

REGULAR COUNCIL MEETING
 Tuesday, February 7, 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.

Council Goals Scorecard <i>Actions since 5/5/2015</i>
31
193
74

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JANUARY 17, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JANUARY 26, 2017
4. CONSIDERATION OF BILLS AND CLAIMS
5. BRIGHT SPOTS IN OUR COMMUNITY – POINT –IN-TIME HOMELESS COUNT 2017 (ACKNOWLEDGEMENT OF VOLUNTEERS)
6. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish February 21, 2017, as the Public Hearing Date for Consideration of:
 - a. **Zoning of the Wolf Creek Nine Addition**, Located Generally West of Aspen Place and South of Talon Drive, as R-4 (High Density Residential) for Lots 1-17, and R-2 (One Unit Residential) for Lots 18-73.
2. Establish March 7, 2017, as the Public Hearing Date for Consideration of:
 - a. **Transfer of Ownership and Location for Retail Liquor License No. 8**, Z-Financial Administration and Management, Inc., d.b.a. **Z-Financial**, Located at 1121 Wilkins Circle to Good 2 Go Stores, LLC, d.b.a. **Good 2 Go**, Located at 1968 East Yellowstone Avenue.
 - b. **Issuance of a New Restaurant Liquor License No. 32**, Koto Casper, Inc., d.b.a. **Koto Restaurant**, Located at 5091 East 2nd Street.

7. PUBLIC HEARING

A. Minute Action

1. Authorizing the **Transfer of Location for Retail Liquor License No. 21**, Modern Electric Co., d.b.a. **Wyoming Bootlegger Liquor** from 246 West First Street to 240 West First Street.

2015 Goals		
Downtown	Infrastructure	Recreation

8. SECOND READING ORDINANCES

A. Consent

1. **Vacation and Replat** Portions of Lots 21, 22, 23, 24 & 25, Sunrise Hills No. 3; a Portion of Tract C, Sunrise Hills No. 12; Lots 3 & 4, Block 5, Lots 1 & 2, Block 6, and Kinship Drive, Harmony Hills Addition No. 2 – Phase 1, as **Raven Crest Addition**, Comprising 6.6-acres, more or less, Generally Located at Tranquility Way and Yesness Court.
2. Annexation and Plat Creating **Wolf Creek Nine Addition**. Said property Comprises 20.1-acres, more or less, and is Generally Located at the West End of Talon Drive.

9. RESOLUTIONS

- A. Authorizing Agreement with **Electronic Recyclers International, Inc.**, in an Annual Amount Not to Exceed \$57,400 over a Five-Year Period, for the **Electronics Recycling Program**.

B. Consent

1. Approving a **Planned Unit Development Site Plan** for the **Cobblestone Family Apartments Complex**, Consisting of One 3-Story and Four 2-Story Buildings, as Well as a 1-story Community Building, with a Combined Total of 52 Dwelling Units, on Lot 1, Cobblestone Addition, Generally Located north of CY Avenue, and West of Paradise Drive.
2. Authorizing a Contract for Professional Services with **Trihydro Corporation** for Conducting Phase I and Phase II **Environmental Site Assessments** in the Old Yellowstone District.
3. Authorizing Change Order No. 1 with **Haass Construction, Inc.**, in the Amount of \$5,838.09, and Time Extension of 56 Days for the **Stuckenhoff Shooters Complex Project**.
4. Authorizing Agreement with **Raftelis Financial Consultants, Inc.**, in the Amount of \$104,405, for a **System Investment Charge/Cost of Services Study**.
5. Authorizing **Permit to Encroach** on Public Right-Of-Way with **Wyoming Department of Transportation (WYDOT)** for Installation of a Pathway within WYDOT Right-of-way as Part of the **Rotary Park Pathway Project Phase I**.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	X

9. RESOLUTIONS (continued)

B. Consent

6. Authorizing **License** with the **Wyoming Department of Transportation (WYDOT)** for Installation of a Storm Sewer Line and Manholes within WYDOT Right-Of-Way along Casper Mountain Road as Part of the **Rotary Park Pathway Project Phase I**.
7. Authorizing Agreement with **Inberg Miller Engineers**, in the Amount of \$37,395, for the **Lower Eastdale Creek Channel Improvements - Phase 1 Project**.
8. Authorizing Agreement with **Golder Associates, Inc.**, in the Amount of \$23,934, for the **Operations and Maintenance Plan for the Landfill Gas Collection and Control System Project**.
9. Authorizing Amendment No. 1 to the Agreement with **Civil Engineering Professionals, Inc.**, in the Amount of \$58,897.55, for the **East 21st Street Improvements Project**.
10. Authorizing Agreement with **Wyoming Earthmoving Corporation**, in the Amount of \$126,499, for the **Casper Regional Landfill Litter Fence Project**.
11. Authorizing Amendment No. 1 to the Agreement with **Golder Associates**, in the Amount of \$19,236, for the **Landfill Gas Collection And Control System Related to the Closed Balefill**.

10. MINUTE ACTION

A. Consent

1. Authorize the Mayor to Sign a Letter of Support for a **Wyoming Community Development (WCDA) Tax Credit Application** for the Proposed **Fairground Trails Residentials Senior Citizen Apartments**.
2. Appoint **Maureen Lee** and Reappoint **Frank “Pinky” Ellis** to the **Historic Preservation Commission** for Three Year Terms, Expiring December 31, 2019.
3. Approving the **Reallocation of Capital Funds** from the Reconstruction of Mike Sedar Pool to the Installation of a **Pool Cover for the Mike Sedar Pool**.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	X

11. COMMUNICATIONS

A. From Persons Present

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

13. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, February 21, 2017 – Council Chambers

6:00 p.m. Tuesday, March 7, 2017 – Council Chambers

Work sessions

4:30 p.m. Tuesday, February 14, 2017 – Council Meeting Room

4:30 p.m. Tuesday, February 28, 2017– Council Meeting Room

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
January 17, 2017

Casper City Council met in regular session at 6:00 p.m., Tuesday, January 17, 2017. Present: Councilmen Hopkins, Huckabay, Johnson, Morgan, Murphy, Pacheco, Powell, Walsh and Mayor Humphrey.

Mayor Humphrey led the audience in the Pledge of Allegiance.

Moved by Councilman Pacheco, seconded by Councilman Hopkins, to, by minute action, approve the minutes of the January 3, 2017, regular Council meeting, as published in the Casper-Star Tribune on January 11, 2017. Moved by Councilman Morgan, seconded by Councilman Pacheco, to, by minute action, amend the minutes to state, “Aimee Kidd, 455 Milson, requesting police staffing increases and a community partnership for sexual assault victims”. Motion to amend passed. Motion to pass minutes as amended, passed.

Moved by Councilman Hopkins, seconded by Councilman Johnson, to, by minute action, approve payment of the January 17, 2017, bills and claims, as audited by City Manager McDonald. Councilman Morgan asked about the nature of the City of Casper utility refunds. City Manager McDonald explained that the refunds were the return of deposits to citizens as well as the settlement of finalized accounts. Motion passed.

Bills & Claims
01/17/17

609Consult	Services	\$3,580.15
A-1	Services	\$130.00
AceSandblasting	Services	\$2,837.50
AGiraldo	Services	\$40.00
AGonzalez	Refund	\$49.07
ALaplatney	Refund	\$13.94
AMBI	Services	\$1,357.61
Ameritech	Services	\$19,654.80
ArrowheadHeating	Services	\$837.00
AtlanticElectric	Services	\$2,992.91
AVega	Refund	\$42.26
Balefill	Services	\$100,849.96
BankOfAmerica	Goods	\$158,669.36
BMattila	Reimb	\$69.78
Breck Media	Ads	\$391.88
BSulzen	Refund	\$46.07
Burns&McDonnellEngineering	Services	\$19,737.28
BypassMobile	Supplies	\$51,839.10
C Powell	Reimb	\$119.38
CAEDA	Funding	\$104,029.98

CanDoCo	Refund	\$34.15
CarrCoatings	Services	\$40,500.00
Caselle	Services	\$75.00
CasparBuildSystems	Services	\$222,882.60
CasperPubUtilities	Services	\$125.54
Centurylink	Services	\$27,035.79
CIGNA	Services	\$12,245.10
Citrix	Services	\$6,440.00
CityofCasper	Services	\$2,870.50
CMeyers	Reimb	\$616.12
Comtronix	Services	\$732.00
ContAlcoholMont	Supplies	\$592.50
CShaffer	Refund	\$16.43
CsprAutoSales	Refund	\$30.44
DeltaConst	Services	\$345,029.90
DeltaDental	Services	\$32,712.60
DesertMtn	Goods	\$36,360.22
DPCIndustries	Goods	\$5,502.76
DStoops	Refund	\$15.44
DYork	Refund	\$54.07
EatonSIs	Parts	\$1,083.00
EdwardsComm	Services	\$166.67
EngDsgnAssoc	Services	\$9,537.80
FirstData	Services	\$529.59
FirstInterstateBank	Services	\$2,846.23
FmlyJrnyCtr	Services	\$121.80
FrontierPrecision	Supp	\$3,178.47
GPCArchtccts	Services	\$7,039.12
GreenTreeArbor	Services	\$75.00
GrizzlyExcavating	Projects	\$62,029.00
GWMechanical	Services	\$102,758.00
HaassConstruction	Projects	\$57,792.91
Hach	Goods	\$347.55
HDR Engineering	Projects	\$3,736.89
Homax	Goods	\$148,361.78
HultConst	Services	\$23,127.30
InterColiseumsCo	Services	\$2,112.36
JColeman	Refund	\$25.23
JGerhart	Reimb	\$25.73
JHosey	Refund	\$57.07
JLevin	Reimb	\$402.30
JMcGoonan	Reimb	\$67.17
JTLGroup	Services	\$111,519.91
KBarker	Refund	\$18.39
KLarramendy	Refund	\$17.22
KSchafer	Refund	\$26.02

KubwaterResources	Goods	\$4,839.01
Leonbro	Services	\$3,586.00
LnclnNtlLife	Services	\$287.59
LongBuildingTech	Services	\$4,346.23
MHiggins	Refund	\$53.43
MunicipalTrtmnt	Supp	\$74,000.00
MVerceluz	Refund	\$11.49
NationalBenefitServices	Services	\$401.20
NewDawnTechnologies	Services	\$9,821.00
NorthParkTransport	Services	\$181.77
NWCommunity Action	Services	\$1,374.30
OfficeStateLands	Services	\$3,434.22
PeakGeosolutions	Services	\$14,191.70
PlatteRiverParkwayTrust	Funding	\$26,023.94
PoliceDept	Services	\$315.00
PwdrRiverConst	Services	\$2,557.50
RailroadManagement	Services	\$194.55
RegionalWater	Services	\$246,718.19
RockyMtnPower	Services	\$83,283.76
SamParsonsUpholstery	Services	\$99.66
ScsAquaterra	Services	\$186,227.60
SGallagher	Refund	\$6.43
ShamrockEnv	Services	\$614,915.35
Smarsh	Services	\$4,582.00
SourceGas	Services	\$12,792.33
Spectrum	Funding	\$39,398.35
StantecConsultingSvcsInc	Projects	\$21,307.35
StarLineFeeds	Goods	\$330.50
StarTribune	Services	\$200.00
StealthPartnerGroup	Services	\$57,303.98
SuperiorInd	Services	\$9,568.74
SWirtz	Reimb	\$62.99
UrgentCare	Services	\$58.00
Viewpoint	Services	\$2,250.00
VisionServicePlan	Services	\$1,513.34
VSalazar	Reimb	\$500.00
VSchuler	Reimb	\$977.49
WardwellWater&Sewer	Services	\$14.00
WyBusinessCoalition	Services	\$4,810.00
WyDeptAgriculture	Services	\$25.00
WyDeptRevenue	Taxes	\$2,194.67
WYDOT	Services	\$202.93
WyMachinery	Goods	\$48,452.00
		\$3,221,575.29

Mayor Humphrey recognized members of the Chamber of Commerce Leadership Casper class in the audience. Mayor Humphrey read a proclamation for Leadership Casper Day and presented it to Bob Breck, a participant in the program. Makayla Mette, another participant, provided an overview of the program and stated that it has been an excellent professional development opportunity.

Mayor Humphrey then greeted Amanda Robbins-Lilley and two “littles” (mentees), from the Big Brothers and Big Sisters program. Mayor Humphrey, with assistance from the “littles”, read a proclamation for National Mentoring month. The goal of the proclamation is to raise public awareness about the value and importance of mentoring.

Moved by Councilman Walsh, seconded by Councilman Powell, to, by minute action: establish February 7, 2017, as the public hearing date for the consideration of the transfer of location for Retail Liquor License No. 21, Modern Electric Co., d.b.a. Wyoming Bootlegger Liquor from 246 West First Street to 240 West First Street. Motion passed.

Mayor Humphrey opened the public hearing for the consideration of the vacation and replat creating Raven Crest Addition.

City Attorney Luben entered two (2) exhibits: correspondence from Liz Becher, to V.H. McDonald, dated January 12, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated January 3, 2017. City Manager McDonald provided a brief report.

Speaking in support was Lisa Burrige, 421 S. Center.

There being no others to speak for or against the issues involving Raven Crest Addition, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 1-17
AN ORDINANCE APPROVING THE RAVEN CREST
ADDITION SUBDIVISION AGREEMENT AND THE
VACATION AND REPLAT CREATING RAVEN CREST
ADDITION, COMPRISING 6.6-ACRES, MORE OR LESS.

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

Mayor Humphrey opened the public hearing for the consideration of the annexation and plat creating Wolf Creek Nine Addition.

City Attorney Luben entered two (2) exhibits: correspondence from Liz Becher, to V.H. McDonald, dated January 12, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated January 3, 2017. City Manager McDonald provided a brief report.

Speaking in support was Shawn Gustafson, ECS Engineers.

There being no others to speak for or against the issues involving Wolf Creek Nine Addition, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 2-17
AN ORDINANCE APPROVING AN ANNEXATION,
VACATION, REPLAT, AND SUBDIVISION AGREEMENT
FOR THE PROPOSED WOLF CREEK NINE ADDITION, IN
THE CITY OF CASPER, WYOMING.

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

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

ORDINANCE NO. 16-16
AN ORDINANCE APPROVING THE FAIRGROUNDS
HOME ADDITION SUBDIVISION AGREEMENT AND
THE VACATION AND REPLAT CREATING
FAIRGROUNDS HOME ADDITION, COMPRISING
5.57 ACRES, MORE OR LESS.

WHEREAS, an application has been made for a vacation and replat of a portion of Commercial Tract 2, Westwood No. 2 Addition, to create Fairgrounds Home Addition; and,

WHEREAS, the vacation and replat is creating two new streets, Bit Lane and Spur Place, thereby necessitating the approval of an Ordinance for approval; 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, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the request to vacate and replat the above referenced property; and,

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

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Fairgrounds Home Addition Subdivision Agreement.

SECTION 2:

That the vacation and replat creating the Fairgrounds Home Addition is hereby approved under terms and conditions of the Fairgrounds Home Addition Subdivision Agreement.

SECTION 3:

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

PASSED on 1st reading the 20th of December, 2016.

PASSED on 2nd reading the 3rd of January, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17th day of January, 2017.

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

Following resolution read:

RESOLUTION NO.17-6

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING FOR THE WASHINGTON PARK BLEACHERS PROJECT.

Councilman Johnson presented the foregoing resolution for adoption. Seconded by Councilman Murphy. City Manager McDonald provided a brief report.

Jason Meyers, WLC Engineering, 200 Pronghorn, came forward to address questions. Councilman Morgan asked if during the planning phase any possible extensions were considered. Mr. Meyers indicated that the project was planned in the winter with fees and scope set based on the City's expectations and that the exact timing of the project, as well as the contractor for the construction, had not been determined at that time. Councilman Morgan asked if the amount of oversight at the construction site was more than expected. Mr. Meyers indicated that his firm is often on site full time, but that this project did not require that much oversight. Councilman Morgan indicated that further review of the 71 Construction contract had cleared up many of his questions, he thanked Mr. Meyers for answering his questions and stated that the project looked great. Councilman Hopkins also stated that the project was well designed. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 17-3

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HEDQUIST CONSTRUCTION, INC., FOR THE EASTDALE CREEK CHANNEL REPAIR AT WISCONSIN STREET, PROJECT NO. 16-043.

RESOLUTION NO. 17-4

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETTO CONSTRUCTION LLC, FOR THE SOLID WASTE GATE IMPROVEMENTS, PROJECT NO. 15-44.

RESOLUTION NO. 17-5

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH TERRACON, INC., FOR AIR EMISSIONS MONITORING AND REPORTING FOR THE CASPER REGIONAL SOLID WASTE FACILITY, AND STORMWATER MANAGEMENT SERVICES FOR THE CASPER REGIONAL SOLID WASTE FACILITY AND CASPER SERVICE CENTER.

RESOLUTION NO. 17-7

A RESOLUTION AUTHORIZING A TRANSPORTATION ALTERNATIVES PROGRAM AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE ROTARY PARK PATHWAY — PHASE II PROJECT.

RESOLUTION NO. 17-8

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HEDQUIST CONSTRUCTION, INC., FOR THE BROOKVIEW DRIVE SANITARY SEWER REPLACEMENT, PROJECT NO. 16-011.

The Assistant City Clerk misstated that these were items 8.B.1-5, however these items were 9.B.1-5 on the agenda.

Councilman Powell presented the foregoing five (5) resolutions for adoption. Seconded by Councilman Murphy. Motion passed.

Moved by Councilman Morgan, seconded by Councilman Pacheco, to, by consent minute action, authorize the reappointment of David Dovala to the Civil Service Commission for an additional three (3) year term; authorize the purchase of one (1) new spray injection patching machine, in the amount of \$68,967, from Denver Industrial Sales & Service Company; authorize the purchase of one (1) used street sweeper, in the amount of \$198,011, from CMI-Teco; and reallocate capital funds from the purchase of an aerial lift truck to a mower. Motion passed.

Individuals addressing the Council were: Dennis Steensland, 533 S. Washington, inquiring about the necessity and increased occurrence of change orders; Dale Zimmerle, 3035 Bellaire, regarding the history of prayer in the United States; Mike Allen, 2760 Robertson Road, requesting the use of the fields at 13th and Sycamore for girls' softball; Tamara McNaughton, 2651 Lynn Lane, thanking Mayor Humphrey and Councilman Pacheco for meeting with her and requesting that Council evaluate re-initiating the Training for Intervention Procedures (TIPS) for alcohol servers; and Aimee Kidd, 455 Milton, also supporting the need for TIPS training and requesting that any task force created allow survivors to be included.

Mayor Humphrey noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, January 24, 2017, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, February 7, 2017, in the Council Chambers.

Moved by Councilman Johnson, seconded by Councilman Walsh, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 7:25 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

71 CONSTRUCTION, INC.

RIN0027375 RETAINAGE	\$12,241.24		
	\$12,241.24	Subtotal for Dept.	Capital Projects - Engineering
1701-2 RETAINAGE	(\$2,715.38)		
1701-3 RETAINAGE	(\$7,809.20)		
1701-3 NORTH PLATTE SANITARY SEWER	\$78,091.99		
1701-2 NORTH PLATTE SANITARY SEWER	\$27,153.84		
1701-2R RETAINAGE	\$2,715.38		
1701-3R RETAINAGE	\$7,809.20		
	\$105,245.83	Subtotal for Dept.	Waste Water
	\$117,487.07	Subtotal for Vendor	

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

16-12-493 POSTAGE	\$0.57		
	\$0.57	Subtotal for Dept.	City Manager
16-12-500 POSTAGE	\$15.54		
	\$15.54	Subtotal for Dept.	Council
16-12-498 POSTAGE	\$18.20		
	\$18.20	Subtotal for Dept.	Fort Caspar
16-12-501 POSTAGE	\$137.17		
	\$137.17	Subtotal for Dept.	Municipal Court
16-12-504 POSTAGE	\$416.33		
	\$416.33	Subtotal for Dept.	Police
16-12-502 POSTAGE	\$57.82		
	\$57.82	Subtotal for Dept.	Water
	\$645.63	Subtotal for Vendor	

A-1 PORTABLES & SERVICES

1550 PORTABLE RESTROOM	\$130.00		
	\$130.00	Subtotal for Dept.	Balefill
	\$130.00	Subtotal for Vendor	

ALEX SVEDA

RIN0027367 REIMBURSE DUES	\$115.00		
	\$115.00	Subtotal for Dept.	Engineering
	\$115.00	Subtotal for Vendor	

AMERICAN TITLE AGENCY, INC.

80-118614 OWNER & ENCUMBRANCE REPORT	\$85.00		
	\$85.00	Subtotal for Dept.	Code Enforcement
	\$85.00	Subtotal for Vendor	

BADILLO BUILDERS INC.

0027969876 UTILITY REFUND	\$50.07		
	\$50.07	Subtotal for Dept.	Water
	\$50.07	Subtotal for Vendor	

BIRGHTEN, JEWEL

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

BIRGHTEN, JEWEL

0027969874 UTILITY REFUND

\$13.88
\$13.88 Subtotal for Dept. Water
\$13.88 Subtotal for Vendor

BLACK HILLS ENERGY

AP000232010917 NATURAL GAS

\$475.96
\$475.96 Subtotal for Dept. Aquatics

AP000229010917 NATURAL GAS

\$6,071.11
\$6,071.11 Subtotal for Dept. Balefill

AP000226010617 NATURAL GAS

\$439.90
\$439.90 Subtotal for Dept. Cemetery

AP000185010917 NATURAL GAS

\$307.71

AP000189010917 NATURAL GAS

\$168.78

\$476.49 Subtotal for Dept. City Hall

AP000230010917 NATURAL GAS

\$2,676.32

AP000186010917 NATURAL GAS

\$645.88

\$3,322.20 Subtotal for Dept. Fire

AP000194010917 NATURAL GAS

\$3,915.91

\$3,915.91 Subtotal for Dept. Fleet Maintenance

AP000195010917 NATURAL GAS

\$687.27

\$687.27 Subtotal for Dept. Fort Caspar

AP000192010917 NATURAL GAS

\$1,783.92

\$1,783.92 Subtotal for Dept. Metro Animal

AP000222010917 NATURAL GAS

\$238.16

\$238.16 Subtotal for Dept. Parks

AP000193010917 NATURAL GAS

\$3.57

\$3.57 Subtotal for Dept. Sewer

AP00022801301708 NATURAL GAS

\$14,837.52

\$14,837.52 Subtotal for Dept. Waste Water

AP000231010917 NATURAL GAS

\$538.29

AP000233010917 NATURAL GAS

\$1,507.98

\$2,046.27 Subtotal for Dept. Water

RIN0027364 NATURAL GAS

\$9,846.05

\$9,846.05 Subtotal for Dept. Water Treatment Plant

\$44,144.33 Subtotal for Vendor

BURNS & MCDONNELL ENGINEERING CO., INC.

78807-28 LOGIC CONTROL REPLACEMENTS

\$1,784.17

\$1,784.17 Subtotal for Dept. Waste Water

\$1,784.17 Subtotal for Vendor

CAN DO COMPANY

6125501 UTILTIY REFUND

\$14.41

\$14.41 Subtotal for Dept. Water

\$14.41 Subtotal for Vendor

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

CARL HALER

RIN0027360 CLOTHING ALLOWANCE	\$92.74	
	\$92.74	Subtotal for Dept. Water Treatment Plant
	\$92.74	Subtotal for Vendor

CAROLINA SOFTWARE

63197 SOFTWARE	\$450.00	
63068 SOFTWARE	\$250.00	
	\$700.00	Subtotal for Dept. Balefill
	\$700.00	Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

2016-1204 CITY BUS EXPENSES	\$50,956.00	
2016-1203 CITY CATC EXPENSES	\$26,897.00	
2016-1202 FTA BUS EXPENSES	\$56,860.00	
2016-1201 FTA CATC EXPENSES	\$29,059.00	
	\$163,772.00	Subtotal for Dept. C.A.T.C.
	\$163,772.00	Subtotal for Vendor

CASPER FIGURE SKATING CLUB

RIN0027387 FIGURE SKATING HOLIDAY	\$838.89	
	\$838.89	Subtotal for Dept. Social Community Services
	\$838.89	Subtotal for Vendor

CASPER HOUSING AUTHORITY

159 FUNDING	\$25,059.62	
	\$25,059.62	Subtotal for Dept. One Cent #15
	\$25,059.62	Subtotal for Vendor

CENTURYLINK

RIN0027384 PHONE USE	\$38.13	
RIN0027398 PHONE USE	\$61.91	
	\$100.04	Subtotal for Dept. Balefill
RIN0027369 PHONE USE	\$44.51	
RIN0027369 PHONE USE	\$75.98	
RIN0027410 PHONE USE	\$1,037.97	
RIN0027410 PHONE USE	\$76.82	
	\$1,235.28	Subtotal for Dept. Casper Events Center
RIN0027383 PHONE USE	\$19.24	
	\$19.24	Subtotal for Dept. Cemetery
RIN0027410 PHONE USE	\$0.74	
	\$0.74	Subtotal for Dept. City Hall
RIN0027410 PHONE USE	\$73.90	
RIN0027394 PHONE USE	\$10,978.56	
RIN0027410 PHONE USE	\$0.76	
RIN0027394 PHONE USE	\$493.04	
RIN0027369 PHONE USE	\$76.74	
RIN0027394 PHONE USE	\$29.73	

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

CENTURYLINK

RIN0027410 PHONE USE	\$415.10	
RIN0027410 PHONE USE	\$0.07	
RIN0027410 PHONE USE	\$290.06	
RIN0027410 PHONE USE	\$348.20	
	\$12,706.16	Subtotal for Dept. Communications Center
RIN0027369 PHONE USE	\$38.37	
	\$38.37	Subtotal for Dept. Engineering
AP00014301301708 PHONE USE	\$980.05	
	\$980.05	Subtotal for Dept. Finance
RIN0027410 PHONE USE	\$76.82	
RIN0027410 PHONE USE	\$76.82	
RIN0027410 PHONE USE	\$230.54	
RIN0027410 PHONE USE	\$76.82	
RIN0027386 PHONE USE	\$67.05	
RIN0027410 PHONE USE	\$80.90	
	\$608.95	Subtotal for Dept. Fire
RIN0027410 PHONE USE	\$76.82	
	\$76.82	Subtotal for Dept. Fleet Maintenance
RIN0027369 PHONE USE	\$44.21	
	\$44.21	Subtotal for Dept. Municipal Court
RIN0027369 PHONE USE	\$38.37	
RIN0027410 PHONE USE	\$76.82	
RIN0027386 PHONE USE	\$35.65	
RIN0027410 PHONE USE	\$0.76	
	\$151.60	Subtotal for Dept. Police
RIN0027410 PHONE USE	\$76.82	
	\$76.82	Subtotal for Dept. Recreation
RIN0027383 PHONE USE	\$42.91	
	\$42.91	Subtotal for Dept. Sewer
RIN0027410 PHONE USE	\$1.80	
RIN0027410 PHONE USE	\$1.80	
	\$3.60	Subtotal for Dept. Streets
RIN0027383 PHONE USE	\$45.13	
RIN0027410 PHONE USE	\$131.03	
RIN0027410 PHONE USE	\$76.34	
	\$252.50	Subtotal for Dept. Waste Water
RIN0027410 PHONE USE	\$76.82	
RIN0027410 PHONE USE	\$191.09	
	\$267.91	Subtotal for Dept. Water
RIN0027327 PHONE USE	\$4.88	
	\$4.88	Subtotal for Dept. Water Treatment Plant
	\$16,610.08	Subtotal for Vendor
CH DIAGNOSTIC & CONSULTING SVC., INC.		
20161194 COMPLIANCE TESTS	\$440.00	
	\$440.00	Subtotal for Dept. Water Treatment Plant

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

CH DIAGNOSTIC & CONSULTING SVC., INC.

\$440.00 Subtotal for Vendor

CH2M HILL, INC.

381091030 CORROSION CONTROL FACILITY
381091122 PRELIMINARY FACILITIES PLAN

\$5,485.99
\$5,887.79
\$11,373.78 Subtotal for Dept. Waste Water
\$11,373.78 Subtotal for Vendor

CHARLIE POWELL

RIN0027391 TRAVEL EXPENSES

\$102.60
\$102.60 Subtotal for Dept. Council
\$102.60 Subtotal for Vendor

CHRIS HADLOCK

6549 CLOTHING REIMBURSEMENT

RIN0027379 ALCOHOL COMPLIANCE
RIN0027363 TOBACCO COMPLIANCE
RIN0027363 ALCOHOL COMPLIANCE

\$200.00
\$200.00 Subtotal for Dept. Police
\$271.15
\$500.46
\$210.02
\$981.63 Subtotal for Dept. Police Grants
\$1,181.63 Subtotal for Vendor

CINDY RANDEL

RIN0027380 TUITION REIMBURSEMENT

\$377.60
\$377.60 Subtotal for Dept. Police
\$377.60 Subtotal for Vendor

CITY OF CASPER

5128/148672 GIS SERVICE
5128/148672 GIS SERVICE
5128/148727 GIS SERVICE
5128/148727 GIS SERVICE

\$73.60
\$700.34
\$982.70
\$9,350.64
\$11,107.28 Subtotal for Dept. Metropolitan Planning

143544 SECURITY AT RIVERFEST

\$360.00
\$360.00 Subtotal for Dept. Social Community Services
\$11,467.28 Subtotal for Vendor

CITY OF CASPER - BALEFILL

1339/148858 SANITATION

\$473.58
\$473.58 Subtotal for Dept. Casper Events Center

1967/148845 SANITATION

\$250.00
\$250.00 Subtotal for Dept. Code Enforcement

525/148978 SANITATION

525/148667 SANITATION

\$22.56
\$20.68
\$43.24 Subtotal for Dept. Hogadon

2772/148694 SANITATION

2772/148979 SANITATION

\$3,983.25
\$5,937.04

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

CITY OF CASPER - BALEFILL

2772/148773-801 SANITATION	\$5,794.16	
2772/148668 SANITATION	\$4,660.01	
2772/148836 SANITATION	\$5,280.45	
2772/149102-108 SANITATION	\$4,698.59	
2772/148764 SANITATION	\$5,495.71	
2772/148864 SANITATION	\$4,950.98	
2772/148899-919 SANITATION	\$9,860.56	
2772/149001 SANITATION	\$5,041.22	
2772/148954 SANITATION	\$5,286.99	
2772/148637 SANITATION	\$5,379.11	
2772/149079 SANITATION	\$4,519.52	
\$70,887.59 Subtotal for Dept.		Refuse Collection
1276/148977 SANITATION	\$175.31	
1276/148635 SANITATION	\$94.47	
1276/148918 SANITATION	\$73.32	
1276/149101 SANITATION	\$109.04	
1276/148761 SANITATION	\$175.31	
1276/148835 SANITATION	\$120.79	
\$748.24 Subtotal for Dept.		Waste Water
\$72,402.65 Subtotal for Vendor		

CIVIL ENGINEERING PROFESSIONALS, INC.

