup>00</sup>
10	R&R Concrete Flatwork on South McKinley Street	SF	2,000	\$12. <sup>00</sup>	\$24,000. <sup>00</sup>
11	R&R Asphalt Patch on South McKinley Street	LF	1,750	\$8. <sup>50</sup>	\$14,875. <sup>00</sup>
12	F&I CRS-2P Chip Seal on South McKinley Street	SY	22,000	\$2. <sup>45</sup>	\$53,900. <sup>00</sup>
13	R&R 2'x8' White Crosswalk Bar Marking	EA	143	\$600. <sup>00</sup>	\$85,800. <sup>00</sup>
<b>TOTAL BID</b>					<b>\$575,070.<sup>00</sup></b>



• BID IN WORDS:

*five hundred seventy five thousand, seventy dollars &  
zero cents*

This bid submitted by: Corporation  
(Individual, partnership, corporation, or joint venture name)

03/22/2017

13:07

17028

2017 Chip Seal

\*\*\* Schwahn, Chris

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	MOBILIZATION	U	1.000	LS	37,895.00	37,895.00
20	F&I TEMPORARY TRAFFIC CONTROL	U	1.000	LS	67,850.00	67,850.00
30	F&I CRS-2P CHIP SEAL ON SOUTH DURBIN STREET	U	2,500.000	SY	5.00	12,500.00
40	F&I CRS-2P CHIP SEAL ON CASPER MOUNTAIN ROAD	U	35,000.000	SY	2.10	73,500.00
50	F&I CRS-2P CHIP SEAL ON EAST 15TH STREET	U	54,000.000	SY	2.10	113,400.00
60	R&R CONCRETE CURB & GUTTER ON S. MCKINLEY STREET	U	1,750.000	LF	40.00	70,000.00
70	R&R CURBWALK/SIDEWALK W/ ADA RAMP ON S. MCKINLEY	U	300.000	SF	11.00	3,300.00
80	F&I 2X4 ADA MAT IN CONC. RAMP ON S. MCKINLEY ST.	U	3.000	EA	150.00	450.00
90	R&R STORM SEWER CATCH BASIN ON S. MCKINLEY	U	4.000	EA	4,400.00	17,600.00
100	R&R CONCRETE FLATWORK ON S. MCKINLEY STREET	U	2,000.000	SF	12.00	24,000.00
110	R&R ASPHALT PATCH ON SOUTH MCKINLEY STREET	U	1,750.000	LF	8.50	14,875.00
120	F&I CRS-2P CHIP SEAL ON SOUTH MCKINLEY STREET		22,000.000	SY	2.45	53,900.00
130	R&R 2'X8' WHITE CROSSWALK BAR MARKING	U	143.000	EA	600.00	85,800.00

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Bid Total       $\Longrightarrow$       \$575,070.00

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RESOLUTION NO. 17-62

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, FOR THE 2017 CHIP SEAL PROJECT, PROJECT NO. 17-027.

WHEREAS, the City of Casper desires to chip seal South Durbin Street, Casper Mountain Road, East 15<sup>th</sup> Street, and South McKinley Street, and remove and replace curb and gutter on South McKinley Street; and,

WHEREAS, JTL Group, Inc., dba Knife River, is able and willing to provide those services specified as 2017 Chip Seal Project, Project No. 17-027; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with JTL Group, Inc., dba Knife River, for those services, in the amount of Five Hundred Seventy-Five Thousand Seventy Dollars (\$575,070.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Five Hundred Seventy-Five Thousand Seventy Dollars (\$575,070.00), and Twenty-Five Thousand Dollars (\$25,000.00) for a construction contingency account, for a total project amount of Six Hundred Thousand Seventy Dollars (\$600,070.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:  
(2017 Chip Seal Project, Project No. 17-027)

*Walker Truitt*

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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Tracey L. Belser  
City Clerk

---

Kenyne Humphrey  
Mayor

March 23, 2017

**MEMO TO:** V.H. McDonald, City Manager *lv*

**FROM:** Andrew Beamer, P.E., Public Services Director *AB*  
Andrew Colling, Engineering Tech

**SUBJECT:** Authorizing an Agreement with Full Contact Concrete, LLC for the 5<sup>th</sup> Street Curb & Gutter, Project No. 17-020.

**Meeting Type & Date:**

Regular Council Meeting, April 18, 2017

**Recommendation:**

That Council, by resolution, authorize an agreement with Full Contact Concrete, LLC in the amount of \$24,805 for the 5<sup>th</sup> Street Curb & Gutter, Project No. 17-020.

**Summary:**

On Wednesday, March 22, 2017, five (5) bids were received for the 5<sup>th</sup> Street Curb & Gutter Project. The bid results are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>Full Contact Concrete</b>	<b>Casper, Wyoming</b>	<b>\$24,805.00</b>
Treto Construction	Casper, Wyoming	\$28,500.00
Knife River	Casper, Wyoming	\$40,044.90
Grizzly Excavating	Casper, Wyoming	\$60,245.00
71 Construction	Casper, Wyoming	\$64,795.00

The project includes the removal and replacement of curb and gutter along 5<sup>th</sup> Street between Jefferson Street and McKinley Street. Additionally, ADA ramps will be added and damaged sidewalk will be replaced.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bidders were considered in-state, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

**Financial Considerations**

Funding for this project will be from Budgeted One Cent #15 Optional Sales Tax Funds.

**Oversight/Project Responsibility**

Andrew Colling, Engineering Tech

**Attachments**

Memo, Resolution, Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Full Contact Concrete, LLC, PO Box 4282, Casper, Wyoming 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace curb and gutter along 5<sup>th</sup> Street between Jefferson Street and McKinley Street and,

WHEREAS, Full Contact Concrete, LLC, is able and willing to provide those services specified as the 5<sup>th</sup> Street Curb & Gutter Project No. 17-020.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 5<sup>th</sup> Street Curb & Gutter Project No. 17-020, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by June 30, 2017 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by July 14, 2017.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for

final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Twenty-Four Thousand Eight Hundred Five and 00/100 Dollars (\$24,805.00) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five

percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.



- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4 and BS-1).
- 8.4 Addenda No. (0).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of three (3) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.

8.14 Contract Drawings, with each sheet bearing the following general title:

**5<sup>th</sup> Street Curb & Gutter Project No. 17-020**

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

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

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

Walker Thomas

CONTRACTOR:

ATTEST:

Full Contact Concrete, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By: \_\_\_\_\_  
Tracey L. Belser  
Title: City Clerk \_\_\_\_\_

By: \_\_\_\_\_  
Kenyne Humphrey  
Title: Mayor \_\_\_\_\_

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION:      City of Casper  
   **5<sup>th</sup> Street Curb & Gutter**  
   **Project No. 17-020**

THIS BID SUBMITTED TO:      City of Casper  
   200 North David Street  
   Casper, Wyoming 82601

1.      The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by June 30, 2017, and completed and ready for final payment not later than July 14, 2017 in accordance with the Bidding Documents.
2.      Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3.      Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4.      In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.      Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  
  
            Addendum No. \_\_\_\_\_                      Dated \_\_\_\_\_  
            Addendum No. \_\_\_\_\_                      Dated \_\_\_\_\_
  - B.      Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C.      This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 24,805.<sup>00</sup>

TOTAL BASE BID, IN WORDS: twenty four thousand  
eight hundred five DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:

- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Itemized Bid Schedule.
- C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Full Contact Concrete LLC  
P.O. Box 4282  
Casper WY 82604

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on March 22, 2017.

Bidder is bidding as a Full Contact Concrete LLC (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

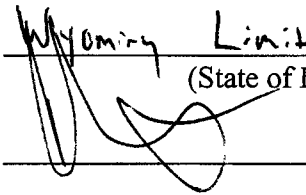
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Full Contact Concrete LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming Limited Liability Company  
(State of Incorporation or Organization)

By:  - Brandon Johnson (seal)

(Title)

(Seal)

Attest: Managing Member

Business Address: P.O. Box 4252  
Casper WY 82604

Phone Number: 307-377-7000

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**ITEMIZED BID SCHEDULE  
5<sup>TH</sup> STREET CURB & GUTTER PROJECT NO. 17-020**

ABBREVIATIONS

LS = LUMP SUM SY = SQUARE YARD SF = SQUARE FOOT LF = LINEAL FOOT EA = EACH

ITEM NO.	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
1	300	SF	Concrete Sidewalk w/Basecourse for <u>one thousand two hundred</u> Dollar(s) and <u>no</u> Cent(s) per square foot.	4	00	\$1,200.	00
2	450	SF	Concrete Approach w/Basecourse for <u>two thousand twenty five</u> Dollar(s) and <u>no</u> Cent(s) per square foot.	4.	50	\$2,025.	00
3	750	LF	R&R Concrete Curb and Gutter for <u>eighteen thousand thirty</u> Dollar(s) and <u>no</u> Cent(s) per lineal foot.	24	04	\$18,030	00
4	700	SF	R&R Concrete Curbwalk/Sidewalk with ADA ramp for <u>two thousand eight hundred</u> Dollar(s) and <u>00</u> Cent(s) per square foot.	4	00	\$2,800	00
5	6	EA	Truncated Dome Mat Embedded in Ramp for <u>seven hundred fifty</u> Dollar(s) and <u>no</u> Cent(s) per each.	125. <sup>00</sup>	00	\$750.	00
<b>TOTAL BASE BID (Addition of Items 1 through 5)</b>						\$24,805	00

Bid Submitted By: Full Contact Concrete LLC  
(Name of individual, partnership, corporation or LLC, or joint venture)



RESOLUTION NO. 17-63

A RESOLUTION AUTHORIZING AN AGREEMENT WITH FULL CONTACT CONCRETE, LLC, FOR THE 5<sup>TH</sup> STREET CURB & GUTTER PROJECT.