14-066-22 EAST CASPER ZONE III PROJECT	\$3,437.10	
14-066-22 EAST CASPER ZONE III PROJECT	\$1,692.90	
\$5,130.00 Subtotal for Dept.		Water
\$5,130.00 Subtotal for Vendor		

CJ CROWE

RIN0027354 BOOT REIMBURSEMENT	\$73.50	
\$73.50 Subtotal for Dept.		Refuse Collection
\$73.50 Subtotal for Vendor		

CMI TECO, INC.

00000180 STREET SWEEPER	\$189,011.00	
\$189,011.00 Subtotal for Dept.		Streets
\$189,011.00 Subtotal for Vendor		

COBAN TECH. INC.

13167 MONITOR MODULE REPAIRS	\$115.00	
13168 CABLE REPLACEMENT	\$309.00	
\$424.00 Subtotal for Dept.		Police
\$424.00 Subtotal for Vendor		

COMMUNICATION TECHNOLOGIES, INC.

76166 RADIO REPAIR	\$485.83	
76184 RADIO REPAIR	\$887.00	
\$1,372.83 Subtotal for Dept.		Fire
76927 INSTALL RADAR	\$154.50	

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

COMMUNICATION TECHNOLOGIES, INC.

76921	RADIO REPAIRS	\$95.50		
76936	REPLACED SIREN BOX	\$51.50		
76937	INSTALL RADAR	\$154.50		
76923	INSTALL POWER HUB	\$103.00		
76922	REMOVE HARD DRIVE	\$51.50		
76926	COBAN REPAIRS	\$103.00		
		\$713.50	Subtotal for Dept.	Police
76818	FLEET EQUIPMENT INSTALLATIONS	\$3,363.95		
		\$3,363.95	Subtotal for Dept.	Police Equipment
		\$5,450.28	Subtotal for Vendor	

CONNOR, HAROLD/MARILYN

0027969865	UTILITY REFUND	\$75.00		
0027969865	UTILITY REFUND	\$24.64		
0027969865	UTILITY REFUND	\$75.00		
0027969865	UTILITY REFUND	\$60.00		
0027969865	UTILITY REFUND	\$75.00		
0027969865	UTILITY REFUND	\$75.00		
0027969865	UTILITY REFUND	\$75.00		
		\$459.64	Subtotal for Dept.	Water
		\$459.64	Subtotal for Vendor	

CONTINUOUS ALCOHOL MONITORING OF WY LLC

2017-2	REMOTE BREATH TESTING	\$55.00		
		\$55.00	Subtotal for Dept.	Municipal Court
		\$55.00	Subtotal for Vendor	

CORBIN GERHARDT

RIN0027352	CLOTHING REIMBURSEMENT	\$127.48		
		\$127.48	Subtotal for Dept.	Parks
		\$127.48	Subtotal for Vendor	

CRIME SCENE INFORMATION

157-12-059	CRIME STOPPERS LINE	\$86.25		
		\$86.25	Subtotal for Dept.	Police
		\$86.25	Subtotal for Vendor	

CROELL, JOSH

0028060236	UTILITY REFUND	\$52.76		
		\$52.76	Subtotal for Dept.	Water
		\$52.76	Subtotal for Vendor	

DAVIDSON FIXED INCOME MGMT.

2016-12CASPER	MANAGEMENT FEES	\$6,290.17		
		\$6,290.17	Subtotal for Dept.	Finance
		\$6,290.17	Subtotal for Vendor	

DELL MARKETING LP

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

DELL MARKETING LP

10140799153 OFFICE PRO PLUS	\$345.47	
	\$345.47	Subtotal for Dept. Balefill
10140741250 OFFICE PRO PLUS	\$345.47	
	\$345.47	Subtotal for Dept. City Manager
10140799145 WINDOWS 10	\$690.94	
	\$690.94	Subtotal for Dept. Code Enforcement
10140741276 OFFICE PRO PLUS	\$690.94	
	\$690.94	Subtotal for Dept. Finance
10137841600 VISIO PRO 2016	\$348.59	
10140741241 OFFICE PRO PLUS	\$345.47	
	\$694.06	Subtotal for Dept. Fire
10140799129 OFFICE PRO PLUS	\$345.47	
	\$345.47	Subtotal for Dept. Fleet Maintenance
10140741268 SOFTWARE	\$345.47	
	\$345.47	Subtotal for Dept. Police
10140799153 OFFICE PRO PLUS	\$690.94	
	\$690.94	Subtotal for Dept. Refuse Collection
10140799137 OFFICE PRO PLUS	\$345.47	
	\$345.47	Subtotal for Dept. Waste Water
	\$4,494.23	Subtotal for Vendor

DELTA CONSTRUCTION INC

RIN0027388 RETAINAGE	\$30,288.10	
	\$30,288.10	Subtotal for Dept. Capital Projects - Engineering
	\$30,288.10	Subtotal for Vendor

DESERT MTN. CORP.

16-50577 ICE SLICER	\$3,869.78	
16-50574 ICE SLICER	\$3,750.29	
16-50576 ICE SLICER	\$3,898.41	
16-50580 ICE SLICER	\$3,810.03	
16-50579 ICE SLICER	\$3,822.48	
16-50575 ICE SLICER	\$3,790.12	
16-49933 ICE SLICER	\$4,980.05	
16-49934 ICE SLICER	\$4,966.36	
16-49931 ICE SLICER	\$4,967.60	
16-50578 ICE SLICER	\$4,014.16	
	\$41,869.28	Subtotal for Dept. Snow Removal
	\$41,869.28	Subtotal for Vendor

DIEBOLD INC.

800309318 CONTRACT SCALE HOUSE DRAWER	\$571.83	
	\$571.83	Subtotal for Dept. Balefill
	\$571.83	Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

4056 COMPACTOR BAY REPAIR	\$900.00	
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Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

DOUBLE D WELDING & FABRICATION INC.

\$900.00 Subtotal for Dept. Balefill
\$900.00 Subtotal for Vendor

DUNNUCK, RACHEL

0028060232 UTILITY REFUND

\$48.07
\$48.07 Subtotal for Dept. Water
\$48.07 Subtotal for Vendor

ELECTRAMIC ASSOCIATES

0 PROSPECTOR LIFT REPAIRS

\$4,500.00
\$4,500.00 Subtotal for Dept. Hogadon
\$4,500.00 Subtotal for Vendor

ELIZABETH BECHER

RIN0027336 DUES REIMBURSEMENT

\$217.00
\$217.00 Subtotal for Dept. Planning
\$217.00 Subtotal for Vendor

EWALD, LACI

0027969875 UTILITY REFUND

\$43.32
\$43.32 Subtotal for Dept. Water
\$43.32 Subtotal for Vendor

FEW, TAYLOR

0028060233 UTILITY REFUND

\$7.02
\$7.02 Subtotal for Dept. Water
\$7.02 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1219046 MERCHANT FEES

\$16.72
\$16.72 Subtotal for Dept. Cemetery

REMI1219044 MERCHANT FEES

\$14.54
\$14.54 Subtotal for Dept. Engineering

REMI1219048 MERCHANT FEES

\$41.74
\$41.74 Subtotal for Dept. Fort Caspar

REMI1211647 MERCHANT FEES

\$26.19
\$26.19 Subtotal for Dept. Golf Course
\$99.19 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0027378 SERVICE AWARDS

\$223.00
\$223.00 Subtotal for Dept. Human Resources

RIN0027362 INVESTIGATION

\$55.00
\$55.00 Subtotal for Dept. Police
\$278.00 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

FIRST INTERSTATE BANK - PETTY CASH

RIN0027392 PETTY CASH	\$111.00		
RIN0027392 PETTY CASH	\$81.00		
	\$192.00	Subtotal for Dept.	Engineering
RIN0027392 PETTY CASH	\$12.00		
RIN0027392 PETTY CASH	\$12.00		
	\$24.00	Subtotal for Dept.	Sewer
RIN0027392 PETTY CASH	\$10.98		
	\$10.98	Subtotal for Dept.	Water
RIN0027392 PETTY CASH	\$24.00		
RIN0027392 PETTY CASH	\$31.65		
RIN0027392 PETTY CASH	\$21.00		
	\$76.65	Subtotal for Dept.	Water Treatment Plant
RIN0027409 PETTY CASH	\$86.33		
	\$86.33	Subtotal for Dept.	Communications Center
RIN0027409 PETTY CASH	\$51.00		
RIN0027409 PETTY CASH	\$11.50		
RIN0027409 PETTY CASH	\$18.00		
	\$80.50	Subtotal for Dept.	Police
	\$470.46	Subtotal for Vendor	

GAIL SCHENFISCH

RIN0027370 COURT INTERPRETER	\$55.00		
	\$55.00	Subtotal for Dept.	Municipal Court
	\$55.00	Subtotal for Vendor	

GLOBAL SPECTRUM L.P.

201617NT-15 EMPLOYEE BREAKFAST	\$2,881.14		
	\$2,881.14	Subtotal for Dept.	Council
201617NT-11B RECREATION CRAFT FAIR	\$6,286.00		
201617NT-14B FIGURE SKATING HOLIDAY	\$1,160.00		
	\$7,446.00	Subtotal for Dept.	Social Community Services
201617TS-19 BROADWAY SHOW - ANNIE TICKETS	\$36,507.45		
	\$36,507.45	Subtotal for Dept.	Casper Events Center
201617ATM-02 ATM REIMBURSEMENT	\$17,800.00		
	\$17,800.00	Subtotal for Dept.	Casper Events Center
201617TS-15 ICE RACING TOUR - TICKET FUNDS	\$228.00		
201617TS-15 ICE RACING TOUR - TICKET FUNDS	\$37,932.50		
	\$38,160.50	Subtotal for Dept.	Casper Events Center
201617TS-16 CASPER COYOTES - TICKET FUNDS	\$10,035.00		
	\$10,035.00	Subtotal for Dept.	Casper Events Center
201617TS-17 CASPER COYOTES - TICKET FUNDS	\$9,741.50		
	\$9,741.50	Subtotal for Dept.	Casper Events Center
201617TS-18 FIGURE SKATING - TICKET FUNDS	\$900.00		
	\$900.00	Subtotal for Dept.	Casper Events Center
	\$123,471.59	Subtotal for Vendor	

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

GOLDER ASSOCIATES

468690 POST CLOSURE	\$2,022.56	
468688 POST CLOSURE	\$3,144.53	
468689 ENVIRONMENTAL MONITORING	\$1,086.75	
	\$6,253.84	Subtotal for Dept. Balefill
	\$6,253.84	Subtotal for Vendor

GOVERNMENTJOBS.COM

INV20188 ONBOARD SOFTWARE	\$12,750.00	
	\$12,750.00	Subtotal for Dept. Human Resources
	\$12,750.00	Subtotal for Vendor

GREATER WYOMING BIG BROTHERS, BIG SISTERS

2015-6 FUNDING	\$5,417.01	
	\$5,417.01	Subtotal for Dept. One Cent #15
	\$5,417.01	Subtotal for Vendor

GREINER MOTOR CO - CASPER

HR26562 FORD FUSION	\$20,495.00	
	\$20,495.00	Subtotal for Dept. Property & Liability Insurance
	\$20,495.00	Subtotal for Vendor

GRIZZLY EXCAVATING & CONST. LLC.

RIN0027399 RETAINAGE	(\$914.30)	
	(\$914.30)	Subtotal for Dept. Capital Projects - City Manager
RIN0027399 YMCA BID PACKAGE #2	\$245,271.07	
	\$245,271.07	Subtotal for Dept. City Manager
	\$244,356.77	Subtotal for Vendor

GSG ARCHITECTURE

17014 FIRE STATION #6	\$2,990.37	
	\$2,990.37	Subtotal for Dept. Fire
	\$2,990.37	Subtotal for Vendor

GW MECHANICAL, INC.

6 CHILLER REPLACEMENT	\$254,231.00	
	\$254,231.00	Subtotal for Dept. Casper Events Center
	\$254,231.00	Subtotal for Vendor

HEALTH SOLUTIONS SERVICES, INC

2016074005DB-2 WELLNESS TESTING	\$21,311.26	
	\$21,311.26	Subtotal for Dept. Health Insurance
	\$21,311.26	Subtotal for Vendor

HILL, REBECCA

0027969873 UTILITY REFUND	\$56.57	
	\$56.57	Subtotal for Dept. Water
	\$56.57	Subtotal for Vendor

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

HILSTON APPRAISALS

D2016-292 APPRAISALS CITY PROPERTY	\$6,000.00	
	\$6,000.00	Subtotal for Dept. Special Revenue
	\$6,000.00	Subtotal for Vendor

HOMAX OIL SALES, INC.

0355651-IN DIESEL FUEL	\$13,700.96	
	\$13,700.96	Subtotal for Dept. Balefill
0355199-IN DIESEL FUEL	\$17,083.28	
0355199-IN DIESEL FUEL	\$413.82	
0355199-IN DIESEL FUEL	\$314.91	
0355200-IN UNLEADED FUEL	\$12,536.46	
	\$30,348.47	Subtotal for Dept. Fleet Maintenance
346391B-IN DIESEL FUEL	\$18.00	
	\$18.00	Subtotal for Dept. Refuse Collection
	\$44,067.43	Subtotal for Vendor

HOMOLKA, SEAN

0028011446 UTILITY REFUND	\$45.07	
	\$45.07	Subtotal for Dept. Water
	\$45.07	Subtotal for Vendor

IMAGE AND SOUND FORENSICS

RIN0027404 SERVICES FOR EVIDENCE REVIEW	\$2,500.00	
	\$2,500.00	Subtotal for Dept. Fire
	\$2,500.00	Subtotal for Vendor

INBERG-MILLER ENGINEERS

17466CM03.20 GENERAL TESTING	\$126.00	
	\$126.00	Subtotal for Dept. Aquatics
17466CM03.19 GENERAL TESTING	\$121.00	
	\$121.00	Subtotal for Dept. Fleet Maintenance
	\$247.00	Subtotal for Vendor

ITC ELECTRICAL TECHNOLOGIES

20882 ELECTRICAL WARDWELL BOOSTER	\$249.00	
20974 SETTLED WATER #5 ELECTRICAL	\$157.05	
20971 OXYGEN GENERATORS HEATER	\$248.85	
	\$654.90	Subtotal for Dept. Water Treatment Plant
	\$654.90	Subtotal for Vendor

JEREMY TILLER

RIN0027381 TUITION REIMBURSEMENT	\$1,086.74	
	\$1,086.74	Subtotal for Dept. Police
	\$1,086.74	Subtotal for Vendor

JOHNSON, CIDNEY

0028011447 UTILITY REFUND	\$49.57	
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Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

JOHNSON, CIDNEY

\$49.57 Subtotal for Dept. Water
\$49.57 Subtotal for Vendor

JON PETERSON

RIN0027414 TRAVEL EXPENSES

\$26.69
\$26.69 Subtotal for Dept. Police
\$26.69 Subtotal for Vendor

JONATHAN TAVARES

3613533/3621936 EXAM REIMBURSEMENT

\$196.00
\$196.00 Subtotal for Dept. Water
\$196.00 Subtotal for Vendor

KASTENSCHNIDT, KYLE

0028060230 UTILITY REFUND

\$35.22
\$35.22 Subtotal for Dept. Water
\$35.22 Subtotal for Vendor

KCWY-TV

445296-2 TV ADVERTISING

\$470.00
\$470.00 Subtotal for Dept. Hogadon
\$470.00 Subtotal for Vendor

KTWO TELEVISION

5277 TV ADVERTISING

\$420.00
\$420.00 Subtotal for Dept. Hogadon
\$420.00 Subtotal for Vendor

KUBWATER RESOURCES, INC

06140 DRY POLYMER

\$4,839.01
\$4,839.01 Subtotal for Dept. Waste Water
\$4,839.01 Subtotal for Vendor

LONG, TEMBERLY

0028060235 UTILITY REFUND

\$50.32
\$50.32 Subtotal for Dept. Water
\$50.32 Subtotal for Vendor

LONG, TINA

0028011444 UTILITY REFUND

\$22.13
\$22.13 Subtotal for Dept. Water
\$22.13 Subtotal for Vendor

LSC TRANSPORTATION CONSULTANTS, INC.

52440 FY16 TRANSIT SCHEDULE ANALYSIS

52440 FY16 TRANSIT SCHEDULE ANALYSIS

\$602.50
\$5,732.95
\$6,335.45 Subtotal for Dept. Metropolitan Planning

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

LSC TRANSPORTATION CONSULTANTS, INC.

\$6,335.45 Subtotal for Vendor

LUGO, RICHARD

0028011445 UTILITY REFUND

\$35.32

\$35.32 Subtotal for Dept. Water

\$35.32 Subtotal for Vendor

MARQUEZ, DAISI

0027969867 UTILITY REFUND

\$45.80

\$45.80 Subtotal for Dept. Water

\$45.80 Subtotal for Vendor

MCINTOSH, KYLE

0027969872 UTILITY REFUND

\$11.91

\$11.91 Subtotal for Dept. Water

\$11.91 Subtotal for Vendor

MCLAUREY, LONNIE

0028060228 UTILITY REFUND

\$45.14

\$45.14 Subtotal for Dept. Water

\$45.14 Subtotal for Vendor

MCLELLAN JR, EDWARD

0028060229 UTILITY REFUND

\$13.24

\$13.24 Subtotal for Dept. Water

\$13.24 Subtotal for Vendor

MOTOROLA SOLUTIONS

78372785 MONTHLY MAINTENANCE

\$5,811.72

\$5,811.72 Subtotal for Dept. Communications Center

\$5,811.72 Subtotal for Vendor

MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

AP00017901301708 METRO INTERNET SERVICES

\$1,015.00

\$1,015.00 Subtotal for Dept. Finance

\$1,015.00 Subtotal for Vendor

NATIONAL INTERCOLLEGIATE RODEO ASSOCIATION

RIN0027385 SPONSORSHIP

\$17,500.00

\$17,500.00 Subtotal for Dept. Council

\$17,500.00 Subtotal for Vendor

NATRONA COUNTY - HALL OF JUSTICE EXPENSES

RIN0027371 BUILDING RENT

\$1,317.69

RIN0027372 BUILDING RENT

\$1,732.74

RIN0027373 BUILDING RENT

\$1,358.96

\$4,409.39 Subtotal for Dept. Municipal Court

DECEMBER 2016 BUILDING RENT

\$8,347.89

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

NATRONA COUNTY - HALL OF JUSTICE EXPENSES

NOVEMBER 2016 BUILDING RENT	\$10,643.96		
OCTOBER 2016 BUILDING RENT	\$8,094.41		
	\$27,086.26	Subtotal for Dept.	Police
	\$31,495.65	Subtotal for Vendor	

NATRONA COUNTY - SHERIFFS' OFFICE

2310 JUVENILE PRISONER CARE	\$7,500.00		
	\$7,500.00	Subtotal for Dept.	Police
	\$7,500.00	Subtotal for Vendor	

NATRONA COUNTY RESTORATIVE JUSTICE

RIN0027395 SPONSORSHIP 2017 SYMPOSIUM	\$5,000.00		
	\$5,000.00	Subtotal for Dept.	Council
	\$5,000.00	Subtotal for Vendor	

NEVE'S UNIFORMS, INC.

NE51739 UNIFORMS	\$19.94		
NE51577 UNIFORMS	\$432.60		
NE51723 UNIFORMS	\$261.70		
NE51497 UNIFORMS	\$432.60		
	\$1,146.84	Subtotal for Dept.	Police
	\$1,146.84	Subtotal for Vendor	

ONE CALL OF WY.

43554 LOCATE TICKETS	\$159.30		
	\$159.30	Subtotal for Dept.	Sewer
43554 LOCATE TICKETS	\$194.70		
	\$194.70	Subtotal for Dept.	Water
	\$354.00	Subtotal for Vendor	

P-CARD VENDORS

00053986 ELIFEGUARD, INC.	\$34.16		
00053763 LIFEGUARD STORE - ONLI	\$88.40		
00053474 SWIMOUTLET.COM	\$40.99		
00053695 AMPAC	\$38.58		
00053707 BAILEYS ACE HARDWARE	\$1.00		
00054130 IN THE SWIM-CATALOG	\$999.90		
00054006 WAL-MART #3778	\$29.82		
00053581 VERIZON WIRELESS	\$320.08		
00053707 BAILEYS ACE HARDWARE	\$25.99		
00054075 AMAZON.COM	\$38.78		
00053849 AMAZON.COM	\$50.99		
00054082 PARTY AMERICA CASPER #	\$19.98		
00053659 WYOMING LIFT SERVICE	\$222.62		
00053474 SWIMOUTLET.COM	\$83.96		
00053474 SWIMOUTLET.COM	\$195.00		
00054104 ARC SERVICES/TRAINING	\$35.00		
	\$2,225.25	Subtotal for Dept.	Aquatics

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00053680	JACKS TRUCK AND EQUIPMENT	\$1,089.92
00053951	COMPRESSION LEASING SERVICE	\$669.53
00054213	MMS	\$2,453.04
00054212	WYOMING MACHINERY CO	\$6,015.65
00054211	CMI-TECO	\$5.59
00053815	CASPER STAR TRIBUNE	\$492.20
00053840	AIRGAS CENTRAL	\$893.39
00054152	AMERI-TECH EQUIPMENT C	\$42.01
00053126	BRAKE SUPPLY COMPANY I	\$1,129.14
00053222	SUTHERLANDS 2219	\$34.98
00053365	THE HOME DEPOT #6001	\$152.14
00054121	COCA COLA BOTTLING COMPANY	\$7.35
00053410	TIRE PROFESSIONALS INC	\$518.10
00053422	COASTAL NETTING SYSTEM	\$1,700.00
00053450	ALSCO INC.	\$337.96
00054087	NORCO INC	\$163.83
00054087	NORCO INC	\$125.77
00053785	WEAR PARTS INC	\$22.00
00053868	JERRY'S WELDING SERVICE	\$504.67
00054079	MICHAELSFENCE&SUPPLY	\$2,147.04
00053838	OREILLY AUTO 00027466	\$18.48
00053834	COMMUNICATION TECHNOLOGY	\$601.47
00053825	SAMS CLUB #6425	\$118.89
00053825	SAMS CLUB #6425	\$46.29
00053816	TRUENORTH STEEL-CASPER	\$428.36
00053795	OFFICEMAX/OFFICEDEPOT6	\$10.98
00053789	SAMS CLUB #6425	\$61.14
00053784	THE HOME DEPOT #6001	\$56.65
00053742	VERMEER SALES & SERVICES	\$3,470.80
00053697	AIR FILTER CLEANER	\$307.00
00054172	SHERWIN WILLIAMS 70343	\$76.80
00053894	HARBOR FREIGHT TOOLS	\$219.99
00053591	REXEL 3212	\$35.56
00053985	SAMS CLUB #6425	\$37.49
00053265	COCA COLA BOTTLING COMPANY	\$14.70
00053259	CPU IIT	\$35.99
00053248	CPU IIT	\$49.95
00053515	DEWITT WATER SYSTEM	\$213.00
00053518	DEWITT WATER SYSTEM	\$53.00
00053523	BRAKE SUPPLY COMPANY	\$1,618.38
00053534	WAL-MART #1617	\$10.98
00053551	SAMS CLUB #6425	\$129.96
00053562	SAMSCLUB #6425	\$159.61
00053563	COMMUNICATION TECHNOLO	\$570.00
00053935	WYOMING MACHINERY CO	\$3,107.24
00052754	AIRGAS CENTRAL	\$112.54
00053942	STAPLES 00114181	\$51.26
00053600	BOBCAT OF CASPER	\$701.93

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00053602	REXEL 3212	\$54.67	
00053603	CASPER CONTRACTORS SUPPLY	\$187.25	
00053614	INDUSTRIAL SCREEN	\$1,932.70	
00053670	BEARING BELTCHAIN00244	\$169.00	
00053770	ICLEAN307	\$2,235.00	
00053731	AGP PROPANE SERVICES	\$992.66	
00053722	AGP PROPANE SERVICES	\$1,244.61	
00053720	MURDOCH'S RANCH & HOME	\$188.42	
00053691	CONOCO - HOMAX OIL SALES	\$104.83	
00053690	HOWARD SUPPLY COMPANY	\$98.10	
00053577	CASPER SAFETY LLC	\$780.84	
00053930	ALLIANCE ELECTRIC LLC	\$65.00	
00054012	BEARING BELTCHAIN00244	\$615.20	
00054005	WYOMING STEEL AND RECYLING	\$1,944.90	
00053998	CMI-TECO	\$687.76	
00053985	SAMS CLUB #6425	\$109.08	
00052613	REXEL 3212	\$150.66	
00053977	CASPER CONTRACTORS SUPPLY	\$651.60	
00054051	BAILEYS ACE HARDWARE	\$15.57	
00053977	CASPER CONTRACTORS SUPPLY	\$280.60	
00053974	HOSE & RUBBER SUPPLY	\$158.11	
00053520	BARGREEN WYOMING 25	\$143.85	
00053508	BARGREEN WYOMING 25	\$143.85	
00053273	BARGREEN WYOMING 25	\$61.80	
00053968	BEARING BELTCHAIN00244	\$25.08	
00053933	ALLIANCE COMM & TECH	\$1,559.01	
00052854	WM SUPERCENTER #1617	\$8.86	
00052842	AIRGAS CENTRAL	\$124.50	
00052839	BAILEYS ACE HARDWARE	\$33.55	
00052832	SAMSClub #6425	\$103.88	
00052826	THE HOME DEPOT #6001	\$156.96	
00052795	BAILEYS ACE HARWARE	\$39.13	
00052793	BAILEYS ACE HARDWARE	\$30.00	
00052772	EATON SALES & SERVICE	\$99.57	
00052710	SAMS CLUB #6425	\$93.07	
00052672	WEAR PARTS INC	\$56.95	
00053971	COMPRESSION LEASING SERVICE	\$1,308.31	
		\$47,477.68	Subtotal for Dept. Balefill
00052601	TRACTOR SUPPLY CO #199	\$38.01	
00053794	CASPER WINNELSON COMPANY	\$132.80	
00053725	SHERWIN WILLIAMS 70343	\$187.05	
00053620	CASPER WINNELSON CO	\$26.30	
00053667	BAILEYS ACE HARDWARE	\$7.09	
00053668	WW GRAINGER	\$6.73	
00053669	LONG BLDG. TECHNOLOGIES	\$156.00	
00053706	MENARDS CASPER WY	\$19.52	
00053733	CASPER WINNELSON CO	\$209.25	
00053750	ATLANTIC ELECTRIC	\$714.37	

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00053754	SHERWIN-WILLIAMS 70896	\$539.85	
00053772	CRESCENT ELECTRIC 103	\$14.03	
00053745	CASPER WINNELSON CO	\$153.24	
00053777	GREAT PLAINS CLEANING	\$73.77	
00053450	ALSCO INC.	\$224.54	
00053796	CASPER WINAIR SUPPLY COMPANY	\$210.71	
00053797	BAILEYS ACE HARDWARE	\$11.28	
00053798	CASPER WINNELSON CO	\$36.83	
00053801	SHERWIN WILLIAMS 70343	\$47.32	
00053817	NORCO INC	\$435.25	
00053818	BLOEDORN LUMBER CASPER	\$194.39	
00053850	DIAMOND VOGEL PAINT #7	\$37.54	
00053853	BLOEDORN LUMBER CASPER	\$94.08	
00053864	ATLAS OFFICE PRODUCTS	\$785.19	
00053453	NORCO INC	\$473.92	
00053619	WYATT ELECTRIC	\$72.10	
00053774	ATLANTIC ELECTRIC	\$212.93	
00054234	CRUM ELECTRIC SUPPLY	\$72.60	
00054093	PRAIRE PELLA WYOMING	\$400.50	
00054089	PRAIRE PELLA WYOMING	\$175.00	
00054072	PRAIRE PELLA WYOMING	\$2.26	
00053421	NORCO INC	\$9.11	
00054157	CASPER WINNELSON CO	\$52.62	
00054052	DENNIS SUPPLY COMPANY	\$74.38	
00054056	DAVIDSON MECHANICAL	\$50.00	
00054200	NORCO INC	\$650.67	
00054249	NORCO INC	\$177.26	
00054115	BLOEDORN LUMBER CASPER	\$2.36	
00054039	WYOMING MACHINERY CO	\$684.00	
00053890	WOODWORKERS SUPPLY	\$56.97	
00054167	CASPER WINAIR SUPPLY COMPANY	\$92.35	
00053982	SHERWIN WILLIAMS 70343	\$45.49	
00054174	DIAMOND VOGEL PAINT #7	\$130.75	
00054126	CASPER WINNELSON CO	\$42.93	
00053699	BLOEDORN LUMBER CASPER	\$20.38	
00053949	BLOEDORN LUMBER CASPER	\$4.43	
00053903	BURBACKS REFRIGERATION	\$197.40	
00054010	APPLIED IND TECH 2733	\$759.63	
00053867	CRESCENT ELECTRIC 103	\$89.68	
		\$8,904.86	Subtotal for Dept. Buildings & Structures
00053842	CASPER STAR TRIBUNE	\$198.52	
00053793	CASPER STAR TRIBUNE	\$207.16	
		\$405.68	Subtotal for Dept. Casper Events Center
00054246	CASPER STAR TRIBUNE	\$558.56	
		\$558.56	Subtotal for Dept. Casper Ice Arena
00053759	OFFICEMAX/OFFICEDEPOT6	\$81.13	
		\$81.13	Subtotal for Dept. Cemetery
00054250	THOMSON WEST TCD	\$99.23	