WHEREAS, the City of Casper desires to replace curb and gutter along 5<sup>th</sup> Street between Jefferson Street and McKinley Street for the 5<sup>th</sup> Street Curb & Gutter Project; and,

WHEREAS, Full Contact Concrete, LLC, of Casper, Wyoming, is ready, willing and able to provide those services specified as the 5<sup>th</sup> Street Curb & Gutter Project; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000), and other project administration related change orders that do not substantially alter the scope of the project.

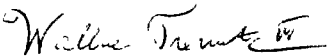
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Full Contact Concrete, LLC, Casper, Wyoming, for these services.

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 amount not to exceed Twenty-Four Thousand Eight Hundred Five and 00/100 Dollars (\$24,805.00), and Five Thousand Dollars (\$5,000) for a contingency account, for a total price of Twenty-Nine Thousand Eight Hundred Five and 00/100 Dollars (\$29,805.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

April 11, 2017

MEMO TO: Liz Becher, Interim City Manager

FROM: Andrew Beamer, Public Services Director  
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Authorizing an Agreement with Electronic Recyclers International in the Annual Amount of \$35,000, for the City of Casper's Electronics Waste Recycling Program.

**Meeting Type & Date:**

Regular Council Meeting – April 18, 2017

**Action Type:**

Resolution

**Recommendation:**

That Council, by resolution, authorize a professional services agreement with Electronic Recyclers International, Inc. (ERI), in an annual amount, not to exceed \$35,000, over a five (5) year period, for the City of Casper's Electronics Waste Recycling Program, Project No. 17-012.

**Summary:**

On November 30, 2016 the City received proposals from two (2) electronics recycling companies in response to an October 2016 request for proposals for the Electronics Waste Recycling Program Project. More than three (3) other electronic waste recycling companies declined to provide a cost proposal. A summary of cost two (2) proposals received are summarized as follows:

**SUMMARY OF NOVEMBER 30, 2016 E-WASTE RECYCLING PROPOSALS**

<b>PROPOSER</b>	<b>COSTS</b>
ECS Refining	\$0.10/lb for PC and Laptop Devices \$0.15/lb for General E-waste Devices \$0.27/lb for TVs and CRTs  \$0.15/lb for additional labor if any sorting is needed. \$0.25/lb for additional labor if prohibited/ hazardous waste is included plus shipping costs to return the materials to Casper from Stockton.
Electronic Recyclers International, Inc. (ERI)	\$0.10/lb for PCs and Laptop Devices \$0.25/lb for General E-waste Devices \$0.35/lb for TVs and CRTs  \$0.15/lb for additional labor if more than 10% of the material needs sorting. Will remove prohibited and hazardous waste when unloading at Aurora facility and no charge unless 10% of the load is prohibited/hazardous waste; then a \$0.25/lb for additional labor will apply.

The Casper Solid Waste Division owns trailers and storage units for the City's electronic wastes recycling program, and hires transport companies to pick-up and transport the electronic waste to the recycling facility. A few years ago, the local NOWCAP facility incorporated an electronics waste recycling center and started managing the City's electronic waste. NOWCAP lost its funding for the program and informed the City it would no longer be able to accept electronic waste starting March 1, 2017.

Because ECS Refining's electronic waste facility is located in Stockton, California, the transport costs are prohibitive. ERI's electronic waste facility is located in Aurora, Colorado.

A contract has been prepared with ERI for professional services associated with recycling electronics waste. The \$57,400 annual fee includes unloading electronic wastes from the Casper Regional Solid Waste Facility's trailer when received at the ERI facility in Aurora, Colorado, and processing the waste for market. The City collected 164,000 pounds of electronics waste in 2016 and other City electronic waste recycling information is attached as a Fact Sheet.

At the February 7, 2017 council meeting, Council considered the recommendation from staff to award the City's electronic waste recycling contract to ERI, and Council unanimously voted to not award the contract. In addition at the February 7, 2017 council meeting, Council instructed staff to prepare revisions to the City ordinance that prohibits electronics waste from the City's landfill for their consideration. At the March 14, 2017 work session, Council reconsidered their decision to not award the City's electronic waste recycling contract, and a Council majority directed staff to bring the City's electronic waste recycling contract back to a future council meeting for consideration.

**Financial Considerations:**

Budgeted Current Revenues – Balefill Fund

**Oversight/Project Responsibility**

Cindie Langston, Solid Waste Division Manager

**Attachments:**

Resolution

Agreement

Electronics Recycling Fact Sheet

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 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. Electronic Recyclers International, Inc. (ERI), 7815 N Palm Avenue, Suite 140, Fresno, California 93711 (“Contractor”).

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

### RECITALS

- A. The City is undertaking certain activities necessary to renew a contract for the electronics recycling program at the Casper Regional Solid Waste Facility, hereinafter referred to as the “Program.”
- B. The project requires professional services for accepting, processing, deconstructing and marketing of electronics wastes.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to the 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. Contractor shall accept the City of Casper’s electronics waste (e-waste) stored in plastic totes and loaded in City-owned trailers at the Contractor’s e-waste facility located at 3250 Abilene Street in Aurora, Colorado.
- B. Contractor shall unload the City-owned trailer and e-waste storage totes and place approved e-waste materials in Contractor’s receiving area.

- C. Contractor shall place unauthorized wastes, such as wood, box or packaging material, loose batteries, hazardous waste, vacuums, microwaves, etc., back in City-owned trailer to be returned to Casper, and no additional price per pound will be charged for processing of these items.
- D. When Contractor unloads e-waste from the City-owned storage totes, the empty totes (with the exception of unauthorized wastes being left in the totes) will be returned to the City-owned trailer, and the trailer will be moved to a secure location in Contractor's parking lot facility until the City arranges to have a transporter pick up the City trailer. Trailer storage fees may apply if the City-owned trailer is not picked up within three (3) working days, see Section 3 Compensation.
- E. When e-waste arrives at the Contractor's recycling facility, it shall be inventoried and processed for recycling. The City shall have e-waste sorted in two (2) category types: PC and Laptop Devices, and Mix/Multi-function General E-waste Devices. The City does not recycle TVs or CRTs; however, if one of these types of devices is received, Contractor shall accept the material for recycling. The invoice for processing e-waste for recycling shall include an index with the number of each type of electronics waste, such as:
  - 1. PC and Laptop Devices: 4423 pounds @ \$0.10/pound = \$442.30;
  - 2. Mix/Multi-functional General E-waste Devices: 10542 pounds @ \$0.25/pound = \$2,635.50;
  - 3. TVs and CRT Devices: 10 pounds @ \$0.35/pound = \$3.50;
  - 4. Additional labor charges: 500 pounds @ \$0.25/pound = \$125 (photo attached of prohibited materials received);
  - 5. Additional sorting charges: 0 pounds @ \$0.15/pound = \$0;
  - 6. Unauthorized Hazardous Waste: 2000 pounds (more than 10% of load to be returned to City trailer) @ 0.15/pound = \$300 (photo attached of hazardous waste).
- F. Contractor responsibilities shall include, at a minimum, the following:
  - 1. Unload, sort and weigh e-waste material and send an itemized invoice to the City of Casper.
  - 2. Itemized invoice shall include an itemized list of material received as illustrated above in Section 1.E.
  - 3. Disassemble all material and recycle the constituent materials.
  - 4. Physically destroy and/or wipe all hard drives and data containing devices.
  - 5. Provide a Certificate of Assured Destruction once the process is complete and payment has been received.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken on or after the 1<sup>st</sup> day of March, 2017, and shall remain in effect for a period of one (1) year (the "Initial Term"). The Agreement will automatically renew for consecutive one (1) year terms ("Subsequent Terms") upon the expiration of the Initial Term for a period of not more than four (4) Subsequent Terms unless a

written notice of non-renewal is given by either Party to the other Party at least thirty (30) calendar days prior to the expiration of the term.

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, at a rate of compensation as follows, and shall not exceed a lump sum of Thirty-Five Thousand Dollars (\$35,000.00) during the Initial Term, and any annual, Subsequent Term.

- A. PC/Laptops Type Devices shall be charged at a rate of \$0.10 per pound.
- B. Mix/Multi-functional/General E-waste Devices shall be charged at a rate of \$0.25 per pound.
- C. TVs and CRTs shall be charged at a rate of \$0.35 per pound.
- D. Additional labor charges at a rate of \$0.25 per pound may apply if prohibited materials are received, such as the following:
  - 1. Items with large batteries – Battery backups, mobile power sources;
  - 2. Toys with internal batteries – Any toys that require tools to remove the batteries;
  - 3. Items containing large amounts of Flammable Material, cloth or have a low melting point – Gaming chairs, plush toys;
  - 4. Large Steel Items – Electric scooters, industrial refrigerators or ovens, exercise equipment;
  - 5. Light Fixtures;
  - 6. Items containing large capacitors and/or transformers;
  - 7. Items containing internal rechargeable batteries – Electric shavers, electric toothbrushes, hearing aids, watches;
  - 8. Items that contain motors – Lawn mowers, leaf blowers, chainsaws, floor polishers;
  - 9. Items containing fluids – Medical equipment, agricultural/gardening equipment;
  - 10. Excessive amount of broken glass;
  - 11. E-waste with Wood, and
  - 12. E-waste in Box/Packaging.
- E. Additional sorting charges at a rate of fifteen cents (\$0.15) per pound may apply if more than ten percent (10%) of the material by weight is not sorted by the City in accordance with paragraph 1.E.
- F. Unauthorized Hazardous Waste shall be returned to the City in the City-owned trailer at no charge unless more than ten percent (10%) of the material (by weight) received contains these types of materials listed below, and then a rate of fifteen cents (\$0.15) per pound may apply for returning the item(s) to the City-owned trailer.
  - 1. Smoke Detectors;
  - 2. Aerosol Cans (Loose Pack);

3. Spray Chemicals (Lab Pack);
4. Pressurized Canisters;
5. Liquid Household Chemicals;
6. Lava Lamps;
7. Personal Hygiene;
8. Soda Streams;
9. Adhesives;
10. Automotive Fluids, and
11. Batteries.