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00054253 THOMSON WEST TCD	\$1,174.47	
00053812 IMLA	\$695.00	
00054351 CLE INTERNATIONAL	\$545.00	
00053896 LEGAL BLUEBOOK	\$52.82	
00053966 FEDEX 785346788896	\$42.13	
00054004 ATLAS OFFICE PRODUCTS	\$35.47	
00053928 USPS PO 5715580945	\$6.45	
00053609 TOP OFFICE PRODUCTS IN	\$88.94	
00053381 STRAFFORD PUBLICATIONS	\$294.00	
00054202 THOMSON WEST TCD	\$127.37	
	\$3,160.88	Subtotal for Dept. City Attorney
00054228 CASPER STAR TRIBUNE	\$199.48	
00053682 XEROX CORPORATION	\$49.82	
	\$249.30	Subtotal for Dept. City Manager
00053675 RICOH USA, INC	\$241.35	
00053655 AMERICAN ASSOCIATION	\$75.00	
00054274 IAEI	\$575.02	
00053652 AMERICAN ASSOCIATION	\$75.00	
00053851 CACEO	\$45.00	
00054077 VERIZON WIRELESS	\$67.12	
00053646 AMERICAN ASSOCIATION	\$75.00	
00053848 CACEO	\$45.00	
00053833 CACEO	\$45.00	
00053829 ATLAS OFFICE PRODUCTS	\$27.89	
00054313 OFFICEMAX/OFFICEDEPOT6	\$110.23	
	\$1,381.61	Subtotal for Dept. Code Enforcement
00053639 SOURCE OFFICE AND TECHNOLOGY	\$275.00	
00053964 DELTA 00679386196576	\$284.10	
00054091 AT&T 0512212799001	\$81.10	
00053632 CHARTER COMMUNICATIONS	\$76.93	
00053635 VERIZON WIRELESS	\$122.78	
00053644 VERIZON WIRELESS	\$89.89	
00053654 GUS GLOBALSTAR USA	\$142.25	
00054163 STAPLES 00114181	\$237.98	
00053702 DTV DIRECTV SERVICE	\$61.99	
	\$1,372.02	Subtotal for Dept. Communications Center
00053374 MERBACK AWARDS COMPANY	\$977.40	
00053675 RICOH USA, INC	\$142.85	
00053828 RADISSON HOTEL	\$170.00	
00053945 EGGINGTONS	\$90.84	
00053738 AUDIE JEANS PHOTOGRAPHY	\$690.00	
00053787 FEDEX 92610932	\$44.20	
00053715 CASPER STAR TRIBUNE	\$816.00	
00053926 CPU IIT	\$849.00	
00053717 CASPER STAR TRIBUNE	\$967.20	
00054315 CPU IIT	\$917.98	
	\$5,665.47	Subtotal for Dept. Council

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00053898	INSTITUTE OF TRANSPORT	\$294.28		
00053737	ATLAS OFFICE PRODUCTS	\$43.48		
		\$337.76	Subtotal for Dept.	Engineering
00054217	ALL OUT FIRE EXTINGUISHER	\$210.00		
00054231	VERIZON WIRELESS	\$280.07		
00054103	ATLAS OFFICE PRODUCTS	\$96.85		
00053287	CPU IIT	\$1,734.94		
00054040	MOUNTAIN STATES LITHOGRAPH	\$47.95		
00053608	WESTERN SLING CO	\$76.50		
		\$2,446.31	Subtotal for Dept.	Finance
00053555	EXXONMOBIL 47626544	\$43.31		
00053346	EXXONMOBIL 47626544	\$49.92		
00053323	COWBOY AUTO SPA	\$8.57		
00053230	GALLS	\$43.87		
00053889	SAFE KIDS WORLDWIDE	\$50.00		
00053692	MENARDS	\$629.99		
00053887	SAFE KIDS WORLDWIDE	\$50.00		
00053665	SAFE KIDS WORLDWIDE	\$85.00		
00053218	EXXONMOBIL 47626544	\$4.07		
00053701	ACTIVE911 INC	\$1,102.50		
00053705	CHANNING BETE CO AHA	\$347.33		
00053713	WPSG. INC 800-852-6088	\$160.33		
00053760	CENTRAL TRUCK AND DIESEL	\$898.91		
00053877	SAFE KIDS WORLDWIDE	\$50.00		
00053870	SAFE KIDS WORLDWIDE	\$50.00		
00053791	SAFE KIDS WORLDWIDE	\$50.00		
00053826	AUTOZONE #1294	\$26.82		
00053807	ATLAS OFFICE PRODUCTS	\$24.65		
00053809	EXXONMOBIL 47626544	\$32.39		
00053578	MY EDUCATIONAL	\$294.00		
00053552	THE HOME DEPOT #6001	\$139.44		
00054171	REIS ENVIRONMENT INC.	\$68.00		
00054129	EXXONMOBIL 47626544	\$53.64		
00053666	NORCO INC	\$476.36		
00054102	LETZ'S RADIO SUPPLY	\$1,274.00		
00053645	NORCO INC	\$294.69		
00054084	ATLAS OFFICE PRODUCTS	\$214.30		
00053622	SAMS CLUB #6425	\$668.68		
00053611	BARGREEN WYOMING 25	\$304.07		
00053944	NORCO INC	\$196.46		
00053171	THE HOME DEPOT #6001	\$103.58		
00053558	IAAI	\$120.00		
00054106	LA COCINA	\$103.79		
00053494	EXXONMOBIL 47626544	\$49.00		
00053481	BUSH-WELLS SPORTING GO	\$219.98		
00054032	CASPER SAFETY LLC	\$173.25		
00054020	ATLAS OFFICE PRODUCTS	\$18.43		
00054018	SQ VENTURE TECHNOLOGY	\$313.65		

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00053449	BAILEYS ACE HARDWARE	\$16.79		
00053385	CASPER SAFETY LLC	\$374.00		
00053238	EXXONMOBIL 47626544	\$32.96		
00053217	EXXONMOBIL 47626544	\$53.57		
00053052	EXXONMOBIL 47626544	\$42.71		
00053606	WM SUPERCENTER #1617	\$7.08		
00053631	THE HOME DEPOT #6001	\$169.91		
00053560	LANDFALL NAVIGATION	\$4,380.00		
00053910	PYROTECHS INC	\$150.00		
00053693	IN THE NEWS WALL PLAQUE	\$209.00		
		\$14,229.00	Subtotal for Dept.	Fire
00053746	LN CURTIS	\$3,860.00		
		\$3,860.00	Subtotal for Dept.	Fire Equipment
00053585	GREINER -8E5Z-17603-A NOZZLE	\$5.70		
00053582	HONNEN -FUEL SOLENOID	\$209.84		
00053580	DRIVE TRAIN CASPER	\$141.70		
00053579	CMI-TECO - KNOCK SENSOR	\$460.17		
00053572	PRECISION KNIFE & TOOL	\$244.03		
00054058	COM TECH -RADIO REMOVAL	\$206.00		
00054058	COM TECH-RADIO REPAIR	\$77.25		
00053572	PRECISION KNIFE & TOOL	\$138.04		
00053565	FORCE AMERICA DISTRIBUTORS	\$678.05		
00053596	GREINER FORD LINCOLN O - SWITC	\$21.18		
00054058	COMMUNICATION TECHNOLOGY	\$601.47		
00053566	STOTZ EQUIPMENT-SHOE	\$57.97		
00054058	COM TECH-RADIO REPAIR	\$77.25		
00054097	AMAZON.COM	\$27.99		
00053572	PRECISION KNIFE & TOOL	\$426.03		
00053991	GREINER FORD -COOLANT RESERVOI	\$83.57		
00053961	STOTZ -GASKET & SEALS	\$59.92		
00054083	GREINER FORD-5C3Z-7210-AAA LEV	\$63.91		
00053624	JACKS TRUCK EXHAUST PIPE	\$87.93		
00054078	HONNEN-501605RPM JOYSTICK	\$1,786.54		
00053960	PRECISION KNIFE	\$69.91		
00054068	IGUS BEARINGS-E-CHAIN	\$717.31		
00053587	CMI-TECO	\$64.80		
00053612	SWAGELOK CASPER	\$189.71		
00054097	AMAZON.COM	\$27.99		
00053995	AMERI-TECH EQUIPMENT C	\$1,253.46		
00054063	DECKER AUTO GLASS-CLEAR LEXAN	\$198.73		
00053607	GREINER FORD LINCOLN O	\$64.97		
00053599	GREINER FORD LINCOLN O - SWITC	\$147.75		
00053561	C AND M AIR COOLED	\$35.03		
00053590	HONNEN EQUIPMENT 04	\$20.58		
00053617	WAUSAU EQUIPMENT COMPANY	\$2,688.12		
00054268	AMERI-TECH	\$3,784.67		
00054097	AMAZON.COM	\$27.98		
00053455	WYOMING MACHINERY CO-KNOB	\$1.35		

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00053455	WYOMING MACHINERY CO - GASKET	(\$449.08)
00053455	WYOMING MACHINERY CO-SLEEVE/OR	(\$165.38)
00053455	WYOMING MACHINERY CO-SHIM / IN	(\$184.45)
00053455	WYOMING MACHINERY CO-LEVER ASS	(\$214.67)
00054044	LARIAT INTERNATIONAL/S SWITCH	\$135.84
00053455	WYOMING MACHINERY CO-M SEAL	\$4.64
00053455	WYOMING MACHINERY CO-CLIPS	\$69.52
00053455	WYOMING MACHINERY CO-SEAL ORIN	\$4.56
00053455	WYOMING MACHINERY CO-MINI LAMP	\$2.69
00053899	CMI-TECO - CONNECTOR AIR HOSE	\$13.83
00053396	GREINER FORD LINCOLN - SEAT	\$107.66
00054261	MIDLAND -SHAFT-ROLLER	\$34.55
00054317	STOTZ EQUIPMENT-DRIVE KIT	\$281.08
00053455	WYOMING MACHINERY CO-STOCK	\$1,456.80
00053533	GREINER FORD -4F2Z-14A604-AA D	\$9.73
00054049	DRIVE TRAIN CASPER	\$28.00
00053625	WYOMING MACHINERY CO	\$4.90
00053559	STOTZ EQUIPMENT-QUICK COUPLERS	\$159.92
00053920	WYOMING MACHINERY CO	\$26.72
00053556	COTTA TRANSMISSION - SEAL,GSK,	\$2,596.16
00053920	WYOMING MACHINERY CO	\$1,825.90
00053455	WYOMING MACHINERY CO-ACCIDENT	\$1,005.13
00053541	JACKS TRUCK -TEMP SENSOR	\$29.59
00053875	CMI-TECO - FITTING 21243673	\$22.06
00054048	COMMUNICATION TECHNOLOGY	\$420.90
00053530	MCMaster-CARR-1653A21 LATCH	\$27.76
00053526	STOTZ EQUIPMENT - CAP SCREW,WA	\$285.64
00053920	WYOMING MACHINERY CO	\$307.12
00054046	JACKS TRUCK -DPF FILTER	\$4,187.15
00053920	WYOMING MACHINERY CO	\$60.81
00053542	FORCE AMERICA -COMPENSATOR	\$109.58
00053476	PETERSON EQUIPMENT	\$136.15
00054086	HOSE & RUBBER -HOSE ASY	\$96.58
00053661	CMI-COOLANT LEAK REPAIR	\$512.33
00053663	GREINER FORD LINCOLN	\$114.36
00054144	DRIVE TRAIN CASPER - Credit	(\$210.72)
00053678	CMI-TECO	\$349.96
00054007	STOTZ -SLEEVE	\$40.84
00053661	CMI-TECO-BRAKE REPAIRS	\$398.48
00054136	WAUSAU EQUIPMENT COMPA	\$1,394.65
00053661	CMI-LABOR CREDIT	(\$87.55)
00054003	PETERSON EQUIPMENT - WHEEL	\$1,139.32
00053700	JACKS TRUCK-STEERING PARTS	\$1,545.70
00054002	PETERSON EQUIPMENT - FILTE	\$712.85
00053976	WYOMING MACHINERY CO	\$82.40
00053709	NAPA-DIST CAP & ROTOR	\$69.11
00053709	NAPA-7594R BATTERY	\$156.90
00054137	AMERI-TECH -56462 HAND HELD CO	\$277.60

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00053656	FRANK J. ZAMBONI-7L-17981 HEAD	\$63.37
00054148	JACKS TRUCK AND EQUIPMENT	\$18.18
00054024	STOTZ EQUIPMENT - SHAFT,AXEL K	\$1,234.90
00053627	FREMONT MOTOR -WHEEL	\$293.25
00053641	WW GRAINGER	\$47.08
00053643	LARIAT -COOLANT SENSOR 2587324	\$32.39
00054021	JACKS TRUCK AND EQUIPMENT	\$629.64
00053661	CMI-LABOR CREDIT	(\$112.55)
00053653	CMI-TECO	\$1,370.40
00053709	NAPA-SPARK PLUGS	\$15.92
00054145	DRIVE TRAIN CASPER	\$5.60
00054034	PETERSON EQUIPMENT - FRONT	\$669.94
00053661	CMI-LABOR CREDIT	(\$100.00)
00053661	CMI-INSTALL GRIPPER ARM	\$458.22
00053661	CMI-LABOR CREDIT	(\$50.00)
00053661	CMI-TURBO REPAIRS	\$297.94
00053651	JACKS TRUCK AND EQUIPMENT	\$103.58
00053976	WYOMING MACHINERY CO	\$240.20
00053976	WYOMING MACHINERY CO	\$139.43
00054122	JACKS TRUCK PRESSURE SENSORS	\$139.20
00054119	JACKS TRUCK AND EQUIPMENT	\$121.82
00054094	COMMUNICATION TECHNOLOGY	\$412.00
00053925	GREINER FORD LINCOLN O - Credi	(\$7.80)
00053927	STOTZ EQUIPMENT-DOOR ASY	\$823.99
00053709	NAPA-CORE CREDIT	(\$18.08)
00053976	WYOMING MACHINERY CO	\$73.75
00054125	DRIVE TRAIN CASPER	\$71.56
00053630	AIRGAS CENTRAL	\$10.70
00053629	GOODYEAR COMMERCIAL TI	\$184.94
00053625	WYOMING MACHINERY CO	\$180.03
00053625	WYOMING MACHINERY CO	\$761.02
00053625	WYOMING MACHINERY CO	\$18.90
00053455	WYOMING MACHINERY CO-ACCUMULAT	\$597.56
00053931	JACKS TRUCK -SENSORS	\$136.12
00053714	FLEETPRIDE-TEMP & OIL SENDER	\$46.77
00054092	CASPER TIRE -TUBE CREDIT	(\$15.05)
00053709	NAPA-TANK HEATER & HOSE	\$60.41
00053709	NAPA	\$10.97
00053709	NAPA	\$22.45
00053709	BEARING BELTCHAIN00244	\$284.18
00053709	NAPA-38009 PULLEY	\$17.29
00054038	CASPER TIRE -SWITCH & BALANCE	\$30.00
00053709	NAPA-RADIATOR	\$182.20
00054124	JACKS TRUCK AND EQUIPMENT	\$61.40
00054001	RAMCO ENGINEERING, INC	\$316.97
00053718	AMERI-TECH EQUIPMENT C	\$2,524.64
00053921	MG OIL COMPANY GILLETTE	(\$184.25)
00053976	WYOMING MACHINERY CO	\$330.89

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00054036	NUTECH SPECIALTIES	\$213.00
00054037	SAFETY KLEEN SYSTEMS B	\$285.50
00053709	NAPA-DIST ROTOR	\$21.41
00053709	NAPA-25-061280 BELT	\$21.86
00053747	JACKS TRUCK AND EQUIPMENT	\$15.70
00054154	NAPA-BEARING	\$40.01
00054165	PRECISION KNIFE-KNIFE BOARD	\$80.00
00054254	JACKS TRUCK	(\$244.64)
00054248	WW GRAINGER	\$47.08
00054175	GOODYEAR COMMERCIAL	\$792.50
00053729	CMI-TECO - CHECK DOOR	\$281.28
00053873	KOIS BROTHERS EQUIPMENT	\$166.77
00054180	DRIVE TRAIN CASPER - Credit	(\$95.44)
00053664	HARTZ E&F TOWING	\$75.00
00053748	HARTZ E&F TOWING	\$350.00
00054182	WAUSAU EQUIPMENT COMPANY	\$365.23
00053752	CMI-TECO - COOLANT PIPE	\$391.72
00053757	CMI-TECO - Credit	(\$192.00)
00053862	STOTZ EQUIPMENT	\$13.86
00054194	ALPINE MOTOR SPORTS	\$750.10
00053739	HARTZ E&F TOWING	\$350.00
00054314	GREINER FORD LINCOLN O	\$13.92
00054154	NAPA-CORE CREDIT	(\$18.08)
00054154	NAPA-CORE CREDIT	(\$18.08)
00054154	BEARING BELTCHAIN00244	\$556.63
00054154	NAPA-CORE CREDIT	(\$18.08)
00053891	CMI-TECO	\$186.96
00053569	HELM INC	\$650.00
00054255	WW GRAINGER	\$37.27
00054154	NAPA-7237 BATTERY	\$142.95
00053768	NEWARK US 000700000075	\$15.76
00053598	URGENT CARE OF CASPER	\$58.00
00054154	NAPA-7271 BATTERY	\$251.95
00054155	NORCO INC	\$39.14
00054156	CMI-TECO	\$99.39
00053628	DECKER AUTO GLASS	\$545.14
00054158	CASPER AUTO SUPPLY	\$50.00
00053883	WYOMING STEEL -STRAP	\$6.98
00053827	DANA SAFETY SUPPLY	\$1,224.88
00053847	STOTZ EQUIPMENT	\$226.04
00054203	WW GRAINGER	\$5.25
00054204	STOTZ -DRAIN PLUGS	\$10.69
00053819	FLEETPRIDE 893	\$34.00
00054210	GREINER FORD	(\$10.02)
00054214	MIDLAND -SHAFT ROLLERS	\$63.58
00053762	JACKS TRUCK	\$244.64
00053841	LARIAT INTERNATIONAL-VALVE ASY	\$40.56
00053800	CMI-TECO	\$111.01

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00054220	STOTZ -MOWER REEL	\$376.29
00054226	MIDLAND-SEALS & BEARINGS	\$157.04
00053741	SAMS CLUB #6425	\$47.94
00053836	HOSE & RUBBER SUPPLY	\$39.60
00054226	MIDLAND-SEALS & BEARINGS	\$157.04
00054226	MIDLAND-SEALS & BEARINGS	\$157.04
00053845	GREAT PLAINS CLEANING	\$69.10
00053861	HENSLEY BATTERY&ELEC - Credit	(\$62.02)
00054154	NAPA-3243 AUTO METER	\$68.32
00053775	WYOMING MACHINERY COMPANY	\$10.98
00053775	WYOMING MACHINERY CO	\$84.23
00053775	WYOMING MACHINERY CO	\$497.52
00053775	WYOMING MACHINERY CO	\$132.50
00053775	WYOMING MACHINERY CO	\$165.71
00053805	WEAR PARTS INC	\$20.25
00053776	STOTZ EQUIPMENT - SHAFT KIT/AX	\$1,852.35
00054275	STOTZ EQUIPMENT-CARB PARTS	\$94.40
00054195	GOODYEAR COMMERCIAL	\$360.66
00053786	STOTZ EQUIPMENT - SEAL	\$17.76
00054247	WW GRAINGER	\$263.42
00054196	KOOL KAT DISTRIBUTING	\$675.12
00054245	TITAN MACHINERY-FAN ASSEMBLIES	\$5,075.91
00053792	GREINER FORD LINCOLN O	\$42.56
00053764	DRIVE TRAIN CASPER - HOSE /KAM	\$152.26
00053775	WYOMING MACHINERY CO	\$10.98
00053164	HENSLEY BATTERY	\$78.68
00053710	VCN WYDOTIFTAIRP	\$2,297.70
00053906	BEARING BELTCHAIN00244	\$788.72
00053114	DECKER AUTO GLASS - accident	\$285.00
00054289	DRIVE TRAIN CASPER	\$76.32
00054287	DECKER AUTO GLASS -REDI-CUT MI	\$35.00
00054285	HONNEN EQUIPMENT-CABLE ASY	\$86.53
00053906	NAPA	\$21.99
00054282	JACKS TRUCK -ABS SENSOR	\$51.59
00053168	HENSLEY BATTERY	(\$71.65)
00054256	CMI-TECO	\$22.66
00053162	HENSLEY BATTERY	(\$78.68)
00053906	NAPA	(\$10.97)
00053142	HENSLEY BATTERY	\$71.65
00054285	HONNEN-TRACK ROLLER BEARING	\$599.01
00053916	CASPER AUTO SUPPLY	\$33.36
00054154	NAPA	(\$24.44)
00054154	NAPA-SLEEVE	\$40.14
00053981	ADVANCED HYDRAULIC - GEAR	\$1,073.68
00053906	NAPA-BULB	\$15.88
00054154	NAPA-17327 LAMPS	\$9.50
00054154	NAPA-7565 BATTERY	\$113.21
00053905	HENSLEY BATTERY-LP12-6W-T1 BAT	\$24.26

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00053906	NAPA-8496R BATTERY	\$118.70	
00054154	NAPA	\$6.88	
00054154	NAPA	\$53.56	
00053906	NAPA-7565 BATTERY	\$113.21	
00053912	LARIAT INTERNATIONAL	\$159.23	
00054307	AMERI-TECH EQUIPMENT C	\$294.12	
00054154	NAPA-CORE CREDIT	(\$27.07)	
00054154	NAPA	(\$57.83)	
00054257	KOIS BROTHERS EQUIPMEN	\$384.96	
00054301	DRIVE TRAIN CASPER	\$115.00	
00054300	WW GRAINGER	\$40.96	
00053813	IN PETERSON EQUIPMENT - TIRE	\$1,949.90	
00054292	BRAKE SUPPLY COMPANY I	\$401.79	
00054242	SAMS CLUB #6425	\$23.71	
00054199	DECKER AUTO GLASS	\$253.05	
		\$74,348.28	Subtotal for Dept. Fleet Maintenance
00053370	ATLAS OFFICE PRODUCTS	\$19.26	
00054186	BOOT BARN #76	\$19.95	
00054233	GAYLORD BROS INC	\$81.92	
00053687	AMERICAN ASSOCIATION	\$115.00	
00054310	GAYLORD BROS INC	\$91.88	
00053756	AMERICAN ASSOC OF MUSEUM	\$150.00	
00053788	JET.COM	\$54.14	
		\$532.15	Subtotal for Dept. Fort Caspar
00054308	BAKER-TAYLOR	\$100.69	
00053820	PAYPAL 307PUBLISH	\$26.98	
00054183	HIGHPLAINSPRESS	\$236.10	
		\$363.77	Subtotal for Dept. General - Fort Caspar
00053766	ALL OUT FIRE EXTINGUISHER	\$250.00	
00054008	DIAMOND VOGEL PAINT #7	\$177.37	
00053674	DIAMOND VOGEL PAINT #7	\$26.69	
00054131	GOLDEN WEST INDUS SUPPLY	\$672.91	
00053688	SUTHERLANDS 2219	\$35.93	
00053708	DIAMOND VOGEL PAINT #7	\$138.01	
00053528	WEAR PARTS INC	\$21.90	
		\$1,322.81	Subtotal for Dept. Golf Course
00054067	USPS PO 5715580945	\$9.24	
		\$9.24	Subtotal for Dept. Health Insurance
00053781	STAPLES 00114181	\$69.97	
00053549	BUSH-WELLS SPORTING GO	\$166.00	
00054100	NORCO INC	\$38.22	
00053837	THE HOME DEPOT #6001	\$133.28	
00053527	ATLANTIC ELECTRIC	\$361.36	
00053574	CONTACT WIRELESS	\$65.54	
00054238	ID CARD GROUP	\$36.04	
00053601	ENERGY LABORATORIES	\$20.00	
00054304	ENERGY LABORATORIES	\$20.00	

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00053780 HARBOR FREIGHT TOOLS	\$15.92	
00053637 AMAZON COM	\$104.94	
00053952 MOUNTAIN WEST TELEPHONE	\$140.00	
00054272 BURBACKS REFRIGERATION	\$162.50	
00054279 CONOCO - HOMAX OIL SALES	\$5,735.79	
00054060 BLAKEMAN VAC AND SEWING	\$1,119.95	
00054132 STAPLES 00114181	\$25.78	
00054061 MENARDS CASPER WY	\$58.97	
	\$8,274.26	Subtotal for Dept. Hogadon
00053470 POWDER RIVER SHREDDERS	\$70.00	
00053970 VISTAPR VistaPrint.com	\$81.99	
00053824 ABSO	\$73.99	
00053513 FEDEXOFFICE 00009423	\$51.76	
	\$277.74	Subtotal for Dept. Human Resources
00053803 SAMS CLUB #6425	\$73.80	
00053557 SAMSClub #6425	\$187.88	
00053878 PFG VISTAR	\$200.62	
00053856 SAMS INTERNET	\$89.61	
00053832 HOWIES HOCKEY INC	\$355.94	
00053575 SAMS INTERNET	\$205.12	
00053849 AMAZON.COM	\$22.75	
00053857 FARMER BROS COFFEE	\$222.74	
00053858 SAMS CLUB #6425	\$67.30	
00053771 32NORTH CORPORATION	\$17.00	
00053544 SAMS CLUB #6425	\$73.80	
00053536 SAMSClub #6425	\$115.10	
00053531 SAMSClub #6425	\$13.96	
00053855 DOLLAR TREE	\$25.00	
00054117 PFG VISTAR	\$166.44	
00054000 NORCO INC	\$203.68	
00054016 SAMSClub #6425	\$130.75	
00054019 WM SUPERCENTER #1617	\$34.02	
00054030 SAMSClub #6425	\$73.80	
00054033 SAMSClub #6425	\$59.70	
00053730 TOWNSQ MEDIA CASPER	\$245.00	
00053695 AMPAC	\$38.56	
00053659 WYOMING LIFT SERVICE	\$222.62	
00053648 PAPA JOHNS	\$349.62	
	\$3,194.81	Subtotal for Dept. Ice Arena
00053900 AMAZON.COM	\$59.99	
	\$59.99	Subtotal for Dept. Information Services
00053993 AMAZON.COM	(\$15.96)	
00053980 BAILEYS ACE HARDWARE	\$2.58	
00053414 MURDOCH'S RANCH & HOME	\$178.47	
00053439 MURDOCH'S RANCH & HOME - Credi	(\$178.47)	
00054277 COMMUNICATION TECHNOLOGY	\$763.50	
00054014 NORCO INC	\$79.35	
00053438 MATTHEW BENDER &CO	\$723.46	

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00053941	STAPLES 00114181	\$48.98	
00053922	AVID PETTRAC	\$2,475.00	
00054232	OREILLY AUTO 00027466	\$108.43	
00053918	COCA COLA BOTTLING CO	\$37.05	
00053689	ANIMAL CARE EQUIPMENT	\$120.75	
00053501	COWBOY SCRUBS	\$102.00	
00053943	MURDOCH'S RANCH & HOME	\$51.96	
00053872	WYOMING WORK WAREHOUSE	\$62.99	
00053904	CPU IIT	\$1,053.82	
00053881	AMAZON.COM	\$15.96	
00053917	AVID PETTRAC	\$1,187.50	
00053902	UW CASHIER OFFICE	\$5.86	
		\$6,823.23	Subtotal for Dept. Metro Animal
00053844	MOUNTAIN STATES LITHOGRAPH	\$72.00	
00053463	POWDER RIVER SHREDDERS	\$21.00	
00053634	TOP OFFICE PRODUCTS IN	\$38.00	
00053765	ATLAS OFFICE PRODUCTS	\$107.58	
		\$238.58	Subtotal for Dept. Municipal Court
00053821	CPS DISTRIBUTORS INC C	\$2,072.20	
00053876	BAILEYS ACE HARDWARE	\$43.75	
00054031	BLOEDORN LUMBER CASPER	\$37.54	
00053584	SPORTS TURF MANAGERS	\$75.00	
00053808	COMMUNICATION TECHNOLO	\$85.90	
00053811	USPS PO 5715580945	\$11.50	
00053914	MENARDS CASPER WY	\$119.64	
00054009	BLOEDORN LUMBER CASPER	\$6.74	
00053997	SOURCE OFFICE AND TECH	\$109.00	
00053956	SOURCE OFFICE AND TECHNOLOGY	\$35.46	
00054239	CASPER STAR TRIBUNE	\$492.20	
00053948	ALPINE MOTOR SPORTS	\$175.00	
00053932	KMART 4736	\$23.97	
00053604	INTL SOC ARBORICULTURE	\$187.00	
00053924	WW GRAINGER	\$28.62	
00053723	INTL SOC ARBORICULTURE	\$187.00	
00053901	BAILEYS ACE HARDWARE	\$13.78	
00053419	STAPLES 00114181	\$100.05	
00053588	WYATT ELECTRIC	\$1,946.70	
00053852	INTL SOC ARBORICULTURE	\$272.00	
00053618	WYATT ELECTRIC	\$623.15	
00053621	WYATT ELECTRIC	\$1,991.50	
00053929	BAILEYS ACE HARDWARE	\$18.98	
00054107	SOURCE OFFICE AND TECHNOLOGY	\$2.97	
00053865	WM SUPERCENTER #1617	\$25.58	
		\$8,685.23	Subtotal for Dept. Parks
00053990	WW GRAINGER	\$104.30	
00053946	FRONTLINE FIRE	\$223.00	
00054192	JOHNSON CONTROLS SS	\$963.12	
		\$1,290.42	Subtotal for Dept. Perpetual Care