The Contractor shall provide photographs of City-received wastes that meet the requirements for additional charges in accordance with paragraph 3.D, 3.E, or 3.F. Contractor shall call the City designated Project Manager within one (1) business day of receipt of such material to inform the City of additional charges that shall be applied to an invoice.

There shall be no increase in the amount of Contractor's compensation unless approved by resolution adopted by the City.

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, representations, 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:

Walter Truitt

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenye Humphrey  
Mayor

WITNESS:

CONTRACTOR:  
Electronic Recyclers International, Inc. (ERI),

By: \_\_\_\_\_

By: [Signature]

Printed Name: \_\_\_\_\_

Printed Name: Kevin Diller

Title: \_\_\_\_\_

Title: CMO





## **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:**

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:**

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:**

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. City shall provide written notice, at least five (5) business days in advance, to Contractor of any audit.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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 insure 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:

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:

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:

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:

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:

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:

A. **Prior to the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.**

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of Wyoming with Statutory Limits.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Contractor’s profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) to any claimant for any number of claims arising out of a single transaction

or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000.00) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000.00). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000.00), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

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:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

# ELECTRONICS WASTE (E-WASTE) RECYCLING FREQUENTLY ASKED QUESTIONS (FAQ'S)

Prepared March 10, 2017

**1. Question. What is the City of Casper's definition of electronics waste?**

*Answer. By City ordinance electronics waste means components and equipment, such as computers, monitors, keyboards, televisions, cellular telephones and personal devices that contain hazardous materials. City solid waste staff currently define electronics waste into three categories*

- 1) Personal Computers (PC), Computer Hard Drives and Laptop Computer Devices;*
- 2) Mix/Multi-functional General E-waste Devices\*; and*
- 3) Televisions (TV), Flat Screens, Computer Monitors and Cathode Ray Tube (CRT) Devices.*

*\*Mixed and multi-functional general e-waste includes answering machines/cable and satellite TV control boxes, DVRs, camcorders and digital cameras, CD players, copiers, DVD players and recorders, electronic typewriters, fax machines, gaming consoles and equipment, mobile & cellular phones, modems, network equipment, pagers, central processing units (CPUs), computer keyboards, computer mouse and peripherals, printers, circuit boards, projectors, radios, remote controls, scanners, servers, stereos, speakers, tape players, uninterrupted power supply (UPS) systems/battery backups, and VCRs.*

**2. Question. When and why did the city of Casper start recycling e-waste?**

*Answer. In 2007, City council approved the Casper Solid Waste Facility to recycle e-waste at the request of their constituents. In 2009, City council prohibited e-wastes from trash containers and the Casper Regional Landfill.*

**3. Question. What happens to e-waste collected at the Casper Solid Waste Facility?**

*Answer. City staff monitors the e-waste drop off location at the Casper Solid Waste Facility which includes six 300-gallon containers. There are two containers for printers/faxes, computer towers & laptops, mixed e-wastes. When a container is full of e-waste, staff transports the container to a trailer for storage. When the trailer is full, staff records the number of totes and the type of e-waste in each. In addition, staff weighs the e-waste material before transporting to a certified e-waste recycler.*

*The City has awarded contracts to certified e-waste recycling companies since 2007 including Tatoonie Recycling (Cheyenne, Wyoming), Metech (Fort Collins, Colorado), NOWCAP (Casper, Wyoming), and recently recommended contracting to Electronics Recyclers International (ERI). Certified e-waste recyclers must hold the following certifications: e-Stewards, R2, ISO 9001, and ISO 14001 to recycle the City's e-waste. These certifications insure the e-waste recycler is*

regulated and that they properly process, market and sell e-waste in a safe manner for workers.

When the City's e-waste is received at a certified electronics recycling facility the e-waste is weighed in and recorded per the requirements of City's contract. The certified electronics recycler ensures electronic devices are being managed in an environmentally responsible and data security conscious manner.

ERI handles electronics from cradle-to-cradle at their facilities; the use of subcontractors is not necessary. This enables ERI to further guarantee brand protection, data security, responsible environmental stewardship and safe practices for individuals handling electronic material at every step in the product flow. All e-waste collected from Casper would be sent to ERI's facility in Aurora, Colorado for recycling.

ERI is the only electronics recycler with downstream vendor ownership through their relationships with smelting companies, LS Nikko Copper and Alcoa. These relationships reduce ERI's downstream liability enabling ERI to send commodities directly to the smelter. ERI has a zero illegal exporting policy that is strictly enforced. ERI processes all electronic waste down to the commodity and component level with only 2-3% of the total component parts (only the wood from television paneling) disposed of in a landfill.

**4. Question.** How many pounds of e-waste does the Casper Solid Waste Facility typically receive in a year and how much does it cost?

Answer. The following table includes the name of the contracted e-waste recycler holding a contract with the City, the year they accepted the e-waste, the price they charged the City and the annual cost.

<b>ANNUAL E-WASTE RECYCLING COSTS</b>					
<b>DATE</b>	<b>Contracted E-Waste Recycler</b>	<b>LBS</b>	<b>TONS</b>	<b>PRICE (\$/lb)</b>	<b>Cost(\$)</b>
<b>2011</b>	Metech	453,923	227	0.14	\$63,549.22
<b>2012</b>	Metech	506,972	253	0.14	\$70,976.08
<b>2013</b>	Metech	479,652	240	0.14	\$67,151.28
<b>2014</b>	Metech	209,558	105	0.14	\$29,338.12
<b>2015</b>	Metech	150,972	75	0.14 - 0.75	\$22,667.01
<b>2016</b>	NOWCAP	164,317	82	0.15	\$24,647.55

Note: the significant drop in tonnage received in 2014 was due the reduction in cathode ray tubes (CRT) containing devices, i.e., TVs and computer monitors with CRT technology were being replaced with flat screens. In late 2015, when Metech increased its rates, Casper Solid Waste staff removed CRT containing devices from its e-



waste recycling stream to reduce costs. Also note, from 2007 to 2010, the largest annual weight of e-waste collected was over 500 tons due to a one-day television collection event held at City Hall.

**5. Question. How does the City pay for its e-waste recycling program?**

*Answer. Residents of the city of Casper pay \$0.12 per month through their City utility bill for sanitation (weekly garbage collection). This revenue generates approximately \$28,800 per year. In addition, the City receives payment for e-waste recycling from out of county customers through a written agreement or the Casper Solid Waste Facility landfill fee (aka tipping fee). For example, the city of Rawlins paid approximately \$7,020 for e-waste recycling in 2016 through their Casper landfill tipping fee.*

**6. Question. What is the annual revenue of the Casper Regional Landfill (Balefill Fund) and what percentage of the annual revenue is spent on e-waste recycling?**

*Answer. In fiscal year 2016, the Balefill Fund received \$6,912,102 in revenues excluding money received from the State of Wyoming for loan and grant reimbursements. The cost to recycle e-waste in 2016 was \$24,648; therefore, less than one percent of Balefill Fund revenues were expended for e-waste recycling.*

**7. Question. How does the City of Cheyenne's e-waste program compare to the City of Casper's e-waste program?**

*Answer. According to Dennis Pino, City of Cheyenne's e-waste program costs \$1,200 per week, \$62,400 per year to operate. The City of Cheyenne contracts with a recycler in Fort Collins, Colorado called Refresh. Refresh provides cages to the City of Cheyenne for sorting and storing the e-waste and Refresh picks up Cheyenne's e-waste and transports it to its Fort Collins recycling facility. Currently the City of Cheyenne's definition of e-waste is similar to Casper's definition; however, the City of Cheyenne does not sort out televisions (TVs), flat screens, computer monitors and cathode ray tube (CRT) devices for landfilling as the City of Cheyenne transports its waste stream to a landfill in Colorado and does not currently have a permitted landfill of its own.*

*The primary differences other than sorting between Cheyenne's and Casper's e-waste program is the City of Casper's contracted recycler does not provide the e-waste storage units or transport the e-waste. The City of Casper gets quotes from hauling companies to transport e-waste to the e-waste recycling facility. The hauling company who most frequently provides the lowest transport bids is North Park Transportation Company out of Denver, Colorado. Hauling recyclables to ERI's Aurora, Colorado recycling facility is estimated to be \$600 per round trip, and staff estimates eight trips per year for an annual estimated cost of \$4,800. Staff also estimates the annual cost for recycling e-waste under the ERI contract would cost between \$28,700 (82,000 lbs @ \$0.25/lb plus 82,000 lbs @ \$0.10/lb) and \$57,400 (164,000 lbs @ \$0.35/lb).*

*The costs between Cheyenne's and Casper's e-waste program is similar as Cheyenne's annual cost is \$62,400 including TVs, flat screens, computer monitors and CRT devices in its e-waste recycling waste stream. Casper's annual cost, if they did not sort out TVs, flat Screens, computer monitors and CRT devices, would be \$62,200 (\$57,400 + \$4,800 for transport).*

**8. Question.** How much would it save for City staff to haul e-waste to Aurora, Colorado versus hiring a transport hauler?