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00053829	ATLAS OFFICE PRODUCTS	\$27.89	
00054208	CASPER STAR TRIBUNE	\$42.72	
00054230	ATLAS REPRODUCTION INC	\$18.00	
00053429	WAL-MART #3778	\$17.72	
	\$106.33		Subtotal for Dept. Planning
00054090	ATLAS OFFICE PRODUCTS	\$196.34	
00053677	SOURCE OFFICE AND TECHNOLOGY	\$248.91	
00053698	AIR-PURIFY-AMERICA	\$24.98	
00053996	CHILIS 7221 01872217	\$14.35	
00054099	SIRCHIE FINGER PRINT	\$1,963.80	
00054276	SIRCHIE FINGER PRINT L	\$304.88	
00053959	STALKER RADAR	\$480.00	
00053755	WM SUPERCENTER #3778	\$5.65	
00054109	IACP	\$200.00	
00054076	SOURCE OFFICE AND TECH	\$161.22	
00053685	GALLS	\$647.26	
00054112	CORNER STORE 4545	\$16.00	
00053057	MOUNTAIN STATES LITHOGRAPH	\$411.70	
00054140	CORNER STORE 4545	\$5.57	
00053673	BEARING BELTCHAIN00244	\$29.88	
00053671	SOURCE OFFICE AND TECHNOLOGY	\$99.17	
00053662	VENTURE TECHNOLOGY	\$1,315.60	
00053660	INSIGHT ASSESSMENT	\$127.50	
00053647	TLO TRANSUNION	\$111.00	
00053644	VERIZON WIRELESS	\$994.66	
00053642	VERIZON WIRELESS	\$4,738.77	
00053270	AMAZON.COM	\$87.96	
00054278	HOBBY-LOBBY #0233	\$169.18	
00054302	SHELL OIL 57445744204	\$16.50	
00053679	RICOH USA, INC	\$53.49	
00054176	4020 JNN NORTHFIELD	\$20.78	
00054241	MCDONALD'S F26593	\$7.51	
00054085	NATIONWIDE SUPPLY,	\$381.33	
00054258	UNITED GLASS	\$273.00	
00054260	INTERNATIONAL TRANSACTION - Cr	(\$1.07)	
00054209	CARHIRE - Credit	(\$133.27)	
00054207	WDH PHL CHEMICAL TESTI	\$484.00	
00054269	DRURY INNS	\$395.85	
00054197	THE HOME DEPOT #6001	\$11.98	
00053909	ADVANCED CHIROPRACTIC	\$65.00	
00054189	PEDENS INC.	\$116.00	
00054188	4020 JNN NORTHFIELD	\$21.82	
00054185	TGI FRIDAY'S 2616	\$17.25	
00054123	WESTERN WYOMING LOCK	\$2.50	
00054178	ARAMARK PEPSI CENTER	\$14.50	
00054116	BAR LOUIE DENVER	\$32.01	
00053897	SUTHERLANDS 2219	\$19.33	
00054166	TGI FRIDAY'S 2616	\$30.55	

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00054160	DANNER-LACROSSE	\$140.00		
00053835	INTERSTATE ALL BATTERY	\$56.70		
00053802	CASPER FIRE EXTINGUISHER	\$74.70		
00053778	PEDENS INC.	\$96.00		
00053773	HARTZ E&F TOWING	\$350.00		
00054149	SAMSClub #6425	\$82.00		
00053767	WALGREENS #7601	\$17.84		
00054244	7-ELEVEN 37016	\$4.69		
00054134	BAR LOUIE DENVER	\$30.14		
00054222	MCDONALD'S F26593	\$7.40		
00054184	ARAMARK PEPSI CENTER	\$8.00		
00050137	MOUNTAIN STATES LITHOGRAPH	\$176.40		
00048461	NOLAND FEED INC.	\$130.30		
00049034	LA POLICE GEAR	\$40.07		
00049486	EXPERIAN	\$23.68		
00049877	TACTICAL MEDICAL	\$44.72		
00050122	ATLAS OFFICE PRODUCTS	\$825.99		
00050429	HOTELS.COM133191924702	\$537.07		
00050531	WYOMING CAMERA	\$20.16		
00051236	INTERNATIONAL TRANSACTION	\$1.07		
00051685	B & B RUBBER STAMP	\$43.90		
00054170	HUB FLOOR COVERING INC	\$48.94		
		\$16,943.21	Subtotal for Dept.	Police
00053950	HENSLEY BATTERY	\$439.80		
00053907	INTERSTATE ALL BATTERY	\$238.40		
00054022	DECKER AUTO GLASS	\$293.91		
		\$972.11	Subtotal for Dept.	Police Equipment
00054293	WARRIOR KIT	\$3,514.90		
00053644	VERIZON WIRELESS	\$80.02		
00054252	QDOBA #2895 QPS	\$165.38		
00053240	LASER TECHNOLOGY INC	\$3,415.00		
00053769	BOB BARKER COMPANY INC	\$717.50		
00051723	TEXAS DE BRAZIL HUNSTVILLE	\$32.51		
		\$7,925.31	Subtotal for Dept.	Police Grants
00054055	ATLAS OFFICE PRODUCTS	\$83.28		
00053719	URGENT CARE OF CASPER	\$722.00		
00053686	J J KELLER & ASSOCIATES	\$559.00		
		\$1,364.28	Subtotal for Dept.	Property & Liability Insurance
00053849	AMAZON.COM	\$71.25		
00053472	STAPLES 00114181	\$8.00		
00053472	STAPLES 00114181	\$5.00		
00054042	MICHIGAN COMPANY	\$41.75		
00053849	AMAZON.COM	\$75.34		
00054027	NORCO INC	\$25.02		
00053597	NATIONALGYM SUPPLY	\$230.29		
00053525	AMAZON.COM	\$64.22		
00053659	WYOMING LIFT SERVICE	\$222.62		
00053695	AMPAC	\$38.56		

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00053843	PADDLE PALACE TABLE TENNIS	\$67.90	
00053472	STAPLES 00114181	\$10.00	
		\$859.95	Subtotal for Dept. Recreation
00053478	WYOMING STEEL AND RECYLING	\$5,478.00	
00053913	GREAT PLAINS CLEANING	\$476.40	
00052622	DRIVE TRAIN CASPER	\$40.95	
00052710	SAMS CLUB #6425	\$19.74	
00053615	CMI-TECO	\$362.63	
00053863	WHEATLAND TRAVEL CEN	\$127.30	
00053854	COMMUNICATION TECHNOLOGY	\$51.50	
00053840	AIRGAS CENTRAL	\$893.39	
00053831	WYOMING STEEL AND RECYCLNG	\$4,929.00	
00052623	AIRGAS CENTRAL	\$265.56	
00053790	AIRGAS CENTRAL	\$332.32	
00053761	CMI-TECO	\$87.14	
00054150	PIZZA HUT #240	\$58.01	
00052704	BEARING BELTCHAIN00244	\$53.57	
00052623	AIRGAS CENTRAL	\$8.12	
00052544	CMI-TECO	\$79.34	
00052649	OREILLY AUTO 00027466	\$8.18	
00053751	AIRGAS CENTRAL	\$332.32	
00052691	ALBERTSONS STO00000604	\$4.58	
00052614	CASPER CONTRACTORS SUPPLY	\$1,003.79	
00052651	OREILLY AUTO 00027466	\$41.02	
00053804	LOVE S COUNTRY00002204	\$105.71	
00053502	OVERHEAD DOOR CO	\$270.00	
00053391	CMI-TECO	\$90.00	
00053412	CMI-TECO	\$39.30	
00053973	AIRGAS CENTRAL	\$76.00	
00053450	ALSCO INC.	\$142.80	
00053721	HARBOR FREIGHT TOOLS 3	\$21.97	
00053947	CMI-TECO	\$1,473.88	
00054235	SHERWIN-WILLIAMS 70896	\$76.98	
00053388	CMI-TECO	\$219.94	
00053696	JACKS TRUCK AND EQUIPMENT	\$236.98	
00053962	LOVE S COUNTRY00002204	\$208.63	
00052752	PNEUMATICPLUS DOT COM	\$34.48	
00053694	EASTGATE SERVICE	\$51.00	
00053684	GREAT PLAINS CLEANING	\$857.78	
00053681	DRIVE TRAIN CASPER	\$37.44	
00052790	CASPER TIRE 0000705	\$40.50	
00052807	JACKS TRUCK AND EQUIPMENT	\$16.12	
00052818	BAILEYS ACE HARDWARE	\$9.98	
00053626	WYOMING STEEL AND RECYCLING	\$3,800.00	
00053716	LOVE S COUNTRY00002204	\$104.00	
00054162	CASPER TIRE 0000705	\$42.50	
00054127	C & C SUPPLY DBA N	\$71.00	
00052745	CASPER CONTRACTORS SUPPLY	\$48.76	

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00054012 BEARING BELTCHAIN00244	\$132.36	
00053728 INDUSTRIAL SCREEN	\$1,560.00	
00053727 AIRGAS CENTRAL	\$306.97	
00054047 SAMSClub #6425	\$62.68	
00053727 AIRGAS CENTRAL	\$53.48	
	\$24,844.10	Subtotal for Dept. Refuse Collection
00053743 CASPER STAR TRIBUNE	\$504.84	
00053199 OFFICEMAX/OFFICEDEPOT6	\$6.99	
00053975 HOSE & RUBBER SUPPLY C	\$47.66	
00054216 CASPER STAR TRIBUNE	\$227.86	
00053638 CASPER FIRE EXTINGUISHER	\$113.00	
00053571 USPS PO 5715580478	\$94.00	
00053203 INNOVYZE INC	\$2,000.00	
00053445 ALSCO INC.	\$225.44	
00053806 OFFICEMAX/OFFICEDEPOT6	\$134.97	
00053989 CASPER FIRE EXTINGUISHER	\$9.75	
00053495 NEVEREST EQUIPMENT	\$22.00	
00053908 TOWNSQ MEDIA CASPER	\$410.00	
00053133 THE HOME DEPOT #6001	\$29.97	
00054133 NASSCO, INC.	\$1,857.06	
	\$5,683.54	Subtotal for Dept. Sewer
00053442 AM SIGNAL INC	\$548.64	
00053027 FEDEX 880139072909	\$5.03	
00053042 FEDEX 785069571660	\$39.33	
00053376 FEDEXOFFICE 00009423 - Credi	(\$5.03)	
00053393 CRUM ELECTRIC SUPPLY	\$11.97	
00053830 OREILLY AUTO 00027466	\$45.43	
00053822 NORCO INC	\$104.44	
00053884 WYOMING AUTOMOTIVE	\$19.97	
00053672 ECONOLITE	\$184.16	
00053882 AUTOZONE #1294	\$15.98	
00053859 WAL-MART #1617	\$34.69	
00053839 71 SOIL AND STONE	\$300.00	
00053869 STAPLES 00114181	\$78.34	
00053886 OREILLY AUTO 00027466 - Credi	(\$45.43)	
00053401 FEDEXOFFICE 00009423	\$4.79	
00053758 CASPER STAR TRIBUNE	\$187.16	
00053938 AIRGAS CENTRAL	\$103.74	
00053956 SOURCE OFFICE AND TECHNOLOGY	\$32.12	
00053923 STAPLES 00114181	\$35.96	
00053911 WM SUPERCENTER #1617	\$27.08	
	\$1,728.37	Subtotal for Dept. Streets
00053888 TW ENTERPRISES	\$65.18	
00053779 USPS PO 5715580945	\$3.00	
00053846 WW GRAINGER	\$24.49	
00053461 WAL-MART #1617	\$22.97	
00054128 SAMSClub #6425	\$139.29	
00053908 TOWNSQ MEDIA CASPER	\$410.00	

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00053992	ANIXTER INC - UPS	\$365.00	
00053984	ENERGY LABORATORIES, I	\$464.00	
00053860	ATLAS OFFICE PRODUCTS	\$85.55	
00053983	WYOMINGWATER	\$180.00	
00053123	CPU IIT	\$176.80	
00053880	WW GRAINGER	\$262.80	
00053183	WW GRAINGER	\$66.55	
00053468	NORTHROP BOILER WORKS	\$1,000.90	
00053972	COMPRESSION LEASING SERVICE	\$195.22	
00053967	ENERGY LABORATORIES, I	\$54.00	
00053958	BAILEYS ACE HARDWARE	\$37.98	
00054101	FISHER	\$108.65	
00053033	RESPOND FIRST AID	\$177.62	
00053953	PURVIS INDUSTRIES 67	\$17.01	
00054095	WW GRAINGER - Credit	(\$66.55)	
00053879	CASPER WINNELSON COMPANY	\$149.37	
00054142	BAILEYS ACE HARDWARE	\$6.98	
00053979	CASPER STAR TRIBUNE	\$204.12	
00054025	NORCO INC	\$11.46	
00054023	ASAP RADIATOR AND SUPPLY	\$221.08	
00052990	FERGUSON ENT #3069	\$53.99	
00053007	FERGUSON ENT #3069	\$67.57	
00053010	FERGUSON ENT #3069 - Credit	(\$53.99)	
00053064	CK MECHANICAL PLUMBING	\$80.00	
00053221	ROTORK CONTROLS INC	\$2,470.50	
00054190	BAILEYS ACE HARDWARE	\$22.99	
00053373	DEWITT WATER SYS & SERVICE	\$50.00	
00053161	THE UPS STORE 2200	\$11.34	
00053296	WW GRAINGER	\$90.30	
00054081	ATLAS OFFICE PRODUCTS	\$66.34	
00053295	WW GRAINGER	\$187.17	
00053278	LONG BLDG. TECHNOLOGIES	\$1,480.00	
00053255	ANIXTER INC - UPS	\$144.00	
00053241	FASTENAL COMPANY01	\$464.75	
00053223	WM SUPERCENTER #1617	\$24.12	
00053457	ALSCO INC.	\$490.88	
00053736	BAILEYS ACE HARWARE	\$73.98	
00053740	WW GRAINGER	\$14.02	
00053744	USPS PO 5715580945	\$14.60	
00053994	ENERGY LABORATORIES, I	\$41.50	
00053174	ABSOLUTE PROCESS	\$1,815.19	
00053568	WESTERN STATES CONTROL	\$81.46	
00053522	WW GRAINGER	\$718.90	
00052992	ENERGY LABORATORIES	\$449.00	
00053002	ENERGY LABORATORIES	\$267.00	
00053539	WAL-MART #1617 - Credit	(\$24.12)	
		\$13,484.96	Subtotal for Dept. Waste Water
00054105	BEARING BELTCHAIN00244	\$2.29	

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00053576	ENERGY LABORATORIES, I	\$300.00	
00053546	MENARDS CASPER WY	\$13.89	
00053934	TRACTOR SUPPLY COMPANY	\$28.84	
00053658	ALL OUT FIRE EXTINGUISHER	\$1,045.20	
00054201	MOUNTAIN STATES PIPE	\$6,161.55	
00054065	BEARING BELTCHAIN00244	\$23.50	
00054138	ENERGY LABORATORIES, I	\$20.00	
00053492	DAYWEATHER INC	\$184.95	
00053683	DANA KEPNER CO.	\$63.42	
00053548	GUNNERS METERS	\$60.00	
00054011	ATLAS OFFICE PRODUCTS	\$7.70	
00053711	ENERGY LABORATORIES, I	\$340.00	
00053726	GREAT PLAINS CLEANING	\$7.63	
00053734	TOP OFFICE PRODUCTS IN	\$80.03	
00053735	UNITED STATES WELDING	\$19.57	
00053753	GEORGE T SANDERS 20	\$176.42	
00053810	NORCO INC	\$73.92	
00053783	PP WYOMINGWATER	\$30.00	
00053782	USPS PO 5715580945	\$6.47	
00053915	ENERGY LABORATORIES, I	\$660.00	
00054013	HOWARD SUPPLY COMPANY	\$189.88	
00053937	ENERGY LABORATORIES, I	\$300.00	
00053636	UNION WIRELESS	\$114.72	
00054015	ATLAS OFFICE PRODUCTS - Credit	(\$7.77)	
00053553	SUTHERLANDS 2219	\$23.94	
00054098	SAMS CLUB #6425	\$109.80	
00054062	SUTHERLANDS 2219	\$43.18	
00053940	WYOMING UNDERGROUND	\$104.00	
00053060	AWWA.ORG	\$3,574.00	
00054017	ATLAS OFFICE PRODUCTS	\$10.54	
00054070	BEARING BELTCHAIN00244	\$22.96	
00050963	WATERWORKS INDUSTRIES	\$258.65	
		\$14,049.28	Subtotal for Dept. Water
00053506	BEARING BELTCHAIN00244	\$35.24	
00053503	INDUSTRIAL MAINTANENCE	\$90.00	
00053895	ENERGY LABORATORIES	\$2,722.00	
00053543	MOUNTAIN WEST TELEPHONE	\$100.00	
00053499	COASTAL CHEMICAL CO LL	\$91.51	
00053586	CRUM ELECTRIC SUPPLY	\$49.78	
00053658	ALL OUT FIRE EXTINGUISHER	\$90.00	
00053613	HARBOR FREIGHT TOOLS	\$15.97	
00053616	ENERGY LABORATORIES	\$20.00	
00053592	ENERGY LABORATORIES	\$225.00	
00053623	CRUM ELECTRIC SUPPLY	\$7.26	
00053649	UPS 000008F045W017	\$97.07	
00053782	USPS PO 5715580945	\$14.13	
00053595	WW GRAINGER	\$523.00	
		\$4,080.96	Subtotal for Dept. Water Treatment Plant

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

P-CARD VENDORS

00053724 HOSE & RUBBER AR	\$46.00	
00053640 WW GRAINGER	\$227.89	
	\$273.89	Subtotal for Dept. Weed And Pest
	\$290,092.31	Subtotal for Vendor

PEPSI COLA OF CASPER

2199009841 PRODUCT	\$189.00	
2199011092 PRODUCT	\$211.85	
2108000248 PRODUCT	\$252.35	
2199010295 PRODUCT	\$50.00	
2199008794 PRODUCT	\$382.00	
	\$1,085.20	Subtotal for Dept. Ice Arena
	\$1,085.20	Subtotal for Vendor

PETER ALBRECHT CO., INC.

1605-1 THEATRICAL FLY SYSTEM	\$47,950.00	
	\$47,950.00	Subtotal for Dept. Casper Events Center
	\$47,950.00	Subtotal for Vendor

POSTAL PROS SOUTHWEST INC

3317 UTILITY BILLING FEES	\$2,537.51	
3275 UTILITY BILLING FEES	\$5,244.54	
3372 UTILITY BILLING FEES	\$5,119.98	
3335 UTILITY BILLING FEES	\$2,809.14	
3159 UTILITY BILLING FEES	\$5,007.06	
39596 WEB POSTING	\$3,896.69	
3358 UTILITY BILLING FEES	\$285.74	
	\$24,900.66	Subtotal for Dept. Finance
	\$24,900.66	Subtotal for Vendor

PROFORCE LAW ENFORCEMENT

298958 JAG GRANT WEAPON ACCESSORIES	\$540.00	
297716 STATE SEIZURES	\$10,472.15	
297604 WEAPON ACCESSORIES	\$255.18	
	\$11,267.33	Subtotal for Dept. Police Grants
	\$11,267.33	Subtotal for Vendor

PUBLIC SAFETY COMMUNICATIONS CENTER

734/148719 MONTHLY USER FEE	\$1,954.30	
	\$1,954.30	Subtotal for Dept. Metro Animal
1276/148720 MONTHLY USER FEE	\$542.86	
	\$542.86	Subtotal for Dept. Water
	\$2,497.16	Subtotal for Vendor

RATCLIFF, CHRISTINE

0027969870 UTILITY REFUND	\$53.07	
	\$53.07	Subtotal for Dept. Water

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

RATCLIFF, CHRISTINE

\$53.07 Subtotal for Vendor

RICHARD "ZAK" SZEKELY

RIN0027375 COURT APPOINTED ATTORNEY

\$610.50

\$610.50 Subtotal for Dept. Municipal Court

\$610.50 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016901301708 ELECTRICITY

\$462.95

\$462.95 Subtotal for Dept. Aquatics

AP00016701301708 ELECTRICITY

\$5,058.61

RIN0027356 REPAIRS TO UTILITY POLE

\$285.49

\$5,344.10 Subtotal for Dept. Balefill

AP00016801301708 ELECTRICITY

\$217.11

\$217.11 Subtotal for Dept. Buildings & Structures

AP00018101301708 ELECTRICITY

\$2,601.42

AP00016101301708 ELECTRICITY

\$2,623.38

\$5,224.80 Subtotal for Dept. Parks

AP00016401301708 ELECTRICITY

\$48,373.60

AP00017001301708 ELECTRICITY

\$104.10

\$48,477.70 Subtotal for Dept. Streets

AP00016501301708 ELECTRICITY

\$20,810.22

\$20,810.22 Subtotal for Dept. Water

RIN0027376 ELECTRICITY

\$8,492.95

RIN0027376 ELECTRICITY

\$41,765.42

\$50,258.37 Subtotal for Dept. Water Treatment Plant

\$130,795.25 Subtotal for Vendor

ROD BARSTAD'S PAINT & AUTO BODY

5732 BODY REPAIRS

\$1,958.48

\$1,958.48 Subtotal for Dept. Fleet Maintenance

\$1,958.48 Subtotal for Vendor

ROTARY CLUB OF CASPER

4252 DUES

\$217.00

\$217.00 Subtotal for Dept. City Manager

\$217.00 Subtotal for Vendor

SCOTT, STACEY

0028011443 UTILITY REFUND

\$34.22

\$34.22 Subtotal for Dept. Water

\$34.22 Subtotal for Vendor

SKYLINE RANCHES

RIN0027390 DECEMBER 2016

(\$74.02)

RIN0027390 DECEMBER 2016

\$740.27

\$666.25 Subtotal for Dept. Sewer

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

SKYLINE RANCHES

RIN0027390 DECEMBER 2016

(\$318.97)
(\$318.97) Subtotal for Dept. Waste Water
\$347.28 Subtotal for Vendor

STAR LINE FEEDS

242451 PET FOOD
242569 PET FOOD

\$467.30
\$252.15
\$719.45 Subtotal for Dept. Metro Animal
\$719.45 Subtotal for Vendor

STEALTH PARTNER GROUP

RIN0027397 STOP LOSS INSURANCE

\$57,461.70
\$57,461.70 Subtotal for Dept. Health Insurance
\$57,461.70 Subtotal for Vendor

STEVE SCHULZ

RIN0027331 TUITION REIMBURSEMENT

\$706.74
\$706.74 Subtotal for Dept. Police
\$706.74 Subtotal for Vendor

SUPERIOR TRAMWAY CO, INC

7333 PROSPECTOR SKI LIFT INSPECTION

\$2,705.41
\$2,705.41 Subtotal for Dept. Hogadon
\$2,705.41 Subtotal for Vendor

TAYLOR, TRAVIS

0027969868 UTILITY REFUND

\$13.16
\$13.16 Subtotal for Dept. Water
\$13.16 Subtotal for Vendor

TERRACON

T863108 FACILITY AIR EMISSIONS

\$2,805.00
\$2,805.00 Subtotal for Dept. Balefill
\$2,805.00 Subtotal for Vendor

TINA GOLLNICK

RIN0027353 BOOT REIMBURSEMENT

\$26.24
\$26.24 Subtotal for Dept. Parks
\$26.24 Subtotal for Vendor

TRIHYDRO CORP.

0115865 RUSSIAN OLIVE MONITORING

\$155.25
\$155.25 Subtotal for Dept. Refuse Collection
\$155.25 Subtotal for Vendor

URBAN INTERACTIVE STUDIO, LLC

UIS-INV-11258 FY16 CITY OF CASPER COMP PLAN
UIS-INV-11258 FY16 CITY OF CASPER COMP PLAN

\$23.77
\$226.23

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

URBAN INTERACTIVE STUDIO, LLC

\$250.00 Subtotal for Dept. Metropolitan Planning
\$250.00 Subtotal for Vendor

URGENT CARE OF CASPER LLC.

821 MEDICAL TESTING

\$45.00

\$45.00 Subtotal for Dept. Communications Center

259 MEDICAL TESTING

\$450.00

820 MEDICAL TESTING

\$362.00

\$812.00 Subtotal for Dept. Police

\$857.00 Subtotal for Vendor

VALENTIN, ANDREA

0028060231 UTILITY REFUND

\$17.06

\$17.06 Subtotal for Dept. Water

\$17.06 Subtotal for Vendor

VAN EVERY, JERIMY

0027969869 UTILITY REFUND

\$27.56

\$27.56 Subtotal for Dept. Water

\$27.56 Subtotal for Vendor

VENTURE TECHNOLOGIES/ISC, INC.

SIN017867 DATA COMMUNICATIONS

\$3,215.00

SIN018282 POINT OF SALE SOFTWARE

\$476.84

SIN017559 POINT OF SALE SOFTWARE

\$1,405.68

SIN017632 POINT OF SALE SOFTWARE

\$6,655.00

\$11,752.52 Subtotal for Dept. Casper Events Center

SIN018324 VEEAM BACKUP MAINTENANCE

\$4,060.00

\$4,060.00 Subtotal for Dept. Information Services

\$15,812.52 Subtotal for Vendor

WALTERS, KADE

0028060234 UTILITY REFUND

\$21.64

\$21.64 Subtotal for Dept. Water

\$21.64 Subtotal for Vendor

WASTE WATER TREATMENT

1337/148726 MONTHLY SUMP CLEANING

\$600.00

\$600.00 Subtotal for Dept. Balefill

1276/148803 201 SEWER

\$285,576.72

\$285,576.72 Subtotal for Dept. Sewer

\$286,176.72 Subtotal for Vendor

WEST PLAINS ENGINEERING, INC.

BC15031-1013 CHILLER REPLACEMENT

\$800.00

\$800.00 Subtotal for Dept. Casper Events Center

\$800.00 Subtotal for Vendor

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

WESTERN MEDICAL ASSOC., LLC

RIN0027368 PHYSICALS

\$9,875.00

\$9,875.00 Subtotal for Dept. Fire

\$9,875.00 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

160580010 K STREET IMPROVEMENTS

\$19,997.90

160080010 15TH & ELM STREET IMPROVEMENTS

\$1,696.00

\$21,693.90 Subtotal for Dept. Streets

\$21,693.90 Subtotal for Vendor

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0027389 DECEMBER 2016

(\$340.30)

RIN0027389 DECEMBER 2016

\$3,403.00

\$3,062.70 Subtotal for Dept. Sewer

RIN0027389 DECEMBER 2016

(\$1,035.38)

(\$1,035.38) Subtotal for Dept. Waste Water

\$2,027.32 Subtotal for Vendor

WHITE, GAIL

0027969871 UTILITY REFUND

\$35.82

\$35.82 Subtotal for Dept. Water

\$35.82 Subtotal for Vendor

WILLIAM O BOHMAN JR.

RIN0026863 TUITION REIMBURSEMENT

\$402.30

\$402.30 Subtotal for Dept. Fire

\$402.30 Subtotal for Vendor

WILLIAMS, PORTER, DAY & NEVILLE, P.C.

75530 LEGAL

\$1,683.50

\$1,683.50 Subtotal for Dept. Property & Liability Insurance

\$1,683.50 Subtotal for Vendor

WLC ENGINEERING - SURVEYING - PLANNING

2017-10005 SURVEYING

\$217.50

\$217.50 Subtotal for Dept. Engineering

2016-11317R WASHINGTON PARK BLEACHERS

\$35,000.00

\$35,000.00 Subtotal for Dept. Parks

2017-10064 WEST CASPER ZONE II WATER SYST

\$4,382.17

2017-10064 WEST CASPER ZONE II WATER SYST

\$2,191.08

\$6,573.25 Subtotal for Dept. Water

\$41,790.75 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000085588 I-25/SHOSHONE

\$1,328.88

\$1,328.88 Subtotal for Dept. Parks

0000085566 BRYAN STOCK TRAIL

\$1,806.70

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

WY. DEPT. OF TRANSPORTATION

0000086194 BRYAN STOCK TRAIL

\$53,206.72
\$55,013.42 Subtotal for Dept. Streets
\$56,342.30 Subtotal for Vendor

WY. DEPT. OF WORKFORCE SVCS.

RIN0027396 4TH QTR UNEMPLOYMENT
RIN0027396 4TH QTR UNEMPLOYMENT

\$92.96
\$69.30
\$162.26 Subtotal for Dept. Aquatics

RIN0027396 4TH QTR UNEMPLOYMENT

\$109.19
\$109.19 Subtotal for Dept. Balefill

RIN0027396 4TH QTR UNEMPLOYMENT
RIN0027396 4TH QTR UNEMPLOYMENT

\$1,655.31
\$24.92
\$1,680.23 Subtotal for Dept. Casper Events Center

RIN0027396 4TH QTR UNEMPLOYMENT

\$496.00
\$496.00 Subtotal for Dept. Cemetery

RIN0027396 4TH QTR UNEMPLOYMENT

\$975.96
\$975.96 Subtotal for Dept. Communications Center

RIN0027396 4TH QTR UNEMPLOYMENT

\$1,360.00
\$1,360.00 Subtotal for Dept. Golf Course

RIN0027396 4TH QTR UNEMPLOYMENT

\$112.42
\$112.42 Subtotal for Dept. Hogadon

RIN0027396 4TH QTR UNEMPLOYMENT

\$588.00
\$588.00 Subtotal for Dept. Parks

RIN0027396 4TH QTR UNEMPLOYMENT

\$1,117.19
\$1,117.19 Subtotal for Dept. Police
\$6,601.25 Subtotal for Vendor

WY. FIRE CHIEFS' ASSOC.

RIN0027377 DUES

\$220.00
\$220.00 Subtotal for Dept. Fire
\$220.00 Subtotal for Vendor

WY. MACHINERY CO.

S16373012 RETAINAGE

(\$24,539.30)
(\$24,539.30) Subtotal for Dept. Capital Projects - Casper Events Center

S16373012 EMERGENCY GENERATOR

\$490,786.02
\$490,786.02 Subtotal for Dept. Casper Events Center

CP96846 CLAIMS-OCT 2015 FIRE

\$117,643.57
\$117,643.57 Subtotal for Dept. Property & Liability Insurance

S1640701 FRONT END LOADER 938M

\$127,174.00
\$127,174.00 Subtotal for Dept. Water
\$711,064.29 Subtotal for Vendor

WY. STATE FIREMEN'S ASSOC.

RIN0027393 DUES

\$50.00
\$50.00 Subtotal for Dept. Fire

Bills and Claims

City of Casper

18-Jan-17 to 07-Feb-17

WY. STATE FIREMEN'S ASSOC.

\$50.00 Subtotal for Vendor

WY. TAXPAYERS ASSOC.

1732 MEMBERSHIP

\$195.00

\$195.00 Subtotal for Dept. Council

\$195.00 Subtotal for Vendor

WY. WATER DEVELOPMENT COMMISSION

2017CASPER01 2017 WATER PURCHASE

\$9,750.00

\$9,750.00 Subtotal for Dept. Water

\$9,750.00 Subtotal for Vendor

WYO CENTRAL FED CREDIT UNION

RIN0027361 INVESTIGATION

\$250.00

\$250.00 Subtotal for Dept. Police

\$250.00 Subtotal for Vendor

WYOMING ECLIPSE FESTIVAL

1013 ECLIPSE FESTIVAL SYMPOSIUM

\$16,000.00

\$16,000.00 Subtotal for Dept. Council

\$16,000.00 Subtotal for Vendor

WYOMING FOOD FOR THOUGHT

1015 FUNDING

\$7,934.75

\$7,934.75 Subtotal for Dept. One Cent #15

\$7,934.75 Subtotal for Vendor

YOUTH CRISIS CENTER CORP.

DEC2016 FUNDING

\$4,563.42

\$4,563.42 Subtotal for Dept. Social Community Services

\$4,563.42 Subtotal for Vendor

Grand Total

\$3,359,087.08

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 02/07/17

Payroll Disbursements

1/19/17	FIRE PAYROLL	\$	162,664.78
1/19/17	BENEFITS & DEDUCTIONS	\$	27,872.09
1/26/17	CITY PAYROLL	\$	1,072,821.78
1/26/17	BENEFITS & DEDUCTIONS	\$	178,743.29
1/27/17	EXCEPTION PAYROLL	\$	623.76
1/27/17	BENEFITS & DEDUCTIONS	\$	66.11
2/2/17	FIRE PAYROLL	\$	166,470.03
2/2/17	BENEFITS & DEDUCTIONS	\$	29,238.21

Total Payroll \$ 1,638,500.05

Additional Fees


Total Fees \$ -


Additional AP

1/24/17	Operating Transfer to Global Spectrum	\$	78,557.13
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Total Additional AP \$ 78,557.13

January 30, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establish February 21, 2017, as Public Hearing Date for consideration of the zoning of the proposed Wolf Creek Nine Addition.

Recommendation:

That Council, by minute action, establish February 21, 2017, as the public hearing date for consideration of the zoning of the proposed Wolf Creek Nine Addition.

Summary:

On January 17, 2017, the City Council reviewed and approved, on first reading, an ordinance annexing and platting the proposed Wolf Creek Nine Addition. The total area involved is approximately 20.1-acres, more or less. The applicant, Mesa Development, Inc., has applied for R-2 (One Unit Residential) and R-4 (High Density Residential) zoning for the proposed Wolf Creek Nine Addition.

The Planning and Zoning Commission recommended approval of the requested zoning after a public hearing on January 19, 2017. Staff received three (3) letters of concern regarding the placement of multifamily residential zoning in proximity to their homes. Those concerns were unfounded, given the actual location of the R-4 (High Density Residential) zoning.

January 25, 2017

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

FROM: Tracey L. Belser, Assistant City Manager/Support Services Director *TLB*
Pete Meyers, Assistant Support Services Director
Carla Mills-Laatsch, Licensing Specialist *CM& PL*

SUBJECT: Establish March 7, 2017 as Public Hearing for a transfer of ownership and location for Retail Liquor License No. 8, Z-Financial Administration and Management, Inc., d.b.a Z- Financial, located at 1121 Wilkins Circle.

Recommendation:

That Council, by minute action, establish March 7, 2017, as the Public Hearing date for the consideration of a transfer of ownership and location for Retail Liquor License No. 8, for Z-Financial Administration and Management, Inc., d.b.a Z-Financial, located at 1121 Wilkins Circle, to Good 2 Go Stores, LLC., d.b.a Good 2 Go, located at 1968 East Yellowstone Avenue.

Summary:

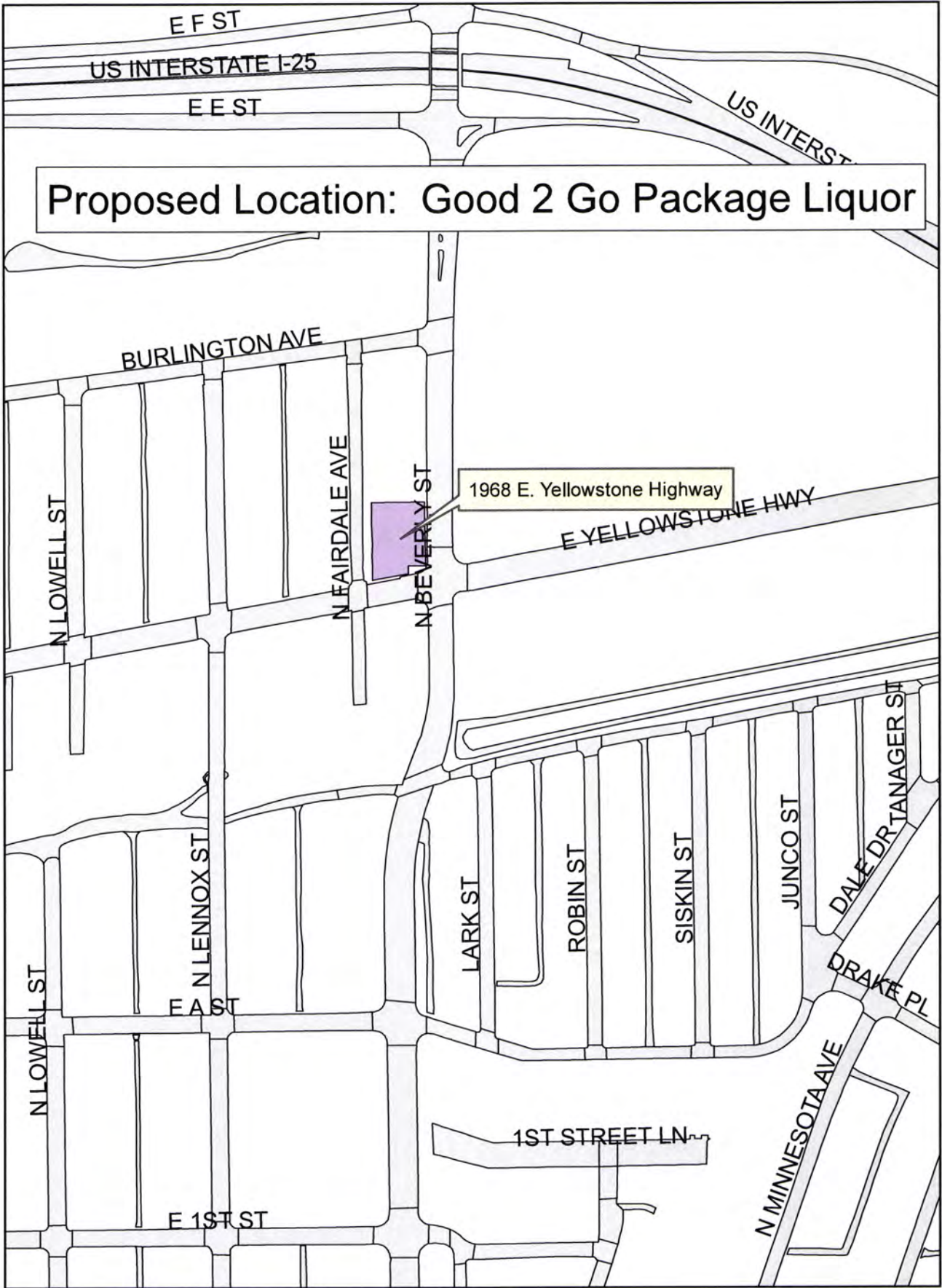
An application has been received for a transfer of ownership of Retail Liquor License No. 8, for Z-Financial Administration and Management, Inc., d.b.a Z-Financial, located at 1121 Wilkins Circle, to Good 2 Go Stores, LLC., d.b.a Good 2 Go, located at 1968 East Yellowstone Avenue.

If approved, they will begin remodeling for a package liquor store located inside the Good 2 Go Convenience Store. The tentative open date is June of 2017.

Z-Financial Administration and Management, Inc.'s license has been parked since November of 2014. On August 9th, 2016 they were granted a one year extension that extended their non-operational status to November 4th, 2017.

The State of Wyoming Liquor Division will duly review the application. The City of Casper Fire-EMS Department, City of Casper Community Development, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.



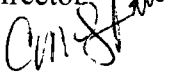
As required by Municipal Code 05.08.070, a notice will be published in a local newspaper once a week for four consecutive weeks. As required by State Statute 12-4-104(a) it will be advertised on the City's website (www.casperwy.gov).



Proposed Location: Good 2 Go Package Liquor

January 13, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Tracey L. Belser, Assistant City Manager/Support Services Director 
Pete Meyers, Assistant Support Services Director 
Carla Mills-Laatsch, Licensing Specialist 

SUBJECT: Establish March 7, 2017 as the Public Hearing date for a new Restaurant Liquor License No. 32, Koto Casper, Inc., d.b.a Koto Restaurant, located at 5091 East 2nd Street.

Recommendation:

That Council, by minute action, establish March 7, 2017, as the Public Hearing date for the consideration for a new Restaurant Liquor License No. 32, Koto Casper, Inc., d.b.a Koto Restaurant, located at 5091 East 2nd Street.

Summary:

An application has been received for a new Restaurant Liquor License No. 31, Koto Casper Inc., d.b.a Koto Restaurant, located at 5091 East 2nd Street, formerly Golden Corral. Golden Corral did not hold a liquor license at this location.

This building is undergoing renovations and is tentatively scheduled to open at the end of March. Upon approval, this license will be effective April 1, 2017 for the new liquor license period.

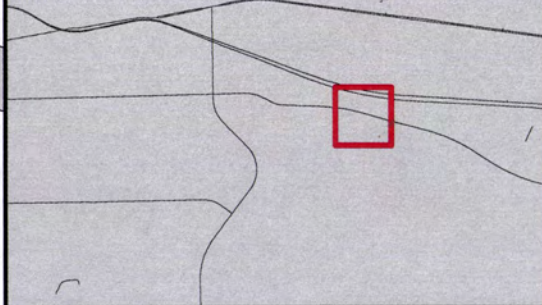
The State of Wyoming Liquor Division will duly review the application. The City of Casper Fire-EMS Department, City of Casper Community Development, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.

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

Casper License & Permits
Koto Casper, Inc
d.b.a Koto Restaurant

★ PROPOSED
RESTAURANT
LIQUOR LICENSE

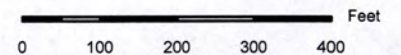
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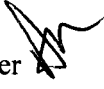
CITY OF CASPER
200 N DAVID ST
CASPER WY 82601



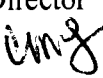


All data, information, and maps are provided without warranty or any representation of accuracy, timeliness of completeness even though the City of Casper has used reasonable efforts to make its data as accurate as possible. Maps and data are to be used for reference purpose only and the City of Casper shall assume no liability for the use, misuse, accuracy or completeness of this information.



February 5, 2017

MEMO TO: V. H. McDonald, City Manager 

FROM: Tracey L. Belser, Assistant City Manager/Support Services Director 
Pete Meyers, Assistant Support Services Director 
Carla Mills-Laatsch, Licensing Specialist 

SUBJECT: Public Hearing for a transfer of location for Retail Liquor License No. 21, Modern Electric Co., d.b.a Wyoming Bootlegger Liquor, from 246 West First Street to 240 West First Street

Recommendation:

That Council, by minute action, authorize a transfer of location for Retail Liquor License No. 21, Modern Electric Co., d.b.a Wyoming Bootlegger Liquor from 246 West First Street to 240 West First Street.

Summary:

An application has been received for a transfer of location for Retail Liquor License No. 21, Modern Electric Co., d.b.a Wyoming Bootlegger Liquor, from 246 West First Street to 240 West First Street. This location is in the same building but has a different address associated with it.

Retail Liquor License No. 21 has conditions and restrictions (see attached) that will remain in effect. This Retail liquor license is parked and must be operational by February of 2018. The applicant plans on opening a package liquor store in April of 2017.

The requirements of Municipal Code 5.08.070 (B) state that the *transfer of location* must be published in the local newspaper for four consecutive weeks and take place 30 days prior to the expiration of the current liquor license. The requirements of State Statute 12-4-104 (b) state that the *renewal* must take place 30 days prior to the expiration of the current liquor license. Like the transfer, the renewal must also be published in the local newspaper for four consecutive weeks.

In order to meet the advertising and public hearing requirements for both the transfer and the renewal, both the transfer and renewal were advertised concurrently. The renewal will take place at the February 21, 2017 council meeting.

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

RETAIL LIQUOR LICENSE NO. 21 MODERN ELECTRIC CO.

CONDITIONS AND RESTRICTIONS

April 2011

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 21 AND ANY OWNERS(S) OR SUCCESSORS(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNERS OR OWNERS THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHERWISE REMOVED OR RESEDED BY FORMAL ACTIONS BY THE CASPER CITY COUNCIL

1. The Casper City Council has approved the use of an outside patio serving area for the location of Retail Liquor License Number 21, which patio serving area shall be subject to the following conditions and restrictions:
 - a. Prior to allowing the serving of alcoholic beverages in the patio area, two approved exits and panic hardware shall be installed *and maintained in working order for the duration that the patio is in use*, at the exit doors or gates, which must be at least 36 feet apart.
 - ~~b. The patio area will be closed no later than 10:00 p.m. Rescinded July 2012~~
 - c. The patio area, when it is open to the public, shall be staffed at all times.
 - d. Because the patio area encompasses two existing exits from the building, the patio area will be illuminated at all times when the building is occupied, even though the patio area may be closed.
 - e. There will be no cooking or storage in the patio area.
 - f. The owners(s) will be responsible for monitoring and cleaning the parking lot located at the northeast corner of West 1st and North Ash Streets.
 - g. The owners(s) will be responsible for monitoring and cleaning the parking lot located immediately to the south side of the Lenhart, Mason & Associates, LLC office building, located at 135 North Ash Street.
 - h. The owners(s) shall post signs requesting their patrons to refrain from parking in nearby private lots, or risk the chance of being towed.
 - i. The approval of the use of this outside patio serving area can be revoked at any time, at Council's sole discretion

2. Rodger Hessler, or any corporation or other entity in which he may have or hold an interest shall not have any ownership or other legal interest in Retail Liquor License Number 21, or have any relationship as a partner, stockholder, manager, employee or otherwise with any license transferee except as provided in Paragraph 3 below.

3. The Parties acknowledge that Sandbar, Inc, owns the building and associated real property located at 100 North Ash, Casper, Wyoming, the current location of Retail Liquor License Number 21, and that Modern Electric Co. may be leasing, or otherwise selling this real property to a future transferee of Retail Liquor License Number 21. Nothing herein contained shall be construed to prevent Modern Electric Co., or Rodger Hessler, as the 100% stockholder thereof from leasing or otherwise selling said real property be contract for deed or by and through a note-mortgage transaction whereby Modern Electric Co. or Rodger Hessler would be the Mortgagee thereunder. PROVIDED HOWEVER, in no event shall the consideration for any such sale or other transfer of the premises, by lease or otherwise be based upon a percentage of the revenue derived from sale of alcoholic or malt beverages under Retail Liquor Licenses Number 21 by the new transferee thereof.
4. Any violation of these Conditions and Restrictions shall entitle the City Council, upon notice and hearing, to revoke Retail Liquor License Number 21.

Casper License & Permits
Modern Electric Co.
d.b.a Wyoming Bootlegger Liquors

★ PROPOSED RETAIL
LIQUOR LICENSE

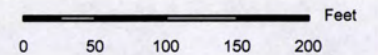
Map focus area (red box)



CITY OF CASPER
200 N DAVID ST
CASPER WY 82601



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NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

Date Filed With Clerk: 12 10 5 11p

Basic Fee:	Annual Fee	Prorated Fee
Add'l Dispensing Room Fee:	\$ <u>100.00</u>	\$ _____
Transfer Fee:	\$ _____	\$ _____
Total License Fee Collected	\$ _____	\$ _____
Publishing Fee Collected:	\$ _____	\$ _____

Publishing Direct Billed:

Advertising Dates (2 wks): Jan 18, 22, 24 & Feb 5

Hearing Date: 02 10 2017

LICENSE TERM: 01 01 2017
Month Day Year

Through: 03 31 2017
Month Day Year

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

Formerly Held by: _____

Applicant: MODERN ELECTRIC CO. YW

Trade Name (dba): WYOMING BOOTLEGGER LIQUOR

Premise Address: 240 WEST FIRST ST.
Number & Street

Casper WY 82601
City State Zip County

Mailing Address: PO Box 2107
Number & Street or P O Box

Casper WY 82602
City State Zip

Business Telephone Number: (307) 266-1711

Fax Number: (307) 266-2165

E-Mail Address: wilsonk@modern-electric.com

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

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

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: W.S. 12-4-102(a)(1)

688 SQ FT room in west side of building

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

MFG: _____

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

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

midwest blk 1 LOT 22-24 IM1 Commercial

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

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

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

(A) DATE lease expires _____ located on page _____ paragraph _____ of lease document.

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

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

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO
4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith: _____
5. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b) YES NO
If "YES", explain: _____
6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO
7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE:

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

RESORT LICENSE:

9. Does the resort complex:
- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv) YES NO

MICROBREWERY LICENSE:

10. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY WINERY
11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division) YES NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) YES NO

WINERY LICENSE:

12. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY WINERY

LIMITED RETAIL (CLUB) LICENSE:

13. **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)
- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

LIMITED RETAIL (CLUB) LICENSE:

14. **VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):
- (a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

LIMITED RETAIL (CLUB) LICENSE:

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

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division? YES NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License?
(THE PETITION MUST BE ATTACHED TO APPLICATION) YES NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? YES NO

LIMITED RETAIL (CLUB) LICENSE:

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

- (a) Do you have more than fifty (50) bona fide members? YES NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO

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

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

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

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

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

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

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No & Street City, State & Zip	Residence Phone Number	No of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Richard Vignaroli						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Dawn Clark						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Kristin Wilson						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)

COUNTY OF Natrona SS.

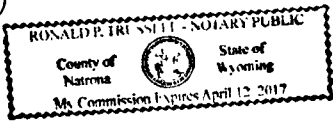
Before Me, Ronald P. Trussell, (specify)
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for
Natrona County, State of Wyoming, personally appeared

Richard Vignaroli, Kristin Wilson, Dawn Clark name he/she being first duly sworn
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)



1. [Signature]
2. [Signature]
3. [Signature]
4. _____

My Commission expires: 4-12-17

Witness my hand and official seal:

Ronald P. Trussell
(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: 12/1/16

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Include a drawing of the dispensing room W.S. 12-5-201 (a).
- Attach any lease agreements W.S. 12-4-103 (a) (iii).
- Include a copy of the CURRENT food service permit for Restaurant or Bar & Grill Liquor License applicants W.S. 12-4-407 (a) or 12-4-413 (a).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b)

ADVERTISING REQUIREMENTS W.S. 12-4-104(a):

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for two (2) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent		
Chief		
Acct :		

ORDINANCE NO.1-17

AN ORDINANCE APPROVING THE RAVEN CREST ADDITION SUBDIVISION AGREEMENT AND THE VACATION AND REPLAT CREATING RAVEN CREST ADDITION, COMPRISING 6.6-ACRES, MORE OR LESS.

WHEREAS, an application has been made for a vacation and replat of Lots 21, 22, 23, 24 & 25, Sunrise Hills No. 3; a portion of Tract C, Sunrise Hills No. 12; Lots 3 & 4, Block 5, Lots 1 & 2, Block 6, and Kinship Drive, Harmony Hills Addition No. 2 – Phase 1, to create the Raven Crest Addition; 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, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the request to vacate and replat the above referenced property; and,

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

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Raven Crest Addition Subdivision Agreement.

SECTION 2:

That the vacation and replat creating the Raven Crest Addition is hereby approved under terms and conditions of the Raven Crest Addition Subdivision Agreement.

SECTION 3:

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

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

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

ORDINANCE NO. 2-17

AN ORDINANCE APPROVING AN ANNEXATION, VACATION, REPLAT, AND SUBDIVISION AGREEMENT FOR THE PROPOSED WOLF CREEK NINE ADDITION, IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to annex a 1.467-acre parcel, and to vacate and replat Tract B in Wolf Creek Eight Addition, Lot 2 in Mountain Plaza No. 5, Lot 10 in Mountain Plaza No. 6 and a portion of Talon Drive in Mountain Plaza No. 6; to create the Wolf Creek Nine Addition, City of Casper, Wyoming; and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property, and submitted said petition to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

WHEREAS, an annexation report shall be completed in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City Council approved replats and zone changes of the subject property in 2014, via Ordinance numbers 17-14 and 18-14; and,

WHEREAS, following approval of Ordinance numbers 17-14 and 18-14, the Owner failed to execute and record the plat within the one (1) year limitation set forth in Section 16.24.060(F) of the Casper Municipal Code, and the plats became void; and,

WHEREAS, Ordinance numbers 17-14 and 18-14 were rescinded with the approval of Wolf Creek Eight Addition by Ordinance number 9-16; and,

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

WHEREAS, the annexation, vacation, and replat creating the Wolf Creek Nine Addition requires approval, by ordinance, following a public hearing; and,

WHEREAS, after a public hearing on December 15, 2016, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the Wolf Creek Nine Addition; and,

WHEREAS, the governing body of the City of Casper finds that the above described annexation, 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:

The annexation of a 1.467-acre parcel to create the Wolf Creek Nine Addition to the City of Casper is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

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, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the 17th day of January, 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:

Walter Troutman


ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

January 11, 2017

MEMO TO: V. H. McDonald, City Manager 

FROM: Andrew Beamer, Public Services Director 
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Contract with Electronic Recyclers International, Inc.
Casper Electronics Recycling Program, Project No. 17-012.

Recommendation:

That Council, by resolution, authorize a professional services agreement with Electronic Recyclers International, Inc., in the annual amount of \$57,400, not to exceed \$287,000 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

PROPOSER	COSTS	Location of Recycling Facility
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.	Stockton, CA
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.	Aurora, CO

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 federal 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. Electronics Recyclers International, Inc. (ERI) 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 marketing. The City collects approximately 164,000 pounds of electronics waste per year.

Funding for this project will be from the Balefill operations budget.

The Contract for Professional Services and resolution are prepared for Council's consideration.

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 1st 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 Fifty-Seven Thousand Four Hundred Dollars (\$57,400) 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 Hunt

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: Ken Diller

Title: _____

Title: COO



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) 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. 17-9

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 E-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 Fifty-Seven Thousand Four Hundred Dollars (\$57,400) during the Initial Term, and any subsequent, annual term.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:

(Electronic Recyclers International, Inc., Casper E-waste Recycling Program – 17-012)




CITY OF CASPER, WYOMING
ATTEST:


A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

January 30, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of a PUD (Planned Unit Development) site plan for Cobblestone Family Apartments, on Lot 1, Cobblestone Addition, located north of CY Avenue and west of Paradise Drive

Recommendation:

That Council, by resolution, approve the PUD (Planned Unit Development) site plan, with conditions, for the construction of Cobblestone Family Apartments on Lot 1, Cobblestone Addition.

Summary:

Cobblestone 2006 Limited Partnership has applied for PUD site plan approval for the construction of a fifty-two (52) unit apartment complex, located on Lot 1, Cobblestone Addition, generally north of CY Avenue and west of Paradise Drive. A site plan was approved in 2007 for this site, for a total of forty-eight (48) apartment units; however, the project was never constructed, and the site plan expired after three (3) years. A site plan was again approved in 2013 for a total of fifty-two (52) apartments units, yet the project was never constructed and the site plan expired after three (3) years.

The subject property is zoned PUD, and is surrounded by property zoned PH (Park Historic) to the south; properties zoned R-2 (One Unit Residential) to the north and west; and property zoned C-2 (General Business) to the east. The subject property is approximately 3-acres in size. The site plan shows five (5) apartment buildings and one (1) community building. Four (4) of the apartment buildings will be two (2) stories in height, and one is proposed to be three (3) stories. The site plan shows a total of thirty-four (34) percent of the site as landscaping/open-space, including an asphalt basketball court and a playground, which exceeds the City's minimum open-space requirement of twenty (20) percent. The site plan is being proposed with a density of 17.5 dwelling units per acre. Pursuant to Section 17.52.040 of the Casper Municipal Code, the maximum allowable density for this PUD is twenty-four (24) units per acre. The maximum building height allowed in a PUD is forty (40) feet, and the only 3-story building that is being proposed is approximately thirty-six (36) feet measured at the peak, or twenty-six (26) feet and six (6) inches measured from the eave. This project is required to provide a minimum of sixty-three (63) parking spaces. The site plan shows a total of eighty-one (81) parking spaces provided, including five (5) handicap accessible spaces.

It is generally preferable to have at least two (2) points of access for most developments; however, the site plan is being proposed with a single point of access, located at the northeast end of the site, because that location is the only street frontage available to the development. The access driveway through the apartment development is proposed to be a one-way driveway, with a width of twenty (20) feet. The Fire Department has reviewed the site plan, and finds that it meets their access requirements; however, they have requested four (4) fire hydrants throughout the site. In the hydrant locations, they have requested a minimum of twenty-six (26) feet of aisle width to accommodate their fire vehicles.

A stormwater detention area has been provided in the northwest corner of the site; however, in that there is no available downstream outlet for the stormwater, a pump will be required to carry the water off-site, most likely to either Paradise Drive, or to an existing storm sewer in Jasmine Street. A traffic study was completed for the project. The study recommended that a center turn lane be installed on Paradise Drive for left-turning vehicles travelling north-bound. The Planning & Zoning Commission has included a recommended condition of approval that requires the developer, at its cost, to create the center turn lane. The paving width appears to be adequate, so the creation of a turn lane will most likely involve a simple re-striping of the asphalt in that location.

The Planning & Zoning Commission has included a recommended condition of approval that the applicant provides a landscaped island every fifteen (15) spaces pursuant to Appendix B of Title 17 of the Casper Municipal Code.

One public comment regarding the traffic study was received at the Planning and Zoning Commission public hearing. A resolution has been prepared for Council's consideration.

COBBLESTONE FAMILY APARTMENTS
SITE PLAN AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming, 82601, hereinafter designated as "City," and Cobblestone 2006 Limited Partnership, a Wyoming Limited Partnership, 4110 Eaton Avenue, Suite A, Caldwell, Idaho 83607, hereinafter designated as "Owner."

WHEREAS, Owner has applied for PUD (Planned Unit Development) site plan approval for the construction of a fifty-two (52) unit apartment complex, consisting of four (4) two-story apartment buildings, one (1) three-story apartment building, and a one-story community building, located on Lot 1, Cobblestone Addition; and,

WHEREAS, pursuant to Section 17.12.150 of the Casper Municipal Code, the Owner is required to submit a site plan prior to the construction of said apartment complex, which requires the approval of the Planning and Zoning Commission and the City Council; and,

WHEREAS, a copy of the site plan, "Cobblestone Family Apartments," is attached hereto as Exhibit "A," and is incorporated herein at this point as if fully set forth.

NOW, THEREFORE, the parties hereto agree as follows:

I. EXPLICIT CONDITIONS:

1. Any exterior lighting shall be designed to reduce off-site glare and light pollution. All exterior fixtures shall be full cutoff, and directed downward. Pursuant to the Casper Municipal Code, no light pole may be taller than thirty (30) feet in height.
2. Water and sewer easements shall be provided, in a form acceptable to the City prior to the issuance of a Certificate of Occupancy for any of the structures.
3. Prior to the issuance of a Certificate of Occupancy for any of the structures, the site shall comply with all Fire Department minimum requirements including, but not limited to, the provision of four (4) fire hydrants in approved locations on the site and twenty-six (26) foot wide aisles adjacent to said hydrants. Twenty-six (26) foot wide aisles shall be required throughout the entire site if building height is greater than thirty (30) feet measured at the eve of a pitched roof.
4. Owner, at its cost, shall create a northbound center turn lane on Paradise Drive, to City specifications, per the recommendation of the traffic study.