*Answer.* The cost to have City staff haul e-waste to Aurora, assuming there is not additional insurance requirements for hauling out of state, would be approximately \$840 per trip. This cost includes one city employee, driving for 10 hours round trip from Casper to Aurora, plus 2 hours assisting with unloading, and an occasional overnight stay in a hotel in inclement weather.

**9. Question.** Does the Wyoming Department of Environmental Quality (WDEQ) approved Casper Regional Landfill (CRL) permit allow burying e-waste?

*Answer.* Yes, the CRL's lined landfill is permitted to allow burying of e-waste. However, the CRL's unlined landfill is not allowed to bury e-waste.

**10. Question.** When did the City start burying garbage in a lined landfill Instead of an unlined landfill, and what was the cost difference?

*Answer.* In 2009, the CRL lined landfill started receiving wastes. The Casper landfill tipping fee was increased by \$5 per ton to cover the additional costs to line its landfill.

**11. Question.** What would it have cost the City to landfill its e-waste instead of recycling the e-waste?

*Answer.* The current cost to landfill at the lined CRL is \$47 per ton and the annual weight of e-waste received from 2007 to 2016 varied. Therefore, the annual disposal costs to landfill e-waste would have ranged from \$25,000 (2007 – 2011) to \$3,854 (2016).

**12. Question.** What percentage of the waste stream buried at the CRL would be attributed to e-waste if e-waste was buried instead of recycled?

*Answer.* In 2016, 82 tons of e-waste were recycled and 114,742 tons of municipal solid waste (MSW) were buried at the CRL. If Casper had buried the 82 tons of e-waste in 2016, e-waste would have contributed 0.07% of the MSW waste stream. The CRL receives on average 350 tons per day of municipal solid waste.

**13. Question.** What type of chemicals can be released into the environment from burying e-waste?

*Answer.* Electronics can contain lead, chromium, cadmium, mercury, beryllium, nickel, zinc, and brominated flame retardants.

**14. Question.** What happens to the liquids (landfill leachate) in the lined CRL?

*Answer. Liquids (aka landfill leachate) are collected in piping infrastructure above the landfill liner and pumped to Casper's wastewater treatment plant for treatment (WWTP). Lead, chromium, cadmium, mercury, beryllium, nickel, zinc and bromide are elements listed on the WWTP's industrial pretreatment list.*

**15. Question.** What valuable resources can be obtained by recycling e-waste?

*Answer. Many electronics contain rare earth metals, precious metals, and other metals such as steel and aluminum that can be reused in manufacturing new electronics and other goods.*

**16. Question.** How long does a landfill liner last?

*Answer. The Geosynthetic Research Institute has done significant research on the life of geosynthetic landfill liners. These liners can last for a very long time (in excess of hundreds of years) unless they are exposed to UV light and/or elevated temperatures. Liners at the bottom of landfills are not exposed to UV light, but may be subject to higher temperatures resulting from degradation of organic waste. High density polyethylene (HDPE) liners such as the ones used at the CRL have a minimum half-life of about 70 years at the most extreme temperatures observed in landfills (about 40 degrees Celsius). The half-life of the HDPE liners is longer in landfills where temperatures are less, such as Wyoming landfills, where the arid climate limits water (an essential ingredient to degradation) to the landfill and the degradation process is slower. This is supported by anecdotal evidence such as non-degraded and readable newspapers from the 1970s in the Casper Balfill that were uncovered during construction. This information suggests, that HDPE liners will maintain their function for over 100 years at the CRL. This is well beyond the time that the CRL will generate leachate (fluid from the landfill) and thus any hydraulic driving force for any contaminants to penetrate the liner system. The CRL's liner also consists of a geosynthetic clay liner under the HDPE liner, which is comprised of Wyoming bentonite. The geosynthetic clay liner provides a "backup" to the HDPE liner and will continue to provide a barrier to fluid movement long after the HDPE has degraded.*

RESOLUTION NO. 17-64

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH ELECTRONIC RECYCLERS INTERNATIONAL, INC., FOR PROCESSING, DECONSTRUCTION AND RECYCLING OF ELECTRONICS WASTE FOR THE CASPER REGIONAL SOLID WASTE FACILITY.

WHEREAS, the City of Casper desires to enter into a contract for professional services with Electronic Recyclers International, Inc., to provide processing, deconstruction and recycling of electronics waste received by the City of Casper for a five (5) year period effective through March 1, 2022; and,

WHEREAS, Electronic Recyclers International, Inc., is able and willing to provide those services, specified as City of Casper Solid Waste Facility Electronic Recycling Program, subsequently referred to as the "Casper E-waste Recycling Program," Project No. 17-012.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Electronic Recyclers International, Inc., to provide professional recycling services for the Casper Electronics Waste Recycling Program, Project No. 17-012.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments for the 2017 calendar year reporting period, as set forth in said Agreement, in an amount not to exceed an annual sum of Thirty-Five Thousand Dollars (\$35,000) during the Initial Term, and any subsequent, annual term.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

March 24, 2017

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

**FROM:** Andrew Beamer, P.E., Public Services Director   
Andrew Colling, Engineering Tech

**SUBJECT:** Authorizing an Agreement with Inberg-Miller Engineers (IME) for the 2017 Construction Testing and Material Sampling Services, Project No. 17-034.

**Meeting Type & Date:**

Regular Council Meeting, April 18, 2017

**Recommendation:**

That Council, by resolution, authorize an agreement with Inberg-Miller Engineers (IME) in an amount not to exceed \$20,000 for the Construction Testing and Material Sampling Services, Project No. 17-034.

**Summary:**

To ensure compliance with City of Casper specifications, construction testing is performed on all capital improvement projects. On large projects, this requirement becomes the responsibility of the consultant overseeing the project. The City Engineer's Office also performs a number of smaller capital improvement projects in-house.

A Request for Proposals was issued to solicit testing services for 2017. Inberg-Miller Engineers and Strata responded. Provided in their proposals were the testing services they are able to perform along with their fee schedule.

Based upon the fee schedules submitted, it is recommended that Inberg-Miller Engineers be awarded a contract for construction testing and material sampling services in the amount of \$20,000. Inberg-Miller Engineers is located in Casper. This agreement is for one (1) year, renewable annually for up to two (2) additional years at the discretion of the Owner based off the past years performance of the Consultant.

**Financial Considerations**

Funding for these services will come from the budgets established for the various projects.

**Oversight/Project Responsibility**

Engineering Division

**Attachments**

Memo, Resolution, Agreement

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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. Inberg-Miller Engineers, 1120 East ‘C’ Street, Casper, Wyoming, 82601 (“Consultant”).

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

### RECITALS

A. The City is undertaking construction of capital improvement projects.

B. The project requires professional services for construction testing and material sampling services.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

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

The Consultant shall provide construction testing and sampling in accordance with the City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements, dated January, 2006, and as directed by the City.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 31<sup>st</sup> day of December, 2017.

This agreement is for one (1) year, renewable annually for up to two (2) additional years at the sole discretion of the Owner. The unit prices provided for the 2017 Construction Testing and Sampling Services shall remain the same throughout 2019, including this contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a ceiling amount of Twenty Thousand Dollars (\$20,000), all in accordance with the Consultant's fee schedule rates, which are attached as Exhibit A (3 pages) and made a part of this Contract.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

Walker Tinsley

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS

CONSULTANT  
Inberg-Miller Engineers

By: Katie Pirik  
Printed Name: Katie Pirik  
Title: Secretary

By: Eric T. Graney  
Printed Name: ERIC T. Graney  
Title: Senior Vice President



## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subconsultants, agents, representatives, or employees.**

*B. Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment

of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

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

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subconsultants.

10. *Special Risks or Circumstances*

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

E. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Consultant and any subconsultant thereof.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

# EXHIBIT 'A'

City of Casper Engineering Division

## b. Availability/Responsiveness of Key Personnel

We have the resources and technical expertise to provide the City with assistance in performing the entire set construction materials testing tasks for this project. Because we have several key personnel that can contribute to each of the identified task subjects, we have flexibility in assigning appropriate personnel to each task while maintaining our current and future workloads. Although not anticipated, based on workloads, if additional staff is required and not available from our Casper office work force, additional staff will be bought in from one our Wyoming offices at no additional cost to the City.