5. Owner, at its cost, shall construct a detached, standard City sidewalk along Paradise Drive, as shown on the site plan. In addition, the applicant shall install deciduous shade street trees in the right of way, between the sidewalk and the street, at a maximum spacing interval of forty (40) feet on center, pursuant to Appendix B, of Title 17 of the Casper Municipal Code. Said trees shall be irrigated, and shall be maintained in perpetuity.

II. OBLIGATIONS OF THE OWNER:

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

- A. The Owner shall landscape the property in keeping with the site plan, and shall comply with the following landscaping requirements:
 1. Landscape and beautify the areas identified on the landscaping plan.
 2. Plant material used for landscaping shall meet the criteria and specifications set forth in that certain manual entitled "Building Casper's Urban Forest."
 3. All planted areas on the property shall be maintained to the degree that they will not create a fire hazard or become unsightly to the development.
 4. Upon demand of the Council, the Owner shall replace and replant any required on-site plant material that dies, or is not in conformity with the approved landscaping plan. The landscaping requirements shall not be applied to the owner of vacant property until such time as an active commercial or residential use is established on that property.
 5. Said on-site landscaping shall be completed before a Certificate of Occupancy will be issued. If said landscaping is delayed due to construction of on or off-site improvements, the Owner may request, in writing, an extension not exceeding six (6) months. If the request demonstrates that, as a result of conditions beyond the control of the Owner, the landscaping cannot be completed, the Community Development Director is authorized to grant the Owner's request for an extension, which shall not exceed six (6) months. Once an extension is granted, the building official may issue a Certificate of Occupancy for the structure.
 6. In the case of an extension granted by the Community Development Director for the installation of landscaping, the

Owner is required to post, with the City, a performance security in the form of a bond, cash, letter of credit, or other form acceptable to the City, and otherwise comply with the "Performance Security" section of Title 17, Appendix B of the Casper Municipal Code. The posted amount shall be in an amount of no less than one-hundred twenty five percent (125%) of an itemized estimate prepared by a landscape architect or professional landscaping contractor, for all landscaping material and installation costs necessary to comply with the approved landscaping plan. The Community Development Director shall have the discretion to determine if the amount of the itemized estimate is reasonable, and may request subsequent written estimates to verify the accuracy and validity of the original estimate.

- B. The Owner shall comply with Section 12.20 of the Casper Municipal Code regarding erosion and sediment control. The Owner is required to post cash, an irrevocable letter of credit, performance bond, or other approved surety in the amount of ten cents (\$0.10) per square foot of area disturbed, with a minimum amount of Five Thousand Dollars (\$5,000.00). The amount of the surety will be based on the actual area of land disturbed and will be determined when the Owner submits either an Erosion Control Plan or a building permit for the development. It shall be the obligation of the Owner to keep any bond or letter of credit in full force and effect for the entire duration of the project. As provided herein, the Owner shall furnish proof of the same upon demand of the City.
- C. If the Owner fails to implement the Erosion Control Program, as proposed and approved by the City Engineer, the Owner, by this Agreement, hereby authorizes the City to use said bond for implementation and completion of the approved Erosion Control Program. In the event the City incurs costs in completing said program over and above the amount of the bond, cash deposit, or letter of credit, Owner agrees to pay City said costs upon demand by the City. The City shall release the security one year following the date of final completion of implementation of best management practices on the construction site, or as determined by the City Manager or his designee.
- D. All signs on said site must be approved by the Community Development Director or her designee prior to installation.
- E. All street, alley, and parking surfaces shall be covered with concrete or asphalt concrete pavement materials in accordance with Chapter 16.16 of the Casper Municipal Code. The minimum pavement section for parking and alley surfaces shall be two inch (2") asphaltic concrete surface over two inches (2") asphaltic concrete binder course over six inches (6") of

grading W base course. The minimum pavement section for street sections, in accordance with the collector street classification in Chapter 16.16 of the Casper Municipal Code, shall be three inch (3") asphaltic concrete surface over three inches (3") of asphaltic binder course over eight inches (8") of grading "W" base. Alternative pavement designs may be substituted upon approval of the City Engineer. All designs shall be in accordance with Chapter 16.16 of the Casper Municipal Code.

- F. Any and all storm drainage sewer lines, trunk lines, lateral catch basins, manholes, and detention areas shall be designed and installed in accordance with the Drainage Plan prepared by the Owner, and approved by the Community Development Director and City Engineer.
- G. Owner shall construct all trash enclosures according to City requirements as shown in the City Engineering Department handouts titled "Minimum Standards for Commercial Sanitation Container Facility" dated March 2002, or "Minimum Standards for Double Bin Commercial Sanitation Facilities." Alternately, upon approval by the City Sanitation Department, other designs may be accepted.
- H. All public improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including curbs, gutter, sidewalks, paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- I. The Owner shall maintain, repair, and replace, if necessary, the water and sewer system improvements for a period of eighteen (18) months from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing and thereafter maintain said water and sewer mains and appurtenances dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, City may, at its option, 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.
- J. Curb boxes shall be left at the water main easement lines in front of each building and the Owner shall protect, during the subsequent course of developing the Development, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the City'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 and/or landscaping work is completed in the Development.

- K. The Owner shall construct the necessary water mains up to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Water main sizes shall be as determined by the City.
- L. The Owner, at its cost, shall install water service lines in accordance with City specifications to the easement lines so as to serve each building site in the Development.
- M. The Owner shall construct the necessary sewer mains to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Sewer main sizes shall be as determined by the City.
- N. The Owner, at its own cost, shall install sewer service lines, in accordance with City specifications, to each building site in the Development.
- O. The Owner shall protect manhole covers and rings from damage in the course of constructing the sewer main, and shall be solely responsible for repair or replacement to the City'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 Development by the Owner, and said obligation shall continue until the sewer line and the system within the Development is accepted by the City's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said Development.
- P. 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.

- Q. All necessary water and sewer easements, in forms acceptable to the City, up to and through the Development 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 mains, sewer mains, fire hydrants, water service lines, and other appurtenances. Appropriate easements or utility rights-of-way shall be provided on all private streets within the subdivision for the water and sewer mains, fire hydrants, water service lines, and other appurtenances.
- R. Easements for all off-site utilities must be provided prior to application for a permit to construct being made to City.
- S. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; and all other state and federal laws, rules, and regulations including, but not limited to, all provision of the Federal Pretreatment Regulations (40CFR, Part 403) and all City ordinances relating to industrial pretreatment.
- T. At such time as said water and/or sewer mains are installed by the Owner and the work accepted by the City, the City shall reimburse the Owner twice the difference in material cost between an 8-inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to Chapter 16.19 of the Casper Municipal Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable materials cost 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 City.
- U. In addition to and separate from the surety required for erosion control, the Owner shall provide financial surety for construction of improvements to be owned by the City (water and sewer system improvements) and for the warranty period in accordance with one of the alternatives provided for in Chapter 16.28.070 of the Casper Municipal Code.
- V. The Owner shall provide financial security as provided herein in order to assure that the required water distribution systems, and sewerage collection systems and any other required public improvements, as outlined in the Site Plan Agreement, are constructed in compliance with the City's specifications. The financial security for the construction of any such improvements shall be in the amount of one hundred percent (100%) of the total cost of construction thereof. This financial security shall be secured and delivered to the City prior to issuance of a permit to construct by the City.

- W. A project may be constructed without financial security as otherwise required herein provided that the Owner/subdivider submits to the City a bonded Agreement between the Owner and its contractor bonded by a Wyoming-licensed bonding company to complete the work covered by a permit to construct as outlined in the Subdivision Agreement. No permits will be issued for construction of buildings or foundations in the development until the improvements have been completed, a letter of completion has been issued, and the warranty period has begun pursuant to Section 16.28.050 of this chapter.
- X. In the event the Owner elects to construct a project without a bonded Agreement between them as set forth above, the owner/subdivider shall provide a written affidavit to the City stating that no sales of real property within the subdivision will be closed until after a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050 of this chapter. No permits will be issued for construction of foundations of residences or buildings in the development by the City until a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050. If, prior to the issuance of a letter of completion and the commencement of the warranty period, should the Owner desire to sell lots and have building or foundation permits issued within the project, the Owner shall provide: (1) financial security in a form as required in subsection B of this section in an amount as calculated pursuant to subsection (C) of this section that will cover the estimated cost of the remaining public improvements to be constructed for all or a phase of the subdivision as approved by the City; or (2) a bonded Agreement between the Owner and the Contractor as set forth in subsection (A)(2) of this section shall be provided to the City.
- Y. The Owner shall provide financial security to the City of Casper during the warranty period for the above-described public improvements. The financial surety shall be available to the City for the repair, maintenance, and replacement of such improvements that fail within the warranty period. The financial security during the warranty period shall be in the amount of twenty percent (20%) of the total construction costs of such improvements. This financial security for the warranty period of eighteen (18) months from the date stated in the letter of completion issued by the City shall be acquired and delivered to the City prior to issuance of any building permits in the subdivision by the City.
- Z. Forms of Financial Security.
1. Financial security may be provided in one of the following forms:

- a. An escrow agreement providing for the pledging of the Owner's line of credit or other assets in an amount and form approved by the City;
 - b. Cash;
 - c. Surety bonds on forms provided by the City;
 - d. Unconditional letter of credit subject to the laws and courts of the State of Wyoming in a form approved by the City.
- AA. The Owner's engineering consultant shall provide actual construction costs to the City for the purposes of determining the amount of the financial security for the construction phase and warranty period of the improvements. Should actual construction costs not be available to acquire the necessary financial security in a timely manner, the Owner may rely on estimated construction costs as approved of by the City Engineer. All cost estimates shall be supported by documents of the proposed improvements. Construction costs shall cover and include water and sewer lines, as outlined in the Development's drawings and specifications.
- BB. The financial security will be released when that portion of the work or period to which it relates has been completed. All requests for release or reduction of a financial security shall be provided in writing to the City Engineer's office, 200 North David Street, Casper, Wyoming 82601. The City Engineer's office will review the request for release and provide a written response back to the Owner/developer within ten (10) calendar days.

III. OBLIGATIONS OF THE CITY:

The City shall issue a building permit pursuant to Title 15 of the Casper Municipal Code, under the terms of this Agreement and upon performance by the Owner of the conditions set forth above. All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code.

IV. REMEDIES:

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

- A. Refuse to issue a building permit or certificate of occupancy to the Owner, its successors, or assigns in interest.
- B. After written notice to Owner of those items which have not been completed or properly completed, and upon failure to cure the same by

Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this contract, 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 third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

- C. The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, the property lease agreement, or which the City may otherwise have at law or in equity, and are not a limitation on the same. The Owner further agrees to pay all the City's reasonable attorney's 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. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

V. MISCELLANEOUS AGREEMENTS:

- A. Authority: All individuals executing this Agreement on behalf of their principals hereby state and certify that they have full authority to bind and obligate their principals to each and every term and provision of this Agreement.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.
- C. 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.
- D. Governing Law and Venue: Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- E. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

APPROVED AS TO FORM:

Walter Thompson

ATTEST:

CITY OF CASPER, WYOMING

By: _____

Kenyne Humphrey
Mayor

Printed Name: _____

Title: _____

WITNESS:

OWNER
Cobblestone 2006 Limited Partnership, a
Wyoming Limited Partnership

By: Corey Checketts

By: C. Fred Cornforth

Printed Name: Corey Checketts

Printed Name: C. Fred Cornforth

Title: Senior Development Officer

Title: Manager

ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Kenyne Humphrey, as Mayor of the City of Casper, Wyoming, this _____ day of _____, 2017.

WITNESS my hand and official seal.

Notary Public

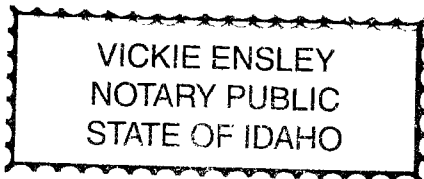
My Commission Expires:

ACKNOWLEDGEMENT

~~STATE OF WYOMING~~)
^{IDAHO})ss.
~~COUNTY OF NATRONA~~)
^{ADA}

The foregoing instrument was acknowledged before me by C. Fred Cornforth, as Manager for Cobblestone 2006 Limited Partnership, a Wyoming Limited Partnership, this 5th day of January, 2017.

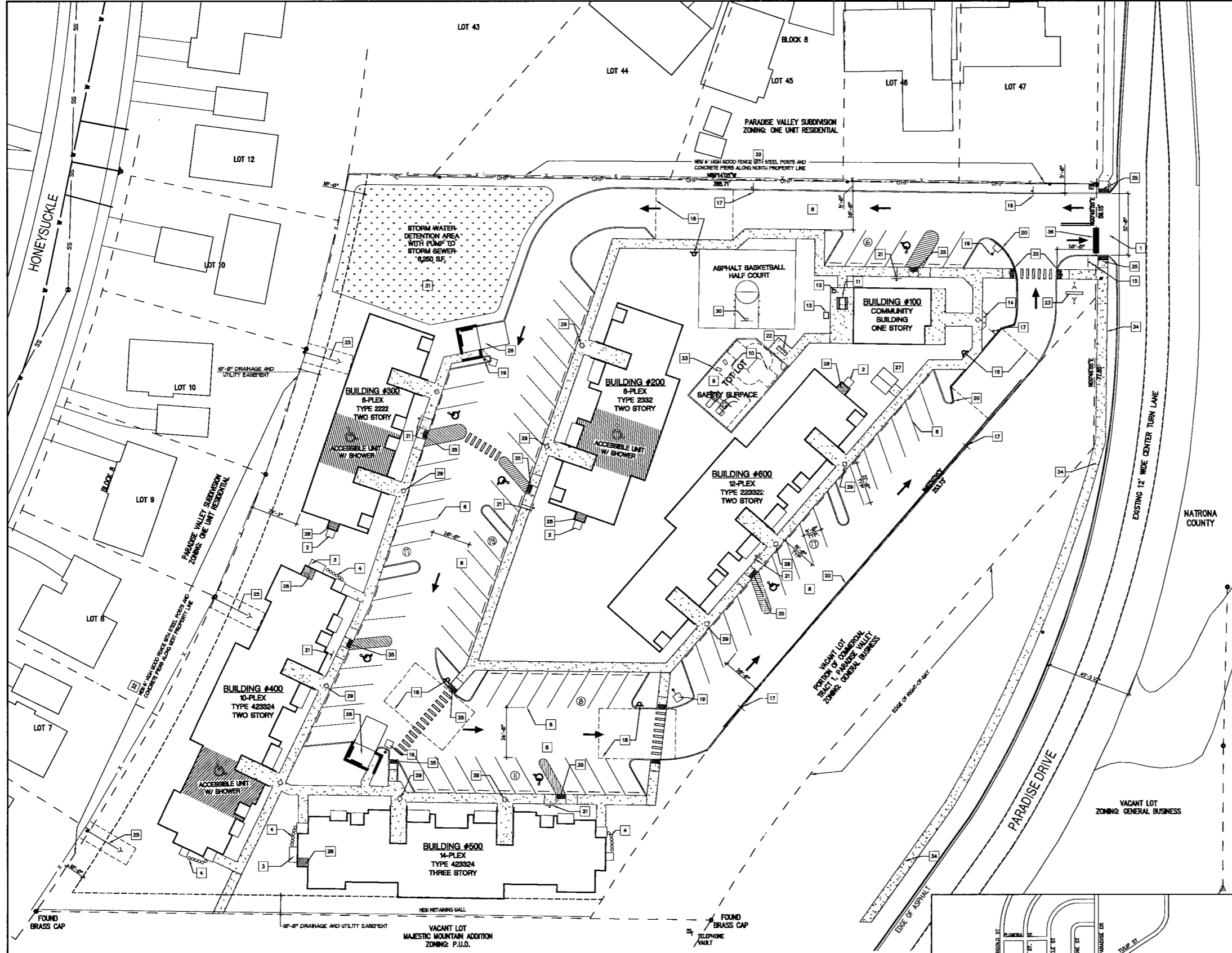
WITNESS my hand and official seal.



Vickie Ensley
Notary Public

My Commission Expires:

9/24/20



- ### KEYNOTES
- 1 NEW CONCRETE APPROACH. SEE CIVIL.
 - 2 4'-0" LONG x 4'-0" DEEP x 4" THICK CONCRETE SLAB W/ THICKENED EDGE PER 8/205.
 - 3 8'-0" LONG x 4'-0" DEEP x 4" THICK CONCRETE SLAB W/ THICKENED EDGE PER 8/205.
 - 4 18" DIA. PRE CAST CONG. WALKING PADS. TYPICAL.
 - 5 PLANTER BED. SEE LANDSCAPING.
 - 6 4" WIDE PARKING STRIPING @ 9'-0" O.C. TYPICAL.
 - 7 PAINTED CROSSWALK. 5'-0" LONG x 12" WIDE STRIPS @ 30" O.C.
 - 8 ASPHALT PAVING. SEE CIVIL.
 - 9 WOOD CHIP PLAYGROUND SURFACE MATERIAL MIN. 8" DEEP.
 - 10 PLAYGROUND EQUIPMENT. SEE SPECIFICATIONS.
 - 11 PICNIC TABLE.
 - 12 TRASH RECEPTACLE.
 - 13 PEDESTAL GRILL.
 - 14 (2) FLAGPOLES. SEE A/208.
 - 15 SIGN: "STOP"
 - 16 SIGN: "ALL ROADS ARE FIRE LANES"
 - 17 SIGN: "NO PARKING FIRE LANE"
 - 18 FIRE HYDRANT. SEE CIVIL.
 - 19 CONG. LIGHT POLE BASE. SEE ELECTRICAL.
 - 20 FIRE LANE STRIPING: PAINT TOP & FACE OF CONG. CURB RED FOR EXTENTS INDICATED BY DASHED LINE.
 - 21 ACCESSIBLE PARKING STALL SIGN. SEE DETAIL A/207.
 - 22 PARK BENCH. SURFACE MOUNTED. (1) PROJECT TOTAL.
 - 23 STONE MONUMENT SIGN WITH GROUND MOUNTED LIGHTING. SEE A/209.
 - 24 DRAINAGE SWALE. SEE CIVIL.
 - 25 EXISTING POWER LINE GUY WIRES.
 - 26 CMU TRASH ENCLOSURE W/ 12' x 15' CONCRETE APPROACH PAD.
 - 27 10'x10' WOOD STORAGE SHED WITH 8" WIDE x 7" HIGH OVERHEAD DOOR. SITE CONSTRUCTED W/ PITCHED ROOF, SIDING, & TRIM. TO MATCH BUILDINGS ON 4" CONG. SLAB W/ THICKENED EDGES OVER 8" COMPACTED GRAVEL.
 - 28 FIRE SPRINKLER RISER ROOM.
 - 29 PROJECT LOGO STAMPED IN CONCRETE SIDEWALK. TYPICAL OF (1) AT EACH BUILDING & (1) AT COMMUNITY BUILDING.
 - 30 BASKETBALL POLE, BACKBOARD, HOOP AND NET. SEE SPECS.
 - 31 DETENTION POND LANDSCAPED AREA. SEE CIVIL.
 - 32 6" DOG EARED CEDAR FENCE ON NORTH AND WEST SIDE OF PROPERTY.
 - 33 3' HIGH CHAIN LINK FENCE AROUND PLAY AREA.
 - 34 NEW 5' CONCRETE SIDEWALK.
 - 35 NEW ACCESSIBLE CURB RAMP.
 - 36 NEW STOP BAR AND DOUBLE YELLOW LINES PER CITY OF CASPER STANDARDS.

- ### LEGEND
- NUMBER CORRESPONDS TO CITY OF CASPER SITE PLAN CHECKLIST
- CONCRETE CURB & GUTTER. SEE CIVIL.
 - 4" THICK CONCRETE FLATWORK W/ THICKENED EDGE PER A/205. PROVIDE CONTROL JOINTS @ MAX. 10'-0" O.C. OR MAX. 100 SF.
 - 4" THICK CONCRETE SIDEWALK W/ THICKENED EDGE PER 8/205. PROVIDE CONTROL JOINTS @ MAX. 5'-0" O.C.
 - WOOD CHIP PLAYGROUND SURFACE MATERIAL.

SITE RECAP

TOTAL AREA	129,808.80 S.F.	2.95 ACRES
NUMBER OF BUILDINGS	6	
NUMBER OF UNITS	52	
DENSITY	17.5 UNITS/ACRE	
PARKING SPACES REQUIRED 52x1.5/unit	78 TOTAL	
ACCESSIBLE SPACES REQUIRED	5	
PARKING SPACES PROVIDED	78 TOTAL	
STANDARD	.75	
ACCESSIBLE	.8	
BUILDING COVERAGE	42,128 S.F.	34% OF SITE
LANDSCAPE AREA	43,684 S.F.	34% OF SITE
PAVING/CONCRETE	39,401 S.F.	32% OF SITE
BUILDING HEIGHTS TO PEAK OF ROOF		
ONE STORY	18'-8"	
TWO STORY	27'-5"	
THREE STORY	36'-4"	

UNIT MIX

(4) 4 BEDROOM T.H.	1,367 S.F.	5,468 S.F.
(14) 3 BEDROOM FLAT	1,052 S.F.	14,728 S.F.
(34) 2 BEDROOM FLAT	886 S.F.	30,124 S.F.
52 TOTAL UNITS	1,052 S.F.	50,320 S.F.
COMMUNITY BLDG	937 S.F.	937 S.F.
STORAGE BLDG	100 S.F.	100 S.F.
TOTAL		51,357 S.F.

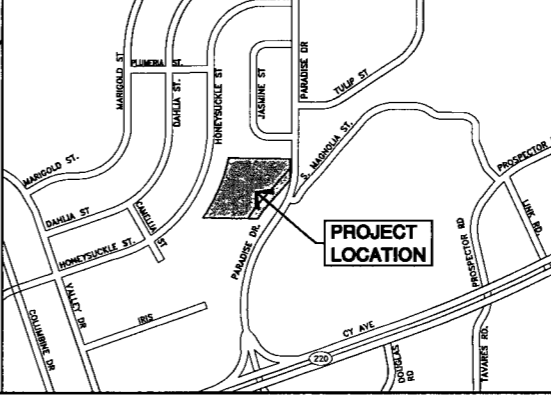
LEGAL DESCRIPTION

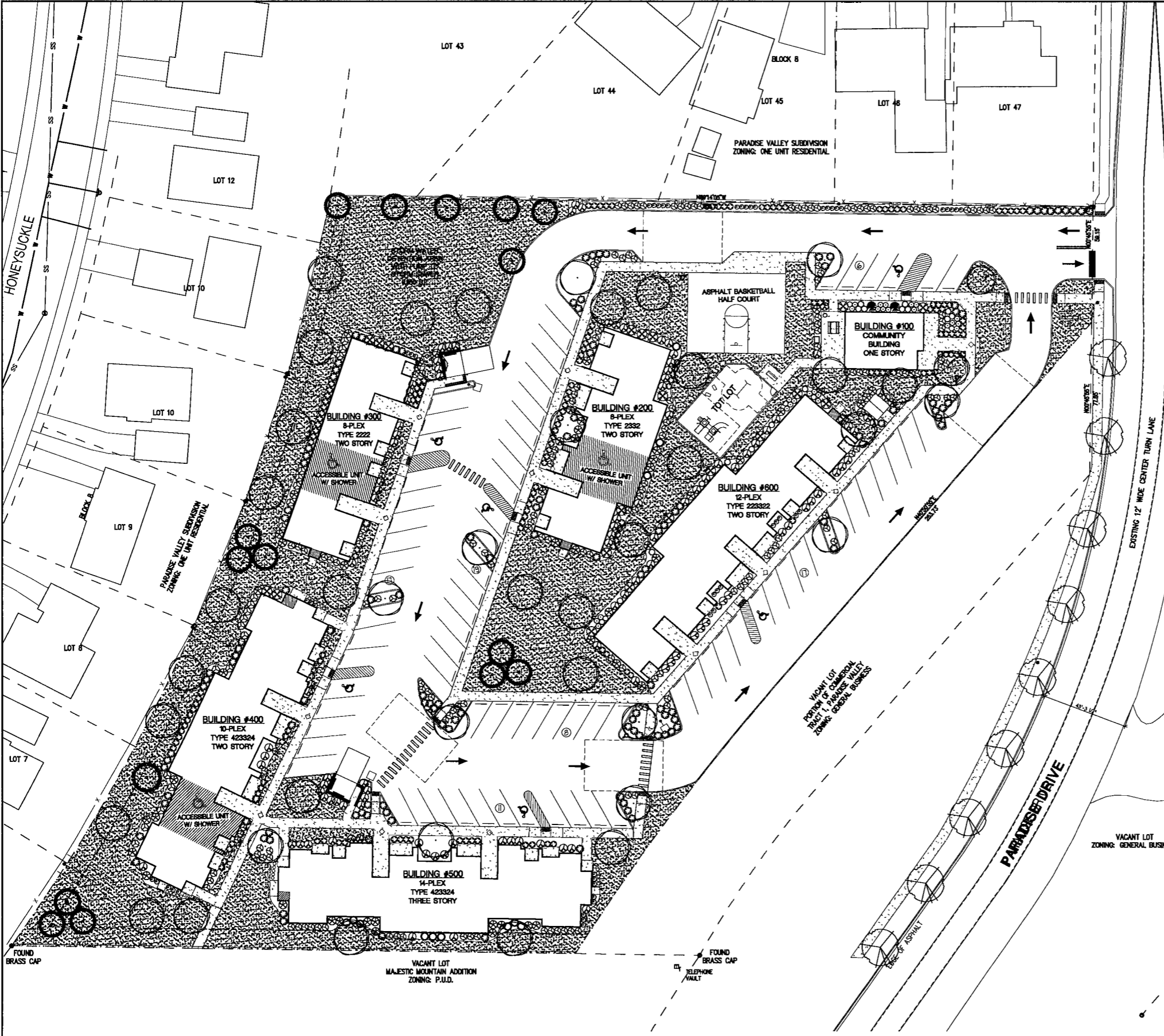
LOT 1, COBBLESTONE ADDITION
ZONING: PLANNED UNIT DEVELOPMENT

- ### GENERAL NOTES
1. SEE LANDSCAPE PLAN FOR GROUND SURFACING.
 2. SEE CIVIL GRADING PLAN FOR CONTOURS.
 3. SEE DRAINAGE STUDY PREPARED BY CEPI FOR SURFACE DRAINAGE REQUIREMENTS.
 4. SEE GEOTECHNICAL REPORT PREPARED BY TERRACON FOR PAVING DESIGN.
 5. SEE TRAFFIC STUDY BY JACOBS ENGINEERING FOR TRAFFIC GENERATION ANALYSIS.