## IV. Construction Testing and Sampling Fee Schedule

We are flexible in the billing of our services to meet the needs of our clients and the project. We typically are compensated on an hourly basis from our standard or special fee schedules for field, office, and laboratory services. Other testing not included in the fee schedule below will be charged at our standard rates in accordance with our attached general fee schedule. **No additional fee's will be charged for trip/vehicle.** For this project, the following special fee schedule will be applied:

<u>Description</u>	<u>Unit Rate</u>
1. Field and Laboratory Testing hourly rate. Rate includes technician time, vehicle, mileage and equipment usage to and from our Casper office.	\$70 /hour
2. Moisture-density analyses per ASTM D698.	\$210 /each
3. Aggregate gradations per ASTM C136.	\$140 /each
4. Hot mix asphaltic pavement aggregate gradation testing, Marshall Density, stability and flow testing.	\$450 /each
5. Asphalt Coring equipment and bit charge	\$20 /core
6. Concrete Compression Strength Testing	\$5 /cylinder
7. Scheduling, Reporting Results, and Clerical	\$65 /hour
8. Meetings, Consulting, and Project Management.	\$105 /hour

## V. General Fee Schedule

### PERSONNEL

Professional Engineer/Scientist I - VII.....	\$85.00 to \$145.00 /Hour
Professional Land Surveyor I - III .....	\$115.00 to \$135.00 /Hour
Senior Staff Engineer/Scientist I – III .....	\$100.00 to \$120.00 /Hour
Staff Engineer/Scientist I – III.....	\$75.00 to \$95.00 /Hour
CAD Drafting Technician I - III .....	\$75.00 to \$95.00 /Hour
2-Person Survey Crew.....	\$130.00 /Hour
GPS Technician/Party Chief I – III.....	\$85.00 to \$95.00 /Hour
Drilling Manager .....	\$75.00 /Hour
Project Support.....	\$80.00 /Hour
Engineering Technician/Survey Technician I – VII .....	\$55.00 to \$85.00 /Hour
Clerical .....	\$45.00 /Hour

### EQUIPMENT

Vehicle .....	\$8.00 /Hour.....	\$50.00 /Day, *plus \$1.00 /Mile
One-Ton Flat Bed Truck .....	\$10.00 /Hour .....	\$60.00 /Day,*plus \$1.50 /Mile
Drill Rig.....		\$2.30 /*Mile
ATV .....		\$100.00 /Day
UTV .....		\$250.00 /Day
Nuclear Gauge .....	\$10.00 /Hour .....	\$50.00 /Day
GPS/RTK System .....	\$50.00 /Hour .....	\$300.00 /Day
Robotic Total Station .....	\$40.00 /Hour .....	\$200.00 /Day

\* **Fuel Surcharge:** Mileage rate is based on fuel prices as of July 2014 (Source: wyominggasprices.com). If fuel prices increase over 15% from July 2014 rates, the percentage of increase will be added to all mileage rates.

### EXPENSES

Additional Hard Copies of Bound Reports (Less Than 100 Pages).....	\$35.00 /Copy
Motel, Meals, Prints, Postage, Equipment Rental, Photocopies, and Other Miscellaneous Supplies .....	Direct Expense, Plus 10%
Subconsultant Services Secured With Client's Approval .....	Direct Expense, Plus 15%
Communication Expenses .....	2.5%
All Other Equipment and Materials Not Listed.....	<b>BY QUOTATION</b>

### **NOTES:**

- All field charges begin at the time of departure and terminate at the time of return to the point of origin and/or place of lodging while away from the principal office, less time off for the convenience of the personnel.
- At client's request, or convenience, these hourly rates will be increased by fifty (50) percent to cover direct additional payroll and payroll-related charges for work requested on Holidays.
- All rates apply to travel time, stand-by time, project management, consultation, and report preparation time, unless noted otherwise.
- Inberg-Miller Engineers will prepare an estimated budget for services based upon client's detailed scope of services, if requested. Please be informed that project management and project support costs are a necessary part of any services provided. Final invoiced amounts may vary from estimated amounts depending on variations in scope, time of performance, and/or changes in anticipated conditions. Any items not specifically listed are by quotation.

### CIVIL ENGINEERING..... **BY QUOTATION**

- Highway Design, Street Design, Grading and Drainage Design
- Solid Waste Planning; Landfill, Baler, and Transfer Station Design and Permitting
- Water System Design, Sanitary Sewer Design, Storm Sewer Design

Construction Testing & Sampling Services for City of Casper Engineering  
Inberg-Miller Engineers 19093-CM



City of Casper Engineering Division

- Irrigation and Drainage Design, Hydrologic and Hydraulic Analysis
- Residential and Commercial Subdivision Design
- Site Design for Commercial Developments and Schools
- Spill Prevention Control and Countermeasure (SPCC) Plans
- Stormwater Pollution Prevention (SWPPP) Plans
- Mine Permitting and Mine Reclamation Design
- Construction Contract Administration and Construction Observation

**GEOTECHNICAL ENGINEERING..... BY QUOTATION**

**FIELD SERVICES**

- Subsurface Exploration, Contract Drilling, Direct Push Exploration, Rock Coring
- Drilling and Sampling (Small, Medium and Large Diameter Test Borings)
- Foundation Analysis and Design Recommendations
- Earth Dam & Reservoir Design and Reconnaissance, Slope Stability Analysis
- Explorations for Roadway; Borrow Sources and Aggregate Sources on Highway Construction
- Monitor Well Installation, Development, Purging, Sampling, Abandonment
- Field Sampling and Testing of Soil, Groundwater, and Air
- Ground Water Pumping/Drawdown Tests, Permeability/Density of In-Place Soil

**LABORATORY SERVICES**

- Moisture-Density Relations of Soils, Particle Size Analyses, Soil Index Tests
- Soil Classification, Strength Tests, Volume Change, California Bearing Ratio Test
- Triaxial Shear Strength Tests, Permeability Tests, Corrosivity Tests (Soil)
- Analytical Testing of Soil and Ground Water Samples, Packaging and Handling of Samples
- Mobile Laboratory

**CONSTRUCTION MATERIALS TESTING AND OBSERVATION..... BY QUOTATION**

**FIELD AND LABORATORY SERVICES**

- Soils/Aggregates, Portland Cement Concrete and Masonry, Asphalt Concrete
- International Code Council (ICC) Structural Masonry Inspection and Structural Steel, Bolting, and Welding Inspections (S1 & S2 Level)

**ENVIRONMENTAL ENGINEERING..... BY QUOTATION**

- Solid Waste Disposal Design and Permitting
- Categorical Exclusions, Phase I, II, and III Site Assessments, Extent of Contamination Studies
- Soil and Groundwater Remediation Systems Design and Implementation
- Monitor Well Installation, Development, Purging, Sampling, and Abandonment
- Field Sampling and Testing of Soil, Groundwater, and Air
- Geologic Cross-Sections, Contaminant Isoconcentration Maps

**LAND SURVEYING..... BY QUOTATION**

- **PROPERTY SURVEYS:** Subdivision Platting and Mapping, Farm/Ranch Surveys, Cadastral Surveys, Boundary Retracement
- **ENGINEERING SURVEYS:** Topographic Surveys, Highway, Street, and Road Design Surveys, River and Flood Plain Cross-Sections
- **UTILITY SURVEYS:** Preliminary, Construction, and As-Built Surveys for Cross-Country Pipelines and Power Transmission Lines
- **CONSTRUCTION SURVEYS:** Highways, Utilities, Bridges
- **MISCELLANEOUS:** Mine Reclamation Surveys, Water Rights, Mining Claims
- **ALTA/ACSM** Land Title Detailed Property Surveys

Payment is due upon presentation of invoice, and is past due 30 days from invoice date. A finance charge of one and one-half (1½) percent per month, or the maximum rate allowed by law, will be assessed against the unpaid balance

Construction Testing & Sampling Services for City of Casper Engineering  
Inberg-Miller Engineers 19093-CM

RESOLUTION NO. 17-65

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH INBERG-MILLER ENGINEERS, FOR THE 2017 CONSTRUCTION TESTING AND MATERIAL SAMPLING PROJECT.

WHEREAS, the City of Casper desires to secure a local consulting engineering firm to provide construction testing and material sampling services; and,

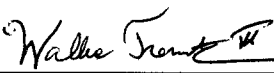
WHEREAS, Inberg-Miller Engineers, of Casper, Wyoming, is ready, willing and able to provide those services specified as the 2017 Construction Testing and Material Sampling Project; and,

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 Inberg-Miller Engineers for the engineering services more specifically delineated in the contract agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Twenty Thousand Dollars (\$20,000).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

March 13, 2017

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

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

**SUBJECT:** Authorizing an Agreement with Central Wyoming Regional Water System Joint Powers Board (JPB) for a System Investment Charge Update Study for the Regional Water System and the City of Casper

**Meeting Type & Date**

Regular Council Meeting scheduled for April 18, 2017.

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize a funding agreement in the amount of \$15,498 with the JPB for a System Investment Charge Update Study for the Regional Water System and the City of Casper.

**Summary**

System investment charges (SIC), or tap fees, are a one-time fee charged for new water and sewer system connections. SIC revenues are used to recover costs of existing and future water and wastewater system capital improvements (i.e. – tanks, booster stations, transmission mains, sewer interceptors, lift stations, water and wastewater treatment plant expansions, etc.).

The City of Casper system investment charges have not been updated since 1986. The Regional Water System investment charges have not been updated since 1998.

An agreement has been consummated with Raftelis Financial Consultants in the amount of \$104,405 to conduct a system investment charge/cost of services study for the City of Casper and the Central Wyoming Regional Water System. The agreement specifies that at the end of the contract, the Central Wyoming Regional Water System will reimburse to the City of Casper their fair share of the system investment charge/cost of services study up to a maximum amount of \$15,498. The JPB share of the costs is proportionately less than the City's due to the fact that the cost of services portion of the study will not pertain to that fund.

The Central Wyoming Regional Water System Joint Powers Board, at its regular March 21, 2017 meeting, approved this agreement.

### **Financial Considerations**

At the conclusion of the contract with Raftelis, the Central Wyoming Regional Water System will pay \$15,498, its fair share, to the City of Casper.

### **Oversight/Project Responsibility**

The agreement will be administered by Bruce Martin, Public Utilities Manager.

### **Attachments**

- Resolution Authorizing an Agreement with Central Wyoming Regional Water System Joint Powers Board (JPB) for a System Investment Charge Update Study for the Regional Water System and the City of Casper
- Agreement Between the City of Casper and the Central Wyoming Regional Water System Joint Powers Board for a System Investment Charge Update Study for the Regional Water System and the City of Casper

**AGREEMENT BETWEEN THE CITY OF CASPER AND  
THE CENTRAL WYOMING REGIONAL WATER SYSTEM  
JOINT POWERS BOARD FOR A SYSTEM INVESTMENT  
CHARGE UPDATE STUDY FOR THE REGIONAL WATER  
SYSTEM AND THE CITY OF CASPER**

THIS AGREEMENT is made, and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and among the City of Casper, Wyoming, a Municipal Corporation, hereinafter referred to as “City,” and the Central Wyoming Regional Water System Joint Powers Board, hereinafter referred to as “JPB.”

WHEREAS, because of economies of scale, and manpower efficiencies, it is cost effective for the City and JPB to jointly perform a system investment charge study update; and,

WHEREAS, in 1997 the JPB had a consultant perform a system investment charge study for the Regional Water System; and,

WHEREAS, in 1998 the JPB implemented system investment charges for new connections to the Regional Water System; and,

WHEREAS, the City of Casper last updated its system investment charges for its water distribution, wastewater collection, and wastewater treatment plant in 1986; and,

WHEREAS, the JPB and City desire to perform a system investment charge update study for the Regional Water System fund, Water Distribution System fund, Wastewater Collection System fund, and the Wastewater Treatment Plant fund; and,

WHEREAS, a contract is needed between the parties to delineate the duties and financial responsibilities of each party for the system investment charge update study.

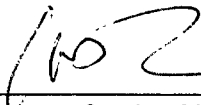
NOW, THEREFORE, it is hereby agreed among the parties that:

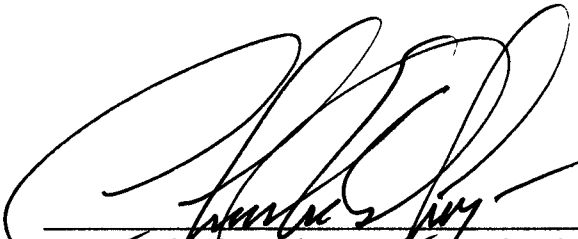
1. The City shall be responsible for administering the system investment charge update study on behalf of the JPB and the City. The Consultant’s professional service agreement will be with the City.
2. The JPB shall participate in an upfront study workshop with the Consultant in conjunction with the City Public Utilities Advisory Board and the City Management Oversight Committee (Regional Wastewater Treatment Plant).
3. At the end of the study the Consultant shall present its results in a combined meeting of the JPB, the City Public Utilities Advisory Board and the City Management Oversight Committee (Regional Wastewater Treatment Plant).

4. The anticipated cost for the system investment charge update study is One Hundred Four Thousand Four Hundred Five Dollars (\$104,405). The JPB's share of the cost is anticipated to be Fifteen Thousand Four Hundred Ninety-Eight Dollars (\$15,498).
5. At the end of the study the City shall bill the JPB for its proportionate share of the cost of the study not to exceed Fifteen Thousand Four Hundred Ninety-Eight Dollars (\$15,498) unless modified by an amendment to this agreement. The City shall prepare and submit to the JPB an itemized bill covering only costs associated with the system investment charge study for the Regional Water System.
6. The City of Casper and the Central Wyoming Regional Water System Joint Powers Board do not waive any immunity or limitations of liability afforded them by the Wyoming Governmental Claims Act and all such immunity and limitations of liability are retained.

THIS AGREEMENT IS MADE AND DULY EXECUTED on the date first written above by the City Council of the City of Casper and the Board of the Central Wyoming Regional Water System Joint Powers Board.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney for the City of Casper

  
\_\_\_\_\_  
Attorney for Central Wyoming Regional  
Water System Joint Powers Board

ATTEST:

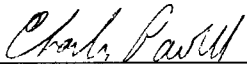
CITY OF CASPER, WYOMING  
A Municipal Corporation:

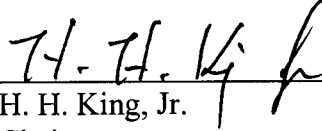
\_\_\_\_\_  
Tracy L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

ATTEST:

CENTRAL WYOMING REGIONAL  
WATER SYSTEM JOINT POWERS  
BOARD:

  
\_\_\_\_\_  
Charlie Powell  
Secretary

  
\_\_\_\_\_  
H. H. King, Jr.  
Chairman

RESOLUTION NO.17-66

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD FOR A SYSTEM INVESTMENT CHARGE UPDATE STUDY FOR THE REGIONAL WATER SYSTEM AND THE CITY OF CASPER.

WHEREAS, the Regional Water System has not updated its system investment charge since 1998; and,

WHEREAS, the City of Casper has not updated its system investment charges for its Water Distribution, Wastewater Collection, and Wastewater Treatment Plant since 1986; and,


WHEREAS, because of economies of scale, and manpower efficiencies, it is cost effective for the City and the Regional Water System to jointly perform a system investment charge study update; and,

WHEREAS, the Regional Water System and City of Casper desire to perform a system investment charge update study for the Regional Water System Fund, Water Distribution System Fund, Wastewater Collection System Fund, and Wastewater Treatment Plant Fund.

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 between the City of Casper and the Central Wyoming Regional Water System Joint Powers Board for a System Investment Charge Update Study for the Regional Water System and the City of Casper.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tracy L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor



March 30, 2017

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

**FROM:** Tracey L. Belser, Assistant City Manager/Support Services Director  
Jason Shellabarger, Fleet Maintenance Manager SUB

**SUBJECT:** Authorize the Purchase of One (1) Used John Deere Gator with Dakota 410 Turf Tender, in the Estimated Total Amount of \$39,159.11, for Use by the Parks Division.

**Meeting Type & Date**

Regular Council Meeting. April 18, 2017

**Action type**

Minute Action

**Recommendation**

That Council, by minute action, authorize the purchase of one (1) used John Deere Gator with Dakota 410 turf tender, from Stotz Equipment, Evansville, Wyoming, to be used in the Parks Division of the Public Services Department, in the estimated total amount of \$24,959.11.

**Summary**

Quotes were requested for one (1) used utility vehicle with top dresser. On February 16, 2017, four (4) quotes were received for the purchase of this used piece of equipment, as required by the City of Casper's purchasing policy. The recommended purchase of the used John Deere Gator with Dakota 410 turf tender is the lowest quote provided. The John Deere Gator with 410 turf tender from Stotz Equipment meets all the required specifications.

The turf tender is John Deere's name for a top dresser. It is an attachment that fastens to the area of the gator where the utility bed would be. Materials such as sand or infield mix are loaded into it and it distributes it out evenly throughout the work area. These are used frequently for thinning turf areas on sports fields and golf courses. When the turf is thinning or struggling, it needs to grow into a medium so that is why the sand is needed to be placed.

There are two trades associated with this single purchase. The current top dresser the Parks Division has was purchased to help large areas with the grow in phase. The most beneficial use was for the soccer complex because of its size and also the beginning stages of the field of dreams, but very cumbersome and awkward to fit into tight spaces on ball fields. With a new top dresser, staff will not have to utilize two pieces of equipment providing more effective and efficient operations. The other trade is a Ditch Witch trailer 1999 that has only 80 hours on it and due to the underutilization it is recommended to trade in to reduce fleet.

The quotes are as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
<b>(1) Used John Deere Gator with Dakota 410 Turf Tender</b>	<b>Stotz Equipment Evansville, WY</b>	<b>\$39,159.11</b>	<b>\$14,200.00</b>	<b>\$24,959.11</b>
(1) New John Deere Gator with Dakota	Stotz Equipment 410 Turf Tender Evansville, WY	\$45,782.76	\$14,200.00	\$31,582.76
(1) Used John Deere Gator with Dakota 410 Turf Tender	Potter County Implement Gettysburg, SD	\$44,100.00	\$11,500.00	\$32,600.00
(1) Used John Deere Gator with Dakota 410 Turf Tender	Sheridan County Implement Sheridan, WY	\$44,297.77	\$10,550.00	\$33,747.77

**Financial Considerations**

This purchase is approved in the FY17 adopted budget and is funded by the One Cent #15 Optional Sales Tax Revenue.

**Oversight/Project Responsibility**

This purchase will be made by Jason Shellabarger, Fleet Maintenance Manager in Support Services with oversight being transferred to Dan Coryell, Parks Manager in Public Services after the equipment is received.

**Attachments**

No Attachments

March 30, 2017

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

**FROM:** Tracey L. Belser, Assistant City Manager/Support Services Director  
Jason Shellabarger, Fleet Maintenance Manager  
Cindie Langston, Solid Waste Manager *JB*

**SUBJECT:** Authorize Purchase of One (1) Used Genie Aerial Man-lift, in the Estimated Total Amount of \$35,540, for Use by the Solid Waste Division

**Meeting Type & Date**

Regular Council Meeting. April 18, 2017

**Action type**

Minute Action

**Recommendation**

That Council, by minute action, authorize the purchase of one (1) used aerial man-lift, from Wyoming Rents, LLC Casper, Wyoming, to be used in the Solid Waste Division of the Public Services Department, in the estimated total amount of \$35,540.00.