HUTCHISON SMITH ARCHITECTS
 270 North 27th St. Bozeman, Idaho 83702
 (208) 338-1212
 PROJECT: RL_100
 FILE: 0916LAD
 DATE: 5/21/2018
 DRAWN: RLH
 REVISIONS:
 1 12-8-18
 SITE PLAN REVIEW
COBBLESTONE LIMITED PARTNERSHIP
COBBLESTONE FAMILY APARTMENTS
 PARADISE DRIVE
ARCHITECTURAL SITE PLAN
 SHEET NO.
A1.0

EXHIBIT
A
 1 of 3





HSA HUTCHISON SMITH ARCHITECTS
 270 North 27th St. Suite 1000 Madison WI 53702 (608) 334-1212
 PROJECT: 18_160
 FILE: 18ML10
 DATE: 5/21/2018
 DRAWN: RLH
 REVISIONS:
 1 12-6-18 SITE PLAN REVIEW

PROJECT: 18_160
 FILE: 18ML10
 DATE: 5/21/2018
 DRAWN: RLH
 REVISIONS:
 1 12-6-18 SITE PLAN REVIEW

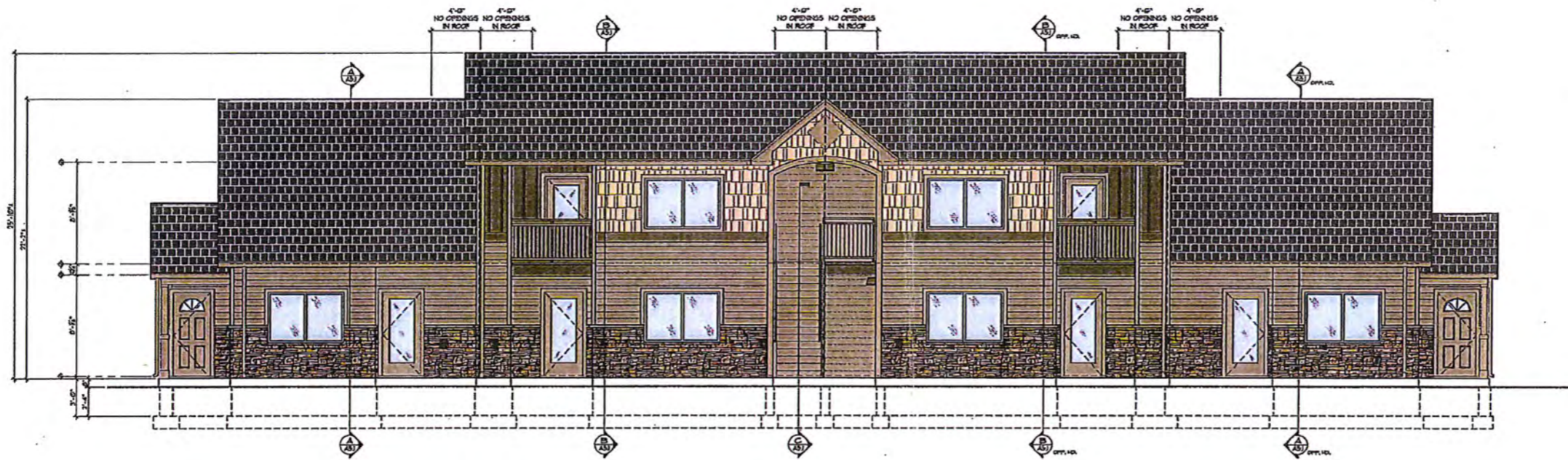
COBBLESTONE LIMITED PARTNERSHIP
 COBBLESTONE FAMILY APARTMENTS
 PARADISE DRIVE
 MADISON, WI
 LANDSCAPE PLAN

SHEET NO.
L1.0

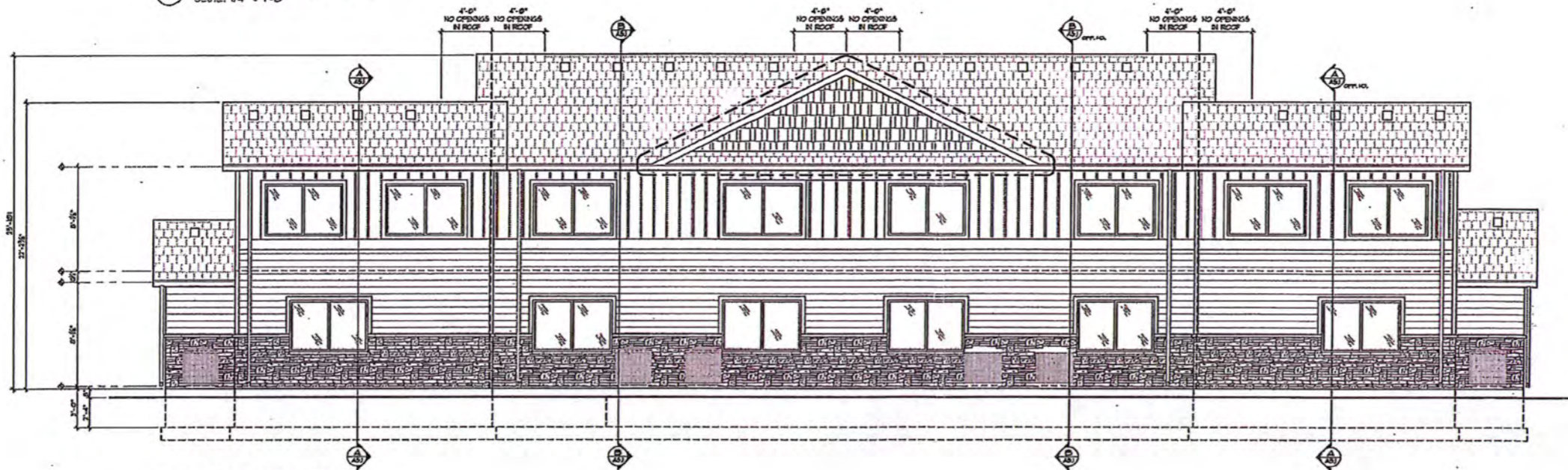
PLANT SCHEDULE - TREES (shown at 86% of full size)				PLANT SCHEDULE - SHRUBS (shown at full size)			
SYMBOL	COMMON NAME / BOTANICAL NAME	PLANTED SIZE	NATURE	SYMBOL	COMMON NAME / BOTANICAL NAME	PLANTED SIZE	NATURE
(Symbol)	Skyline Honey Locust Gleditsia triacanthos inermis 'Skyrock'	2.5' CAL	20'X25'H	(Symbol)	Purple Wintercreeper Euonymus fortunei coloratus	2' GAL	3'X4'H
(Symbol)	Palmetto Ash Fraxinus pennsylvanica 'Palmetto'	2.5' CAL	20'X25'H	(Symbol)	Dwarf Hugo Pine Pinus mugo 'nana'	2' GAL	3'X4'H
(Symbol)	Redmond Linden Tilia Americana	2.5' CAL	20'X25'H	(Symbol)	Miss Kim Lilac Syringa patula Miss Kim	2' GAL	3'X4'H
(Symbol)	Hoopla Blue Spruce Picea pungens glauca 'Hoopla'	5.7' HGT	20'X25'H	(Symbol)	Dwarf 'Hopi' Cypress Chamaecyparis obtusa 'nana'	5' GAL	3'X4'H
(Symbol)	Spring Snow Crabapple Malus 'Spring Snow'	2.5' CAL	20'X25'H	(Symbol)	Compact Dragon Grape Mahonia aquifolium 'compacta'	2' GAL	3'X4'H
(Symbol)	Canada Red Chokecherry Prunus virginiana Canada Red	2.5' CAL	20'X25'H	(Symbol)	Dwarf Burning Bush Euonymus alatus 'compacta'	5' GAL	4'X4'H
(Symbol)	Douglas Hawthorne Crataegus Douglasii	2.5' CAL	15'X20'H	(Symbol)	Red Carpet Rose Rosa x 'Noire'	2' GAL	4'X4'H
(Symbol)				(Symbol)	Ivory Halo Dogwood Cornus alba 'halo'	5' GAL	3'X4'H
(Symbol)				(Symbol)	Dwarf Blue Arct Willow Salix purpurea 'nana'	5' GAL	4'X4'H
(Symbol)				(Symbol)	Skyrocket Juniper Juniperus virginiana 'Skyrocket'	5' GAL	3'X4'H
(Symbol)				(Symbol)	Potentilla Potentilla fruticosa 'Gold Drop'	5' GAL	3'X4'H
PLANT SCHEDULE - GROUND COVER MATERIALS				PLANT SCHEDULE - GROUND COVER MATERIALS			
(Symbol)				(Symbol)	Sodded Lawn		
(Symbol)				(Symbol)	Turf Type Tall Fescue	See Notes	

LANDSCAPE PLAN
 SCALE: 1" = 20'-0"

EXHIBIT
 A
 2 of 3



1 FRONT ELEVATION
Scale: 1/4" = 1'-0"



2 REAR ELEVATION
Scale: 1/4" = 1'-0"

COBBLESTONE FAMILY APARTMENTS
CASPER, WYOMING COLOR CONCEPT

NOV 10 2016

EXHIBIT
A
3 of 3

RESOLUTION NO. 17-10

A RESOLUTION APPROVING A SITE PLAN FOR THE CONSTRUCTION OF COBBLESTONE FAMILY APARTMENTS, ON LOT 1, COBBLESTONE ADDITION, LOCATED GENERALLY NORTH OF CY AVENUE AND WEST OF PARADISE DRIVE.

WHEREAS, application has been made for Planned Unit Development (PUD) site plan approval for the construction of a fifty-two (52) unit apartment complex on Lot 1, Cobblestone Addition, located generally north of CY Avenue and west of Paradise Drive; and,

WHEREAS, the proposed apartment development is located on land zoned PUD (Planned Unit Development), and therefore, requires the approval of both the Planning and Zoning Commission and the City Council; and,

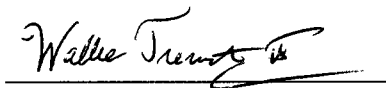
WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing held on December 15, 2016, a motion recommending that the City Council approve said site plan, with conditions; and,

WHEREAS, the governing body of the City of Casper finds that the site plan for the construction of Cobblestone Family Apartments on Lot 1, Cobblestone Addition, should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the site plan for the construction of Cobblestone Family Apartments.

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

January 31, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Assistant City Manager 

SUBJECT: Contract for Professional Services with Trihydro Corporation for conducting Phase I and Phase II Environmental Site Assessments (ESA's) in the Old Yellowstone District (OYD) as awarded in the U.S. EPA Brownfields Assessment Grant

Recommendation:

That Council, by resolution, authorize a contract for professional services with Trihydro Corporation for conducting Phase I and Phase II Environmental Site Assessments (ESA's) in the Old Yellowstone District as awarded in the U.S. EPA Brownfields Assessment Grant.

Summary:

The City was awarded a U.S. Environmental Protection Agency (EPA) Brownfield Assessment Grant on September 8, 2016 in the amount of \$400,000. The purpose of the grant is to assist the City with the continued redevelopment in the Old Yellowstone District by assessing the potential for contamination on approximately twelve (12) properties, yet to be identified, through conducting Phase I Environmental Site Assessments (ESA's). After the Phase I ESA's have been completed, four to six (4-6) properties will then undergo more extensive testing (Phase II ESA's) to determine what, if any actual contamination exists. The testing of individual properties is completely voluntary and is anticipated to include both publically and privately owned properties. It is the hope of the program to reduce barriers to redevelopment in the area, and to assist property owners with a plan to address any contamination, if it is found.

The City advertised an RFQ (Request for Qualifications) in the fall of 2016 to search for consultants who had the technical skills and expertise to conduct the site assessments. Seven (7) firms, many of them local to Wyoming, submitted proposals. A selection committee convened, including one (1) City Councilperson, along with City staff, and they chose Trihydro Corporation. Trihydro, with an office in Casper, was the most qualified firm for this particular project; however, there was no preference or weighting applied to the decision based on the locale of the company. Trihydro Corporation represented that they are able to complete the requested work for Two Hundred Sixty Four Thousand Seven Hundred Eighty Four Dollars (\$264,784), well under the awarded amount of the grant. It is anticipated that Trihydro Corporation will obtain approval from the EPA for additional environmental testing with the leftover funds. At that time, an amendment to the Professional Services Contract would be presented to City Council for review.

As stated above, the total of the grant award is Four Hundred Thousand Dollars (\$400,000). Of the total, Two hundred Thousand Dollars (\$200,000) is earmarked for assessing possible petroleum-based contamination, and an equal amount is earmarked for assessing other hazardous materials contamination. A vital part of this project is education and public outreach. Trihydro will be creating pamphlets for distribution, a public information website, holding public meetings,

responding to media, and with an office in Casper, Trihydro personnel will be readily available to both City staff and the citizens during the project. The anticipated timeline for the completion of the work outlined in the grant is September, 2019.

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

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. Trihydro Corporation, 1252 Commerce Dr., Laramie, Wyoming 82070 (“Contractor”).

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

RECITALS

A. The City is undertaking a project designated as the Casper Old Yellowstone District, U.S. EPA Brownfields Combined Hazardous Materials and Petroleum Assessment Project.

B. The project requires professional services for conducting Phase I Environmental Site Assessments (ESA’s) and Phase II ESA’s, to implement the Work Plan approved by the U.S. EPA as a part of the U.S. EPA Brownfields Assessment grant awarded to the City on September 8, 2016 (Grant Number 96849701). Contractor will also provide remediation and cleanup options for Recognized Environmental Conditions (REC’s) that are impacting the OYD, and will provide grant management services on behalf of the City of Casper, as detailed in this Contract.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

Task 1 – Site Inventory and Area Wide Planning

- Contractor will work with the City to identify potential properties, located in the Old Yellowstone District, for assessment;

- Contractor will obtain EPA approval for Phase I Site Eligibility Determination (SED) prior to conducting work at any sites under this grant;
- Contractor will utilize Phase I database searches to provide additional information to assist in preparing list of potential sites.

Deliverables

- Map of potential brownfields sites;
- List of eligible sites for Phase I Assessments;
- Area-wide plan for the brownfield impacted area and develop strategies for assessment, clean-up, and reuse.

Task 2 – Phase I and Phase II Assessments

- Conduct a minimum of twelve (12) Phase I Assessments, assuming SED and access are approved;
- Combine all Phase I reports into one (1) document;
- Obtain City and EPA approval to proceed with selected Phase IIs;
- Develop project specific planning documents to use on all Phase II assessments; including a Quality Assurance Project Plan (QAPP) and Sampling and Analyses Plan;
- Develop an area-wide conceptual site model to understand contaminant sources, receptors, and an understanding of the area;
- Create a pictorial site conceptual model to share during public meetings;
- Conduct Phase II assessments and produce summary reports;
- To the extent possible, install monitoring wells and collect samples in public right-of-ways to minimize the need for landowner approvals;
- Communication with the Wyoming Department of Environmental Quality (WDEQ) regarding selected sites for Phase IIs and concurrence on site investigation approach.

Deliverables

- Phase I Reports;
- Project QAPP (Quality Assurance Project Plan);
- Combined Project SAP (Sampling Analysis Plan) and Work Plan;
- Project HASP (Health and Safety Plan);
- Project DQO's (Data Quality Objectives);
- Area-wide Site Conceptual Model;
- Phase II Summary Reports.

Task 3 – Cooperative Agreement Oversight

- Contractor to conduct programmatic tasks with regular updates to the City
- Contractor to update ACRES database with property profile forms.

Deliverables

- Quarterly Progress reports;
- Administrative records for grant documentation;
- Final Report for Grant Closeout.

Task 4 – Remedial Alternatives and Analysis of Brownfields Cleanup Alternatives

- Develop a reuse strategy for the OYD with the City;
- Assist City with marketing and property transfers for selected sites;
- Conduct technology screens for active and passive remedial approaches;
- Evaluate remedy criteria using threshold and balancing criteria.

Deliverables

- Analysis of Brownfields Cleanup Alternatives (ABCA);
- Voluntary Remediation Program (VRP) applications for sites, as applicable;
- Remedial Action Plans (collaboratively with WDEQ).

Task 5 – Community Involvement

- Utilize Trihydro public relations, marketing and IT departments for informational pamphlets and materials, and development of an OYD project website;
- Meet with affected property owners one-on-one or in groups to discuss the project.
- Prepare and implement a Community Relations Plan in accordance with grant requirements.

Deliverables

- Community relations plan;
- Community outreach meeting agendas;
- Meeting notes and attendance lists;
- Marketing pamphlets;
- Fact sheets;
- Presentation materials (handouts, posters, etc.) for community meetings;
- Project website;
- Meeting presentations;
- Advertisements.

Grant Administration – Contractor will administer and manage all aspects of the U.S. EPA Grant (Grant Number 96849701), including all necessary reporting, on behalf of the City. Project financial information shall be updated monthly, corresponding with monthly invoicing. Consultant shall continually update the Assessment, Cleanup, and Redevelopment Exchange System (ACRES) in accordance with EPA Guidelines.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed in compliance with the approved Work Plan (as amended), but in no case later than September 30, 2019.

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, not to exceed a lump sum of Two Hundred Sixty Four Thousand Seven Hundred Eighty Four Dollars (\$264,784), all as summarized in Section 6 of the Contractor's statement of Qualifications, dated Friday, November 18, 2016, which is incorporated herein by this reference.

4. METHOD OF PAYMENT:

Payment will be made following receipt of itemized invoices from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit monthly invoices 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. This Contract is also subject to and incorporates the applicable provisions, terms and conditions, and requirements of the U.S. EPA Cooperative Agreement (Grant Number 96849701) between the U.S. Environmental Protection Agency and the City of Casper, which is attached hereto as Exhibit 1.

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.

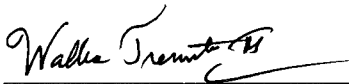
The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

7. PERSONNEL:

Contractor shall utilize the project team and subcontractors specified in Sections 3.0, 3.1 and 3.2 of its Statement of Qualifications, dated Friday, November 18, 2016, which is incorporated herein by this reference. No changes to the Contractor's team may be made without the prior, written approval of the City of Casper.

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

APPROVED AS TO FORM



ATTEST


CITY OF CASPER, WYOMING
A Municipal Corporation

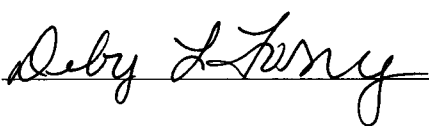
Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

WITNESS

CONTRACTOR
Trihydro Corporation

By: 
Printed Name: Brad Mattberg, Esq.
Title: Associate General Counsel

By: 
Deby L. Forry, Esq.
Senior VP of Risk Management and CFO

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. In the alternative, Contractor may provide a letter of credit in a form acceptable to the City, for the full amount of any self-insured retention up to One Hundred Thousand Dollars (\$100,000).

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:

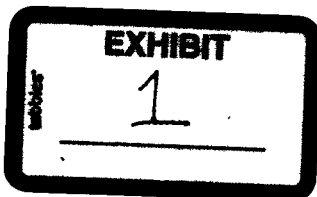
The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims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

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 96849701 MODIFICATION NUMBER: 0 PROGRAM CODE: BF	DATE OF AWARD 09/08/2016
		TYPE OF ACTION New	MAILING DATE 09/15/2016
		PAYMENT METHOD: ASAP	ACH#
		RECIPIENT TYPE: Municipal	
RECIPIENT: City of Casper 200 North David Street, Room 203 Casper, WY 82601 EIN: 83-6000049		PAYEE: City of Casper 200 North David Street, Room 203 Casper, WY 82601	
PROJECT MANAGER Liz Becher 200 North David Street, Room 203 Casper, WY 82601 E-Mail: lbecher@cityofcaskperwy.com Phone: 307-235-8362	EPA PROJECT OFFICER William Rothenmeyer 1595 Wynkoop Street Denver, CO 80202-1129 E-Mail: Rothenmeyer.William@epa.gov Phone: 303-312-6045	EPA GRANT SPECIALIST Lindsay Seeger Grants, Audit and Procurement, 8TMS-G E-Mail: Seeger.Lindsay@epa.gov Phone: 303-312-6564	
PROJECT TITLE AND DESCRIPTION Casper Community-Wide Assessment This assistance agreement will provide funding for the City of Casper to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for Brownfields sites in the City of Casper. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.			
BUDGET PERIOD 10/01/2016 - 09/30/2019	PROJECT PERIOD 10/01/2016 - 09/30/2019	TOTAL BUDGET PERIOD COST \$400,000.00	TOTAL PROJECT PERIOD COST \$400,000.00
NOTICE OF AWARD			
Based on your Application dated 12/15/2015 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$400,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$400,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS Environmental Protection Agency, Region 8 1595 Wynkoop Street Denver, CO 80202-1129		ORGANIZATION / ADDRESS U.S. EPA, Region 8 Ecosystems Protection & Remediation 1595 Wynkoop Street Denver, CO 80202-1129	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official James Hageman -			DATE 09/08/2016



EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 400,000	\$ 400,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 400,000	\$ 400,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 101(39)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1608LBF042	16	E4	08L0AG7	301D79	4114	G800NY00		200,000
-	1608LBF042	16	E4	08L0AG7	301D79XBP	4114	G800OR00		200,000
									400,000

Budget Summary Page: City of Casper Area Wide Assessment

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$3,000
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$397,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$400,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$400,000
12. Total Approved Assistance Amount	\$400,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$400,000
15. Total EPA Amount Awarded To Date	\$400,000

Administrative Conditions

1. GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-march-29-2016-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

2. CYBERSECURITY GRANT CONDITION

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this

Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

3. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **North Dakota Department of Health** as follows:

MBE: CONSTRUCTION 2.0%; SUPPLIES 2.0%; SERVICES 2.0%; EQUIPMENT 2.0%
WBE: CONSTRUCTION 3.0%; SUPPLIES 3.0%; SERVICES 3.0%; EQUIPMENT 3.0%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **North Dakota Department of Health**.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required annually for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subwards or loans in the "Other" category, that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide Region 8 with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

4. CONSULTANT CAP

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in the uniform grant guidance, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation.

Programmatic Conditions

Assessment Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfields Assessment Grants awarded under CERCLA § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions the term “assessment” includes, eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA approved work plan.

A. Federal Policy and Guidance

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2016 competition for Brownfields assessment cooperative agreements.
- b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.
- c. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
- d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA's Project Officer if there are unique

circumstances (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

B. Eligible Brownfields Site Determinations

1. a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA 107 and/or has defenses to liability.
 - b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination. In their request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.
2. a. For any petroleum contaminated brownfield site that is not included in the CAR's EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (refer to the latest version of EPA's *Proposal Guidelines for Brownfields Assessment Grants* dated October 2015 for discussion of this element) documenting that:
 - (1) a State has determined that the petroleum site is of relatively low risk,
as compared to other petroleum-only sites in the State,
 - (2) the State determines there is "no viable responsible party" for the site;
 - (3) the State determines that the person assessing or investigating the site
is a person who is not potentially liable for cleaning up the site; and
 - (4) the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate petroleum program official.

- b. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.
- c. If the State chooses not to make the determinations described in 2.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.
- d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in 2.a. above.

II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA Project Officer, or EPA may terminate this agreement for material non-compliance with its terms. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition grants "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement (for Assessment Coalitions) is in place.
3. Assessment funding for an eligible brownfield site may not exceed \$200,000 unless a waiver has been granted by EPA. Following the granting of a waiver, funding is not to exceed \$350,000 at the site.

B. Substantial Involvement

1. The EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts.
 - b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition precludes the subrecipient from using EPA funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA. (See Section II.C.3 for more information on subawards.)
 - c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
 - d. EPA may waive any of the provisions in term and condition II.B.1. with the exception of property-specific funding determinations. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
 - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.
 - b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and State laws.
 - c. The CAR and its subrecipients remain responsible for incurring costs that are allowable under 2 CFR Part 200 Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a qualified environmental professional(s) to

coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a professional on staff.

2. The CAR is responsible for ensuring that contractors and subrecipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subrecipients and contractors comply with the terms and conditions of this agreement.

3. Subawards are defined at 2 CFR 200.92. The CAR may not subaward to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR Part 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition.

4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does not exceed the \$200,000 assessment grant funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding \$200,000. In no case may EPA funding exceed \$350,000 on a site receiving a waiver.

5. CARs expending funding from a community-wide assessment grant on a particular site must include such funding amount in any total funding expended on the site.

6. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period.

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Quarterly progress reports must clearly differentiate which activities were completed with EPA funds provided under the BF Assessment grant, versus any other funding source used to help accomplish grant activities.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments to the anticipated outputs/outcomes specified in the cooperative agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement work plan.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. Summary and status of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the reporting quarter, a description of problems encountered or difficulties during the reporting quarter that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
 - b. An update on project schedules and milestones; including an explanation of any discrepancies from the approved workplan.
 - c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the approved workplan.
3. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.
4. In accordance with 2 CFR 200.328 (d) (1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, cleanup required, contaminants, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize and submit the Property Profile Form instead.

F. Community Outreach

The cooperative agreement recipient agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved work plan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:

1. Public or Media Events
The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days notice.
2. Limited English Proficiency Communities
To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.
3. Marketing Materials
If any document, fact sheet, and/or web material are developed as part of this cooperative agreement, then they shall include the following statement: "Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of the EPA."

G. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following

areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

III. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the work plan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV of these Terms and Conditions. In addition, such eligible programmatic expenses may include:

- a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k);
- b. Ensuring that an assessment complies with applicable requirements under Federal and State laws, as required by CERCLA § 104(k);
- c. Using a portion of the grant to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section III.B.
- d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subawards to the extent allowable under III.B.2; and carrying out community involvement pertaining to the assessment activities.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

- a. Cleanup activities;
- b. Development activities that are not brownfields assessment activities (e.g., construction of a new facility);

- c. Job training unrelated to performing a specific assessment at a site covered by the grant;
 - d. To pay for a penalty or fine;
 - e. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
 - f. To pay for a response cost at a brownfields site for which the recipient of the grant or subaward is potentially liable under CERCLA § 107;
 - g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - h. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Part 225 for state, local and tribal governments, as applicable.
2. Under CERCLA § 104(k) (4) (B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under 2 CFR Part 225 for state, local and tribal governments, as applicable.
- a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements, Cost Principles and Audit requirements for Federal Awards at 2 CFR 200 and 2 CFR 1500*. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.
 - b. Ineligible grant administration costs include direct costs for:
 - (1) Preparation of applications for brownfields grants;
 - (2) Record retention required under 2 CFR 1500.6;
 - (3) Record-keeping associated with equipment purchases required under 2 CFR 200.313;
 - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308;
 - (5) Maintaining and operating financial management systems required under 2 CFR

200.302;

(6) Preparing payment requests and handling payments under 2 CFR 200.305;

(7) Non-federal audits required under 2 CFR 200 Subpart F; and

(8) Close out under 2 CFR 200.343.

3. Cooperative agreement funds may not be used for any of the following properties:
 - a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
 - d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income

1. In accordance with 2 CFR 1500.7, the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.

2. The CAR must deposit advances of grant funds and program income (i.e. fees) in an interest bearing account.

- a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
- b. Interest earned on program income is considered additional program income.
- c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as

required by 2 CFR 1500.8.

IV. ASSESSMENT ENVIRONMENTAL REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfields assessment, the CAR shall comply with 2 CFR 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

C. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content", (Publication Number: EPA 560-F-14-003). This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.
2. All Appropriate Inquiries (AAI) final reports produced with funding from this agreement must comply with 40 C.F.R. Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "All Appropriate Inquiries Final Rule: Reporting Requirements Checklist for Assessment Grant Recipients" (Publication Number: EPA 560-R-10-030) that EPA's Project Officer will provide to the recipient. The checklist also is available to grantees on the EPA website at www.epa.gov/brownfields.
 - a. An *opinion* as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable,

pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

- b. An identification of “**significant**” *data gaps* (as defined in 40 C.F.R. 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
- c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:
 - “[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part.”
 - “[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”
- d. In compliance with §312.31(b), the environmental professional must include in the final report an **opinion regarding additional appropriate investigation**, if the environmental professional has such an opinion.

Note: Please use either “I” or “We.”

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR 200.338 through 2 CFR 200.342. If a recipient willfully fails to correct the deficiencies the Agency may consider other available remedies under 2 CFR 200.342.

D. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. This must be done through a final report or letter from a qualified

environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

V. CONFLICT OF INTEREST: APPEARANCE OF LACK OF IMPARTIALITY

A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subawards to a subrecipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- (i) The affected party,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above,
has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VI. PAYMENT AND CLOSEOUT

A. Payment Schedule

1. The CAR may request payment from EPA pursuant to 2 CFR 200.305.

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR 200.343. EPA will close out the

award when it determines that all applicable administrative actions and all required work of the grant have been completed.

2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.

a. The CAR must submit the following documentation:

(1) The Final Report as described in II.G. of the Assessment Terms and Conditions.

(2) A Final Federal Financial Report (FFR - SF425). Submitted to:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bld C, Rm 503
Las Vegas, NV 89119
Fax: (702) 798-2423
<https://www.epa.gov/financial/grants>

(3) A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional office.

b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.

c. The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

RESOLUTION NO.17-11

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

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

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

WHEREAS, the City issued an RFQ (Request for Qualifications) and received proposals from seven (7) consultants. Trihydro Corporation was chosen as the most qualified consultant, and represented that they could perform the work outlined in the Work Plan for Two Hundred Sixty Four Thousand Seven Hundred Eighty Four Dollars (\$264,784); and,

WHEREAS, it is anticipated that Trihydro will obtain permission from the EPA to conduct additional environmental site assessments with the leftover grant funds that are not being expended with the initial contract, up to the maximum award amount. At that time, an amendment to the Professional Service Contract will be presented to the City Council for review and approval; and,


WHEREAS, Trihydro Corporation is ready, willing and able to provide the requested environmental site assessments in the Old Yellowstone 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 Contract for Professional Services with Trihydro Corporation for the services and terms more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the Agreement, for a total amount not to exceed Two Hundred Sixty Four Thousand Seven Hundred Eighty Four Dollars (\$264,784).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:



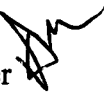
ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

January 31, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer P.E., Public Services Director 
Ethan Yonker, E.I.T., Associate Engineer

SUBJECT: Stuckenhoff Shooters Complex, Project No. 13-03

Recommendation:

That Council, by resolution, authorize Change Order No. 1 with Haass Construction, Inc. (Haass), for a cost increase of \$5,838.09 and time extension of 56 days as part of the Stuckenhoff Shooters Complex, Project No. 13-03.

Summary:

Haass Construction, Inc., is under contract with the City of Casper for construction of an addition to the Stuckenhoff Shooters Complex. The work includes construction of an addition to the existing building, restrooms, and a septic system. Funding for the project is from 1%#14 funds, with additional funding provided by the Stuckenhoff Shooters Club.

During construction, the Stuckenhoff Shooters Club requested a number of changes to the project, including revisions to the floor plan, concrete ADA ramps, and modifications to the partition doors. A higher than expected ground water table was also encountered during installation of the septic system, requiring changes to maintain compliance with Department of Environmental Quality regulations.

Haass has requested an additional \$5,838.09 and time extension of 56 days to account for these changes. City staff have reviewed the work and pricing for Change Order No. 1 and recommend approval. Funding for Change Order No. 1 will be from contingency funds established for the project, reducing contingency funds to \$7,992.58 and increasing the contract amount to \$193,708.09. The Contract Completion Date will be changed from November 18, 2016 to January 13, 2017.

Change Order No. 1 and resolution are prepared for Council's consideration.

CITY OF CASPER
CHANGE ORDER

NO. One (1)

PROJECT: Stuckenhoff Shooters Complex, Project 13-03
DATE OF ISSUANCE: 1/5/17

OWNER: City of Casper, Wyoming

CONTRACTOR: Haass Construction, Inc.

ENGINEER: City of Casper

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

Description: Change order will allow changes to the septic system, changes to allow ADA compliance, Changes to the door on the existing building, changes to the layout as requested by the shooters club.

Attachments: Letter Dated 11/29/16 requesting additional time and change order requests 2 through 4.


CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$187,870.00	Original Contract Time: (days or date) Substantial completion: November 18, 2016; Final completion: December 2, 2016;
Previous Change Orders No. <u>0</u> to <u>0</u> : <u>NA</u>	Net change from previous Change Orders (days): <u>--0--</u> (days): <u>--0--</u>
Contract Price prior to this Change Order: \$187,870.00	Contract Time prior to this Change Order: Substantial completion: November 18, 2016; Final completion: December 2, 2016;
Net Increase change of this Change Order: \$5,838.09	Net Increase of this Change Order: (days) <u>-- 56 --</u>
Contract Price with all approved Change Orders: \$193,708.09	Contract Time with all approved Change Orders:(date) <u>Substantial completion</u> : January 13, 2017; <u>Final completion</u> : January 27, 2017.