**Summary**

WDEQ landfill permit regulations require landfill owners to prevent windblown litter from reaching neighboring property and to prevent the accumulation of windblown litter on landfill property. The City has received notification of deficiencies related to litter prevention and control in recent years. Litter fencing significantly reduces windblown litter from reaching neighboring property and reduces labor costs to pick up litter by providing a single point of accumulation rather than hundreds of acres of open fields. Litter fencing fabric is frequently cut by blowing cardboard. These gaps in the litter fence allow litter to be blown downwind on to open fields and neighbors' property; therefore, it is important to repair the fencing in an expedient manner. City staff has been unsuccessful in responding quickly because bucket trucks from other city divisions are rarely available on short notice and renting is cost prohibitive.

City staff researched both sharing equipment with other City divisions and purchasing lifting equipment to provide immediate access for quick repairs. The City has four bucket trucks in its fleet. Three of the bucket trucks reach 37 feet and one reaches 55 feet. The bucket truck reaching 55 feet is ideal for repairing damaged litter fencing; however, its availability is limited in the winter when landfill litter fencing damage occurs most frequently. Two of the three bucket trucks reaching 37 feet are dedicated to City traffic operations and have limited to no availability. The other bucket truck reaching 37 feet is available a few days a week. Utilizing other divisions' lifting equipment on short notice is problematic because it affects other City divisions' ability to be efficient in their operations. Purchasing a new tele-handler or bucket truck is cost prohibitive; however, research showed used aerial man-lifts are available at a low cost and ideal for repairing litter fences. City landfill staff rented a used aerial man-lift and

verified it was the right piece of equipment for the job. See attachment for a photograph of an aerial man-lift.

Quotes were requested for one used man-lift. On February 23, 2017, three quotes were received. All three quotes were from Wyoming Rents. No other vendor could provide quotes for the used equipment requested. The recommended man-lift is the lowest quote provided, with the exception of the quote for the used JLG man-lift, which did not meet the required specifications due to having fixed telescoping boom as opposed to an articulating boom. There is not a trade-in associated with this purchase.

The quotes are as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
(1) Used Genie 60 foot Aerial Man Lift	Wyoming Rents, LLC Casper, WY	\$35,540.00	None	\$35,540.00
(1) Used JLG 65 foot Aerial Man Lift	Wyoming Rents, LLC Casper, WY	\$31,540.00	None	\$31,540.00
(1) New Genie 62 foot Aerial Man Lift	Wyoming Rents, LLC Casper, WY	\$98,660.00	None	\$98,660.00

**Financial Considerations**

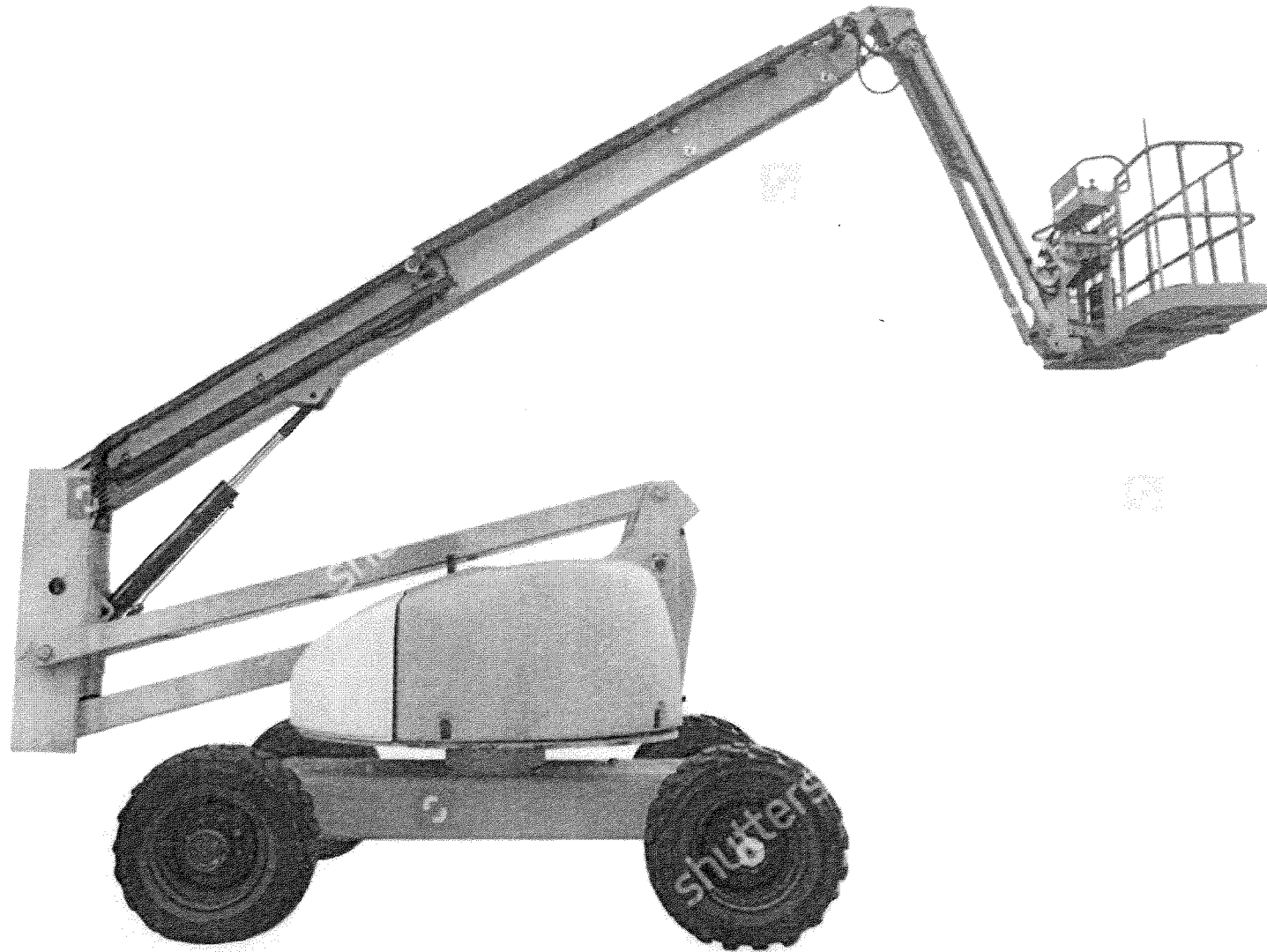
Funding for this purchase comes from Budgeted Use of Reserves of the Balefill Fund.

**Oversight/Project Responsibility**

This purchase will be made by Jason Shellabarger, Fleet Maintenance Manager in Support Services with oversight being transferred to Sean Orszulak, Solid Waste Superintendent in Public Services after the equipment is received.

**Attachments**

Photograph of an Aerial Man-lift



March 30, 2017

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

**FROM:** Tracey L. Belser, Assistant City Manager/Support Services Director *TLB*  
 Jason Shellabarger, Fleet Maintenance Manager

**SUBJECT:** Authorize the Purchase of Two (2) Belly Deck Mowers, in the Estimated Total Amount of \$26,051.50, for Use by the Parks Division of the Public Services Department.

**Meeting Type & Date**

Regular Council Meeting. April 18, 2017

**Action type**

Minute Action

**Recommendation**

That Council, by minute action, authorize the purchase of two (2) new belly deck mowers, from Stotz Equipment, Evansville, Wyoming, to be used in the Parks Division of the Public Services Department, in the estimated total amount of \$17,051.50.

**Summary**

Bids were requested for two (2) new belly deck mowers. On February 2, 2017, one (1) bid was received from one (1) local vendor. These new mowers are replacing two (2) older mowers that are due for replacement. For the past couple of years the Parks Division has been downsizing the amount of trim mowers as well as upgrading mowers still needed for operations. Two years ago the Parks Division traded four (4) trim units for two (2) and this year will upgrade two (2) older units for two (2) new models. This amount of equipment fits the needs of seasonal staff hired.

As required by Wyoming State Statute 15-1-113(b), a notice was published in a local newspaper once a week for two (2) consecutive weeks. The recommended purchase of the John Deere, X754 lawn tractors meet all of the required specifications for the new belly deck mowing equipment.

The bid was as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
(2) New Belly Deck Mowers	Stotz Equipment Evansville, WY	\$26,051.50	\$9,000.00	\$17,051.50

**Financial Considerations**

This purchase is approved in the FY17 adopted budget and is funded by the One Cent #15 Optional Sales Tax Revenue.


**Oversight/Project Responsibility**


This purchase will be made by Jason Shellabarger, Fleet Maintenance Manager in Support Services with oversight being transferred to Dan Coryell, Parks Manager in Public Services after the equipment is received.

**Attachments**

No Attachments

April 4, 2017

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

**FROM:** Tracey L. Belser, Assistant City Manager/Support Services Director   
Jason Shellabarger, Fleet Maintenance Manager

**SUBJECT:** Authorize the Purchase of One (1) New Half Ton 4x4 Pick-up with Options, in the Estimated Total Amount of \$30,448.00, for Use by the Metro Animal Services Division.

**Meeting Type & Date**

Regular Council Meeting. April 18, 2017

**Action type**

Minute Action

**Recommendation**

That Council, by minute action, authorize the purchase of one (1) new half ton pick-up with options, from Fremont Motor Company-Lander, Lander, Wyoming, to be used in the Metro Animal Services Division, in the estimated total amount of \$19,568.00.

**Summary**

Bids were requested for one (1) New Half Ton 4x4 Pick-up, with options. On March 1, 2017, one bid was received from Fremont Motor Company- Lander, and two (2) “no bids” were received from Fremont Motor Company- Casper, and Fremont Motor Company- Riverton. This purchase will replace one (1) unit for the Metro Animal Services Division that is being replaced due to age and mileage. The recommended purchase of the Ford F-150 4x4 pickup meets all of the required specifications. The two “no bids” were due to Chevrolet and Dodge not offering a half ton extended cab pickup with an 8’ foot bed option. As required by State Statute 15-1-113(b), a notice was published in a local newspaper once a week for two (2) consecutive weeks.

The bids with options and trade allowances are as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
<b>(1) 2017 Ford F-150 4x4 extended cab 8 foot bed pick-up</b>	<b>Fremont Lander</b>	<b>\$30,448.00</b>	<b>\$10,880.00</b>	<b>\$19,568.00</b>
NO BID	Fremont Riverton	\$0.00	\$0.00	\$0.00



<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
NO BID	Fremont Casper	\$0.00	\$0.00	\$0.00

**Financial Considerations**

This purchase is approved in the FY17 adopted budget and is funded by the Metro Animal Services Fund.


**Oversight/Project Responsibility**


This purchase will be made by Jason Shellabarger, Fleet Maintenance Manager in Support Services with oversight being transferred to Tory Walsh, Metro Animal Services Manager in Community Development after the vehicle is received.

**Attachments**

No Attachments

April 4, 2017

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

**FROM:** Tracey L. Belser, Assistant City Manager/Support Services Director   
Jason Shellabarger, Fleet Maintenance Manager

**SUBJECT:** Authorize the Purchase of Four (4) New Half Ton 4x4 Pick-ups, with Options, in the Estimated Total Amount of \$101,184.30, for Use by the Public Services and Support Services Departments.

**Meeting Type & Date**

Regular Council Meeting. April 18, 2017

**Action type**

Minute Action

**Recommendation**

That Council, by minute action, authorize the purchase of four (4) new half ton 4x4 pick-ups, with options, from Fremont Motor Company-Casper, Casper, Wyoming, to be used by the Public Services and Support Services departments within the City, in the estimated total amount of \$104,184.30 with options included in the bid specifications.

**Summary**

Bids were requested for four (4) New Half Ton 4x4 Pick-ups, with options. On March 1, 2017, three (3) bids were received from Fremont Motor Company- Casper, with a bid for a Dodge, Fremont Motor Company- Riverton, with a bid for a Chevrolet, and Fremont Motor Company- Lander, with a bid for a Ford. These purchases will replace units due to age and mileage for Water Distribution Division, Meter Services Section, and Buildings and Structures Division. The recommended purchase of the Dodge 1500 pick-ups meet all of the required specifications. As required by State Statute 15-1-113(b), a notice was published in a local newspaper once a week for two (2) consecutive weeks.

The base bid for the Dodge truck, was \$26,854.00 each, before options and trade allowances. The base bid for the Chevrolet truck, was \$27,581.13 each, before options and trade allowances. The base bid for the Ford truck was \$28,995.00 each, before options and trade allowances. The bids with options and trade allowances are as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
<b>(4) 2017 Dodge 1500 4x4 extended cab pick-ups</b>	<b>Fremont Casper</b>	<b>\$113,104.30</b>	<b>\$11,920.00</b>	<b>\$101,184.30</b>

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
(4) 2017 Chevrolet 1500 4x4 extended cab pick-ups	Fremont Riverton	\$119,163.00	\$15,600.00	\$103,563.00
(4) 2017 Ford F-150 4x4 extended cab Pick-ups	Fremont Lander	\$127,055.10	\$11,920.00	\$115,135.10

The options included in the specifications were as follows:

	<u>Dodge</u>	<u>Chevrolet</u>	<u>Ford</u>
Regular Cab 8' bed	-\$2,700.00	-\$2,208.00	-\$1,290.00
Spray-in Bed Liner	\$170.00	Included	\$460.00
Headache Rack	\$516.61	Included	\$516.61
Mini Light Bar	\$942.71	Included	\$942.71
Steel Side Tool Box	\$1,632.76	\$1,630.00	\$1,632.76
LED Traffic Director	\$661.75	\$580.00	\$661.75
5yr./100,000 mi. Warranty	Included	Included	\$695.00

### **Financial Considerations**

These purchases are approved in the FY17 adopted budget and are funded by the Water Fund, and the One Cent #15 Optional Sales Tax Fund.



### **Oversight/Project Responsibility**

This purchase will be made by Jason Shellabarger, Fleet Maintenance Manager in Support Services, with oversight being transferred to Clint Conner, Water Distribution Manager in Public Services, Darren Mizokami, Utility Supervisor in Support Services, and Brad Menzel, Buildings and Structures Supervisor in Support Services after the vehicles are received.

### **Attachments**

No Attachments

April 11, 2017

**MEMO TO:** Liz Becher, Interim City Manager   
**FROM:** Tanya Johnson, Special Projects Analyst   
**SUBJECT:** Letter of Support for the City's AARP Network of Age-Friendly Communities Application

**Meeting Type & Date**

Regular Council Meeting  
04/18/2017

**Action Type**

Minute Action

**Recommendation**

That Council, by minute action, authorize the mayor to sign a letter of support to be included in the City's application to become a part of AARP's Network of Age-Friendly Communities.

**Summary**

The 2016 Senior Services "Boomer" Study Update includes a recommendation that Casper become a "Livable Community" as designated by the American Association of Retired Persons (AARP). Achieving this designation will take time, approximately 3-5 years, to complete. The first step in this process is to submit an application to become a member of AARP's Network of Age-Friendly Communities. Benefits of being a member of this Network of Age-Friendly Communities include:

- Access to a network of communities and best practices;
- Access to a volunteer network of support;
- Ability to strengthen our community's support of healthy aging and improve the well-being, satisfaction, and quality of life for older Americans; and,
- Support in making Casper a great place to live for people of all ages.

The Senior Advocacy Committee presented this opportunity to City Council at the March 14, 2017, Work Session. At that time, Council gave unanimous thumbs-up to proceed with this task as recommended in the Senior Services "Boomer" Study Update.

**Financial Considerations**

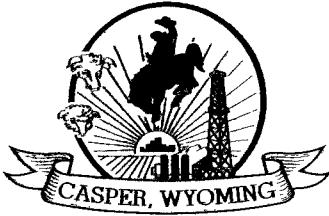
No Financial Considerations.

**Oversight/Project Responsibility**

Tanya Johnson, Special Projects Coordinator, City Manager's Office

**Attachments**

Letter of Support



OFFICE OF THE MAYOR

# CITY OF CASPER

200 NORTH DAVID STREET  
CASPER, WYOMING 82601-1815  
PHONE (307) 235-8224  
FAX: (307) 235-8313  
[www.cityofcasperwy.com](http://www.cityofcasperwy.com)

April 18, 2017

Sam Shumway  
AARP Wyoming State Director  
2020 Carey Avenue, Mezzanine  
Cheyenne WY 82009

Dear Mr. Shumway,

It is with great pleasure that I write to you today to express the City of Casper's interest in pursuing admission into the World Health Organization (WHO) and AARP's Network of Age-Friendly Cities and Communities Initiative. Throughout my career in public service, I have fought to preserve the independence of aging Casper residents while working to improve the lives of persons 50 years of age and older. Ensuring the aging community has access to necessary services, is valued and able to contribute to all aspects of life, and has a healthy and supportive environment where they can safely age in place is a prime focus of the City of Casper.

In May 2016, Casper City Council adopted the Senior Services Study Update. This update reviewed and expounded upon the City's previous Senior Services Study that was completed in 2008 with assistance from the University of Wyoming School of Social Work. The 2016 Senior Services Study Update recognized that joining AARP's Age-Friendly Communities program would be an excellent tool to be used in our mission of improving the community for seniors.

With an ever-increasing population of seniors in the Casper community, we have convened a Senior Advocacy Committee comprised of a diverse group of citizens, including policy makers, funding agencies, executives from non-profit providers, and academia. Our goal is to ensure our seniors have the resources they need in order to live healthy, safe, integrated, and independent lives.

Partnering and exchanging ideas with AARP will help enhance our ability to accomplish the tasks identified in our Senior Services Study Update of 2016 in the areas of Community Design; Transportation; Financial; Healthcare; Housing; Lifelong Learning, Social and Civic Engagement, and Recreation; and Workforce/Employment and Volunteer Opportunities.

We look forward to working with AARP Wyoming staff and volunteers as we endeavor to make Casper a great place to live for people of all ages.

Sincerely,

Kenyne Humphrey  
Mayor

April 18, 2017

MEMO TO: Members of the Casper City Council

FROM: Kenyne Humphrey, Mayor of the City of Casper

SUBJECT: Appointing Councilman Bob Hopkins to the Central Wyoming Regional Water System Joint Powers Board for the Remainder of a Three (3) Year Term Expiring December 31, 2019

Recommendation:

That Council, by minute action, authorize the appointment of Councilman Bob Hopkins to the Central Wyoming Regional Water System Joint Powers Board, for the remainder of one (1), three (3) year term expiring December 31, 2019.

Summary:

Councilman Todd Murphy was appointed to the Regional Board in December 2016. His resignation from Council has left an open seat on the Central Wyoming Regional Water System Joint Powers Board.

It is recommended that Council appoint Councilman Bob Hopkins to fill this position effective immediately. His appointment will be for one (1), three (3) year term expiring December 31, 2019.