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 
Contractor

BY: 
Engineer

BY: _____
Owner



November 29, 2016

RE: Stuckenhoff Shooter's Complex Addition

Ethan,

We request a time extension be added to our contract for the Stuckenhoff Shooter's Complex Project. We request an additional 8 weeks be added to the completion date for the following reasons:

- Revision of the septic system, added manholes, deducted cleanouts, and reduced the number of infiltrators.
 - Cost Impact: \$1,150.00
 - Time Impact: 1 week
- Addition of concrete aprons to meet ADA requirements.
 - Cost Impact: \$1,844.60
 - Time Impact: 2 weeks
- Replacing existing door & frame, infilling the opening, and painting the new wall
 - Cost Impact: \$2,843.49
 - Time Impact: 2 weeks
- Owner change order #1.
 - Cost Impact: \$18,638.80 (to be paid by Casper Shooter's Club)
 - Time Impact: 3 weeks

For these reasons, we request 8 weeks be added to our extension date and our substantial completion date be changed to Jan 13th.

Please let me know if you have any questions.

Sincerely,

Adam Haass

307-259-5230



Date 12/13/2016
 Document
 COP # 03r

Part 1 - Work Performed By Contractor

Direct Labor Costs	\$ 1,040.00		
Labor Overhead (Direct Labor Burden 35%)	\$ 364.00		
Total Contractor's Labor Costs		\$ 1,404.00	
Direct Material Costs	\$ 1,068.60		
Materials Overhead (Delivery Costs & Taxes)	\$ -		
Total Material Costs		\$ 1,068.60	
Total Equipment Costs		\$ -	
Total Contractor's L, M, & E Costs			\$ 2,472.60

Part 2 - Work Performed By Subcontractor

Total Subcontractor's Cost			\$ -
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Part 3 - Contractor's Overhead & Profit

Contractor's Overhead (Indirect Costs) (10% of Part 1 Total)		\$ 247.26	
Contractor's Profit (5% of Part 1 Total)		\$ 123.63	
Total Contractor Overhead & Profit			\$ 370.89

Part 4 - Contractor's Markup on Subcontractor

Contractor's Overhead & Profit on Subcontractor (5% of Part 2 Total)		\$ -	
Total Contractor's Markup on Subcontractor			\$ -

Part 5 - Subtotal C.O. Proposal

\$ 2,843.49

Part 6 - Contractor's Bond Cost (0% of Part 5)

\$ -

Part 7 - Grand Total Change Order Proposal (Sum of Totals: Part 5 & 6)

\$ 2,843.49



EXTRA WORK ORDER

Project: Wydot Mechanics Shops Addition
 Contract No.:
 Description:

Time & Material
 ✓ Estimate for Pricing / Approval

LABOR

Name	Trade	Hours Worked		Rate	Labor Cost (No Burden)	Comments
		Straight	Overtime			
John Haass	Superintendent	16	0	\$ 65.00	\$ 1,040.00	
				\$ 65.00	\$ -	
				\$ 65.00	\$ -	
					\$ -	
					\$ -	
					\$ 1,040.00	

EQUIPMENT & TOOLS

	Hours	Rate	Total Cost	Comments
			\$ -	
			\$ -	
			\$ -	
			\$ -	

MATERIALS & MISCELLANEOUS

	Hours	Rate	Total Cost	Comments
drywall, tape, etc	1	\$ 300.00	\$ 300.00	
door, frame, hardware	1	\$ 838.95	\$ 838.95	
	1	\$ (70.35)	\$ (70.35)	lite credit
			\$ 1,068.60	

Hours Verified By: John Haass
 Haass Construction Superintendent

Cost Authorized By: Adam Haass
 Haass Construction Project Manager

Subcontractor	Sub. Price	Notes
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	



Date 11/30/2016
 Document ramp sketch
 COP # 02

Part 1 - Work Performed By Contractor

Direct Labor Costs	\$ 1,040.00		
Labor Overhead (Direct Labor Burden 35%)	\$ 364.00		
Total Contractor's Labor Costs		\$ 1,404.00	
Direct Material Costs	\$ 200.00		
Materials Overhead (Delivery Costs & Taxes)	\$ -		
Total Material Costs		\$ 200.00	
Total Equipment Costs		\$ -	
Total Contractor's L, M, & E Costs			\$ 1,604.00

Part 2 - Work Performed By Subcontractor

Total Subcontractor's Cost			\$ -
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Part 3 - Contractor's Overhead & Profit

Contractor's Overhead (Indirect Costs) (10% of Part 1 Total)		\$ 160.40	
Contractor's Profit (5% of Part 1 Total)		\$ 80.20	
Total Contractor Overhead & Profit			\$ 240.60

Part 4 - Contractor's Markup on Subcontractor

Contractor's Overhead & Profit on Subcontractor (5% of Part 2 Total)		\$ -	
Total Contractor's Markup on Subcontractor			\$ -

Part 5 - Subtotal C.O. Proposal \$ 1,844.60

Part 6 - Contractor's Bond Cost (0% of Part 5) \$ -

Part 7 - Grand Total Change Order Proposal (Sum of Totals: Part 5 & 6) \$ 1,844.60



EXTRA WORK ORDER

Project: Stuckenhoff
 Contract No.:
 Description:

Time & Material
 Estimate for Pricing / Approval

LABOR

Name	Trade	Hours Worked		Rate	Labor Cost (No Burden)	Comments
		Straight	Overtime			
John Haass	Superintendent	16	0	\$ 65.00	\$ 1,040.00	
				\$ 65.00	\$ -	
				\$ 65.00	\$ -	
					\$ -	
					\$ -	
					\$ 1,040.00	

EQUIPMENT & TOOLS

	Hours	Rate	Total Cost	Comments
			\$ -	
			\$ -	
			\$ -	
			\$ -	

MATERIALS & MISCELLANEOUS

	Hours	Rate	Total Cost	Comments
Concrete	2	\$ 100.00	\$ 200.00	
			\$ -	
			\$ -	
			\$ 200.00	

Hours Verified By: John Haass
 Haass Construction Superintendent

Cost Authorized By: Adam Haass
 Haass Construction Project Manager

Subcontractor	Sub. Price	Notes
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	



Part 1 - Work Performed By Contractor

Direct Labor Costs	\$ -		
Labor Overhead (Direct Labor Burden 35%)	\$ -		
Total Contractor's Labor Costs		\$ -	
Direct Material Costs	\$ -		
Materials Overhead (Delivery Costs & Taxes)	\$ -		
Total Material Costs		\$ -	
Total Equipment Costs		\$ -	
Total Contractor's L, M, & E Costs			\$ -

Part 2 - Work Performed By Subcontractor

Total Subcontractor's Cost			\$ 1,000.00
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Part 3 - Contractor's Overhead & Profit

Contractor's Overhead (Indirect Costs) (10% of Part 1 Total)		\$ -	
Contractor's Profit (5% of Part 1 Total)		\$ -	
Total Contractor Overhead & Profit			\$ -

Part 4 - Contractor's Markup on Subcontractor

Contractor's Overhead & Profit on Subcontractor (15% of Part 2 Total)		\$ 150.00	
Total Contractor's Markup on Subcontractor			\$ 150.00

Part 5 - Subtotal C.O. Proposal \$ 1,150.00

Part 6 - Contractor's Bond Cost (0% of Part 5) \$ -

Part 7 - Grand Total Change Order Proposal (Sum of Totals: Part 5 & 6) \$ 1,150.00



EXTRA WORK ORDER

Project: Wydot Mechanics Shops Addition
 Contract No.:
 Description:

Time & Material
 ✓ Estimate for Pricing / Approval

LABOR

Name	Trade	Hours Worked		Rate	Labor Cost (No Burden)	Comments
		Straight	Overtime			
John Haass	Superintendent		0	\$ 65.00	\$ -	
				\$ 65.00	\$ -	
				\$ 65.00	\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	

EQUIPMENT & TOOLS

	Hours	Rate	Total Cost	Comments
			\$ -	
			\$ -	
			\$ -	
			\$ -	

MATERIALS & MISCELLANEOUS

	Total Cost	Comments
	\$ -	
	\$ -	
	\$ -	
	\$ -	

Hours Verified By: John Haass
 Haass Construction Superintendent

Cost Authorized By: Adam Haass
 Haass Construction Project Manager

Subcontractor	Sub. Price	Notes
Drakes Landscaping	\$ 1,000.00	trucking and extra fill
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ 1,000.00	

RESOLUTION NO. 17-12

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH HAASS CONSTRUCTION, INC., FOR THE STUCKENHOFF SHOOTERS COMPLEX, PROJECT NO. 13-03.

WHEREAS, the City of Casper desires to allow changes to the entry ramps, septic system, and existing door to the facility for the Stuckenhoff Shooters Complex, Project No. 13-03; and,

WHEREAS, Haass Construction, Inc., is able and willing to provide those services, specified as Change Order No. 1 to the agreement for changes to the entry ramps, septic system, and existing door to the facility for the Stuckenhoff Shooters Complex, Project No. 13-03, and further described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Change Order No. 1 to the agreement with Haass Construction, Inc., for additional items for the Stuckenhoff Shooters Complex, in the amount of Five Thousand Eight Hundred Thirty-Eight and 09/100 Dollars (\$5,838.09) and Fifty-Six (56) additional calendar days.

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, for a total contract amount of One Hundred Ninety-Three Thousand Seven Hundred Eight and 09/100 Dollars (\$193,708.09).

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

January 10, 2017

MEMO TO: V.H. McDonald, City Manager 

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

PROJECT: Raftelis Contract For Professional Services – System Investment Charge/Analysis of Minimum Rates Study

Recommendation:

That Council, by resolution, authorize a Contract For Professional Services with Raftelis Financial Consultants, Inc, in the amount of \$104,405 for completion of a water and sewer system investment charge update and analysis of minimum rates study for retail water and sewer service for use by the Casper Public Utilities Division (CPU) of the Public Services Department.

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.).

CPU first instituted water and sewer system investment charges in 1979. The City system investment charges have not been updated since 1986 and the Central Wyoming Regional Water System (CWRWS) investment charges have not been updated since 1998. Several significant system expansion and capital improvement projects have been completed since the last SIC fee update. Current ten year capital improvement plans contain significant projects resulting in the need for system expansion, equipment replacement, and upgrades to meet pending environmental regulations. Due to the need for these capital improvements, staff recognizes the need to update the system investment charges for water and wastewater to realistic amounts, using not only acceptable nation-wide system investment charge calculation procedures, but also calculation components which may be unique to the State of Wyoming.

In addition to the system investment charge update, staff recommends an analysis of current water and sewer minimum rates. Revenue recovery from water and sewer rates can be classified both as fixed and variable. Fixed revenue comes from the minimum rate portion of the service. That is the charge for the first 1500 gallons of water and the first 2000 gallons of sewer billed. The revenue provided from volumetric use, or use above the minimum rate, is variable. Inherently, the volumetric portion of the rate results in a much less stable source of revenue recovery.

Raftelis will conduct a cost of services study to determine the revenue requirement from rates for all services provided by the City's water and sewer utilities. The revenue requirement from rates

will reflect the actual costs incurred by the City to serve customers given their unique demand characteristics and the costs they impose on the City's water and sewer utility systems. The data collected from this study will be used to determine water and sewer rate designs (both minimum rates and volumetric rates) while meeting specific City pricing objectives, (i.e. affordability for low consumption customers, conservation price signals, or utility revenue stability).

The study will estimate the proportion of rate revenues collected from minimum rates under the existing rate design. As part of this analysis it will determine how an increase or decrease in the minimum rates will impact fixed and variable revenue recovery. The study will also evaluate impacts on customer bills created by an increase or decrease in minimum rates. With the information provided by this study, an informed decision can be made regarding possible adjustments to current water and sewer rate designs.

The services provided by Raftelis will be conducted with interaction from the CPU Advisory Board, CWRWS Joint Powers Board, and the Regional Wastewater System Management Oversight Committee. In order to arrive at a consensus for system investment charge calculation methodology, an up-front workshop will be held with all participants to insure that all groups are comfortable with the methodology calculation for nation-wide components as well as State of Wyoming components.

After the study is completed, it is anticipated that a new system investment charge ordinance and fee schedule will be presented to the City Council as well as the CWRWS for consideration to take effect next budget year. Staff will evaluate the results from the minimum rate analysis and may recommend City water and sewer rate design modifications. In addition, the consultant is to prepare models for all four funds so that City staff can use the models and methodology for future system investment charge/cost of service updates.

The CWRWS Joint Powers Board, at its regular August 16, 2016 meeting, conceptually agreed to jointly perform the study with the City. The CWRWS will pay for its portion of the study, \$15,498, through a funding agreement with the City. The CWRWS 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 remaining \$88,907 will be paid with FY17 capital funds from the Water Distribution, Wastewater Collection and Wastewater Treatment Plant budgets.

A Contract For Professional Services and resolution are prepared for Council's consideration.

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. Raftelis Financial Consultants, Inc., 5619 DTC Parkway, Suite 175, Greenwood Village, Colorado 80111 (“Contractor”).

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

RECITALS

A. The City is undertaking a System Investment Charge and Cost of Services Study.

B. The project requires professional services for the completion of these studies.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following Scope of Work, including Scope of Work Item #2, Proposed Task #3, described in Exhibit “A,” which is attached hereto and hereby made a part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before June 30, 2017.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, a lump sum fee of One Hundred Four Thousand Four Hundred Five Dollars (\$104,405).

4. METHOD OF PAYMENT:

Payment will be made following receipt of a monthly invoice from the Contractor showing the percentage of project completion 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 Trumbull

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

WITNESS:

CONTRACTOR:
Raftelis Financial Consultants, Inc.

By: John J. Waight
Printed Name: John J. Waight
Title: MANAGER,
RAFTELIS FINANCIAL
CONSULTANTS, INC.

By: Richard Giardinna
Printed Name: RICHARD GIARDINNA
Title: Executive 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 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.

EXHIBIT "A"



5619 DTC Parkway
Suite 175
Greenwood Village, CO 80111

Phone 303.305.1135 www.raftelis.com
Fax 720.638.8880

December 7, 2016

Mr. Bruce Martin
Public Utilities Manager
City of Casper
200 N. David,
Casper WY, 82601

Subject: Proposal for Water and Sewer System Investment Charge Update and Water and Sewer Utility Cost of Service Studies

Dear Mr. Martin,

Raftelis Financial Consultants, Inc. (RFC) is pleased to submit this proposal to the City of Casper (City) to provide the following services:

1. An update of the water and sewer system investment charges (SICs) for the City and the Central Wyoming Regional Water System (CWRWS); and,
2. Water and sewer cost of service studies that will:
 - a. Determine cost of service rates for the City's water and sewer customer classes (retail water and sewer service and wholesale water service) and;
 - b. Result in the development recommendations for the City's retail water and sewer service minimum rates.

RFC is a leader in providing financial consulting services for municipal water and wastewater utilities and we appreciate the opportunity to provide this proposal for your consideration.

SCOPE OF WORK ITEM #1: SYSTEM INVESTMENT CHARGE UPDATE

RFC will update the SICs for the categories of water and sewer utility infrastructure listed below. RFC's objective in performing the update will be to develop SICs using industry standard calculation methods in full compliance with controlling State of Wyoming law and/or legal precedents.

- Water Distribution System (City owned and operated)
- Regional Water Treatment System (operated by the City on behalf of the CWRWS)
- Sewer Collection System (City owned and operated)
- Regional Wastewater Treatment System (City owned and operated)

Proposed Task 1 - Initial Project Meeting (Applies to Scope of Work Item #1 and Scope of Work Item #2)

RFC will attend an initial project meeting with the Casper Public Utilities Division Staff and members of the CWRWS Joint Powers Board, the Casper Public Utilities Advisory Board, and the Management Oversight Committee for the Regional Wastewater System (collectively referred to as the "Combined Boards" in this proposal). The two key items for discussion at the initial project meeting will be:

1. The key principles and methods used in the development of SICs (Scope of Work Item #1). The goal will be for the members of the Combined Boards to agree on the method to be used by RFC for the SIC update.
2. The approach to be used by RFC for the water and sewer cost of service studies (Scope of Work Item #2). The goal will be for the members of the Combined Boards to agree on RFC's key areas of focus for the water and sewer cost of service studies.

Proposed Task 2 - Submission of a Comprehensive Data Request

Following the initial project meeting with the Combined Boards, RFC will submit a comprehensive data request to the Casper Public Utilities Division Staff. At present, it is anticipated this data request will seek information regarding: 1) existing water and sewer system treatment capacities; 2) existing water and sewer system customer demands; 3) forecast water and sewer capital improvement expenditures (both growth-related and non-growth); and, 4) asset accounting records and/or replacement cost information for existing water and sewer system assets. In addition, RFC will also submit data requests associated with Scope of Work Item #2: Water and Sewer Cost of Service Studies as described later in this proposal.

Proposed Task 3 - Calculation of Single Family Residential Equivalent Demand

RFC will analyze the customer billing information provided by the City to determine current single family residential equivalent water demand and sewer discharges. RFC will review the available capacity of existing water and sewer infrastructure and planned capacity additions over a ten-year time horizon.

Proposed Task 4 - Calculation of the Unit Cost of Capacity

The three industry standard SIC calculation methods are the Buy-In, Incremental (Improvement), and Combined approaches. As appropriate, RFC will calculate the unit cost of capacity under one or more of these approaches as agreed to by the Combined Boards in Proposed Task 1. All calculations will be made using industry standard procedures as described in the American Water Works Association publication, "Manual of Water Supply Practices M1, Principles of Water Rates, Fees and Charges" (AWWA Manual M1) and the Water Environment Federation

publication "Manual of Practice No. 27, Financing and Charges for Wastewater Systems" (WEF Manual 27). At present, RFC assumes it will use a common valuation method for all four of the SICs being updated.

Proposed Task 5 - Development of Revised SIC Assessment Schedules

RFC will update the current SIC assessment schedules based on the preliminary results of Proposed Task 4 - Calculation of the Unit Cost of Capacity.

Proposed Task 6 - Review of the SIC Update by the Casper Public Utilities Division Staff

RFC will brief the Casper Public Utilities Division Staff on the preliminary results of Proposed Tasks 2 - 5 and the resulting updated SIC assessment schedules prior to their presentation to the Combined Boards. At present, RFC assumes this briefing with the Public Utilities Division staff can take place via conference call or web conference. Depending on the results of Proposed Tasks 2- 5, RFC can work with the Public Utilities Division Staff to develop a multi-year phase-in to "full cost" SICs if such phase-in is required to mitigate the impact of large SIC increases.

Proposed Task 7 - Survey of SICs in Five Communities

RFC will survey the SICs of up to five comparable communities as selected by the Casper Public Utilities Division Staff.

Proposed Task 8 - Presentation of Preliminary Results to the Combined Boards (Applies to Scope of Work Item #1 and Scope of Work Item #2)

RFC will attend a meeting of the Combined Boards to present the preliminary results of its SIC update (Scope of Work Item #1) and the water and sewer cost of service studies (Scope of Work Item #2).

Proposed Task 9 - Preparation of Draft Final Reports for Review by the Casper Public Utilities Division Staff (Applies to Scope of Work Item #1 and Scope of Work Item #2)

RFC will prepare three separate draft final reports discussing the findings and recommendations of the SIC update (Scope of Work Item #1) and the water and sewer cost of service studies (Scope of Work Item #2). Specifically, separate reports will be prepared for:

1. The SIC update associated with the City owned and operated water distribution, sewer collection, and regional wastewater treatment systems;
2. The SIC update associated with the regional water treatment system owned by CWRWS and operated by City; and
3. The water and sewer cost of service studies.

Each draft final report will be presented to the Public Utilities Division Staff for review and comment prior to their finalization and presentation to the Combined Boards. RFC will incorporate requested edits and comments in each draft final report. This scope of services assumes the completion of only one final version of each report. Additional edits requested after the reports have been finalized will be outside the scope of services of this contract.

RFC will provide the finalized reports to the Public Utilities Division Staff an electronic format (PDF and Microsoft Word). In addition to the final reports, RFC will also provide to the Public Utilities Division Staff the electronic models (Microsoft Excel) used in the SIC update and water and sewer cost of service studies. These electronic models will be designed to be used by the Public Utilities Division Staff for future SIC and cost of service study updates.

Proposed Task 10 - Presentation of Final Reports to the Combined Boards (Applies to Scope of Work Item #1 and Scope of Work Item #2)

RFC will attend a meeting of the Combined Boards to present the final reports for the SIC Update (Scope of Work Item #1) and the Water and Sewer Cost of Service Studies (Scope of Work Item #2).

Proposed Task 11 - Presentation of the Final Reports to the Casper City Council (Applies to Scope of Work Item #1 and Scope of Work Item #2)

RFC will attend a meeting of the Casper City Council to present the final reports for the SIC Update (Scope of Work Item #1) and the Water and Sewer Cost of Service Studies (Scope of Work Item #2).

SCOPE OF WORK ITEM #2: WATER AND SEWER COST OF SERVICE STUDIES

Beginning on January 1, 2017, the City will charge rates for retail water and sewer service as shown in Table 1. Because the City does not maintain separate customer classes, the rates shown below are applicable to all retail customers with both water and sewer service regardless of customer type (e.g., residential, commercial, irrigation only). Not shown in Table 1 are septage service rates, industrial sump service rates, grease waste service rates, or excessive sewage strength surcharges for customers with biochemical oxygen demand (BOD) discharges in excess of 200 parts per million and total suspended solid (TSS) discharges in excess of 250 parts per million.

Table 1: Retail Water and Sewer Rates as of January 1, 2017			
Inside City Water (Actual Monthly Usage)		Inside City Sewer (Winter Average Water Usage)	
0 - 1,500 gallons	\$7.81 minimum rate	0 - 2,000 gallons	\$7.65 minimum rate
> 1,500 gallons	\$3.67 per 1,000 Gallons	> 2,000 gallons	\$3.11 per 1,000 Gallons
Outside City Water (Actual Monthly Usage)		Outside City Sewer (Winter Average Water Usage)	
0 - 1,500 gallons	\$9.69 minimum rate	0 - 2,000 gallons	Same as Inside City
> 1,500 gallons	\$4.93 per 1,000 Gallons	> 2,000 gallons	Same as Inside City

In addition to the retail water rates shown in Table 1, beginning on January 1, 2017, the City will charge the following wholesale water service rates shown in Table 2.

Table 2: Wholesale Water Service Rates		
Customer Type	Transmission System Connection	Rate
Wholesale Contract with the City of Casper	Not less than the equivalent of 20 3/4" connections to CWRWS transmission lines	\$2.07 per 1,000 gallons subject to minimum charges, load factors and other contract requirements
Wholesale Contract with the City of Casper	Not less than the equivalent of 20 3/4" connections to City of Casper transmission lines	\$2.94 per 1,000 gallons subject to minimum charges, load factors and other contract requirements

The appropriate method for determining cost of service rates (for both retail water and sewer service and wholesale water service) and developing recommendations regarding the City's minimum rates for retail water and sewer service is to conduct formal water and sewer cost of service studies. The cost of service studies will determine:

1. The 2018 revenue requirement from rates for all services provided by the City's water and sewer utilities (both retail water and sewer service and wholesale water service). The revenue requirement from rates will reflect the actual costs incurred by the City to serve customers given their unique demand characteristics and the costs they impose on the City's water and sewer utility systems;
2. Proposed 2018 retail water and sewer rate designs (both minimum rates and volumetric rates above the minimum) that result in full revenue requirement recovery while, to the maximum extent possible, meeting specific City pricing objectives such as achieving desired levels of fixed versus volumetric revenue recovery, appropriate conservation price signals, and affordability for low consumption customers.

Proposed Task 1 - Initial Project Meeting (Applies to Scope of Work Item #1 and Scope of Work Item #2)

RFC will attend an initial project meeting with the Casper Public Utilities Division Staff and members of the CWRWS Joint Powers Board, the Casper Public Utilities Advisory Board, and the Management Oversight Committee for the Regional Wastewater System (collectively referred to as the "Combined Boards" in this proposal). The two key areas for discussion at the initial project meeting will be:

1. The key principles and methods used in the development of SICs (Scope of Work Item #1). The goal will be for the members of the Combined Boards to agree on the method to be used by RFC for the SIC update.
2. The approach to be used by RFC for the water and sewer cost of service studies (Scope of Work Item #2). The goal will be for the members of the Combined Boards to agree on RFC's key areas of focus for the water and sewer cost of service studies.

Proposed Task 2 - Analysis of Customer Demand Characteristics

The foundation for any successful utility cost of service process is to gain a comprehensive understanding of customer demand characteristics and to develop a forecast of future customer billed water and sewer demands. Using historical billing data provided by the City, RFC will develop a forecast of billed water consumption and billed sewer discharge volumes for each of the City's water and sewer customer classes. In order to develop these forecasts, RFC will review metrics such as: 1) water customer annual average day, maximum day and maximum hour demands; 2) water treatment plant annual average day, maximum day and maximum hour production; 3) sewer customer annual billed discharges; and, 4) water reclamation facility influent volumes and strength loadings, including those associated with infiltration and inflow. This information will be used by RFC in Proposed Task 3 (optional financial plan development), Proposed Task 4 (cost of service study) and, Proposed Task 5 (rate design) as discussed below.

Proposed Task 3 (Optional) - Preparation of Water and Sewer Utility Financial Plans:

If the City desires, RFC will develop comprehensive water and sewer financial plans for the 10-year period 2018 - 2027. These financial plans will identify the annual level of rate revenues required by each utility to:

1. Fund forecast capital improvement program (CIP) expenditures using an "optimal" capital financing strategy consisting of the appropriate level of rate-financed, debt financed, and SIC-financed CIP expenditures;
2. Pay for forecast operations and expenditures;

3. Pay for forecast debt service expenditures (existing and proposed);
4. Maintain adequate cash reserve balances to deal with contingencies and climate induced revenue volatility; and,
5. Comply with contractually obligated minimum debt service coverage requirements and achieve prudent levels of target debt service coverage in excess of contractually obligated minimums.

Note that if the City does not wish RFC to develop water and sewer utility financial plans, RFC will utilize City budget data to determine the 2018 revenue requirement from rates as allocated in Proposed Task 3 - Water and Sewer Cost of Service Studies.

Proposed Task 4 - Water and Sewer Cost of Service Studies

RFC conducts water and sewer cost of service studies using industry standard cost allocation methodologies described in AWWA Manual M1 and WEF Manual 27. The key steps in the cost of service study process are discussed below. The key outcomes of the cost of service process will be the determination of the 2018 revenue requirement from rates for the City's retail water and sewer service, the revenue requirement from rates for the City's wholesale water service (both CWRWS and City transmission systems), and the unit cost of service for BOD and TSS that can be used to update the City's excessive strength surcharges.

- **Step 1: Determination of the 2018 Revenue Requirement from Water and Sewer Rates.** This is a natural outcome of the financial planning process described in Proposed Task 3 above.
- **Step 2: Assignment of Costs to Functional Categories.** The costs comprising the 2018 revenue requirement from water and sewer rates must be assigned to the appropriate functional categories based on engineering design and/or operational criteria. In the case of the water utility revenue requirement, these functions often include: source of supply, treatment, storage, pumping, transmission, distribution, meters, and customer service. In the case of sewer utilities, these functions often include: collection and conveyance, lift stations (pumping), treatment, biosolids handling, and customers service.
- **Step 3: Allocation of Costs to Demand Parameters.** After assigning the 2018 revenue requirement from water and sewer rates to the correct functional categories, the costs associated with the revenue requirement must be allocated to the specific types of demand they will be incurred to provide. In the water utility

revenue requirement these demand parameters can include: annual base demand, maximum day and maximum hour demand, equivalent meters, billing and customer service, and public fire protection. In the case of the sewer utility, these demand parameters can include: volume (flow); BOD and TSS (strength loadings), and billing and customer service.

- **Step 4: Determination of Joint and Specific Costs.** As part of the cost allocation process, RFC will determine those costs that should be jointly shared by both retail and wholesale customers (e.g., treatment costs) versus those costs that are specific to only retail customers (e.g., water distribution system costs). In the case of the City's water utility, we must further ensure that wholesale costs are further delineated between those customers served by the CWRWS water transmission system versus the City of Casper's water transmission system.
- **Step 5: Distribution of Costs to Customer Classes.** The final step in the cost of service process is the determination of the revenue requirement from rates for each customer class and/or service provided by the City. As discussed previously, the key outcomes of the cost of service process will be the determination of the 2018 revenue requirement from rates for the City's retail water and sewer service, the revenue requirement from rates for the City's wholesale water service (both CWRWS and City transmission systems), and the unit cost of service for BOD and TSS that can be used to update the City's excessive strength surcharges.

Proposed Task 5 - Retail Water and Sewer Rate Design

From RFC's perspective, after determining the appropriate revenue requirement from rates for retail water and sewer service, the process of analyzing the City's retail minimum rate involves weighing the conflicting public policy objectives of maintaining rate affordability for low consumption customers, sending an adequate conservation price signal to high consumption customers, and ensuring adequate water and sewer utility revenue stability. For example, increasing the retail water minimum rate will increase the percentage of revenue recovered from fixed sources. However, this will reduce the conservation price signal sent to high consumption customers and cause rates to be less affordable for low consumption customers. RFC's proposed steps for the rate design process include:

Step #1: Proposed Task 1 - Review of City Pricing Objectives: As part of the initial project meeting described in the Scope of Services Item #1, RFC will discuss City's water and sewer pricing objectives with Casper Public Utilities Division staff. The purpose of this discussion will be to understand the origins of the City's current retail water and sewer rate structure and identify those pricing objectives

considered to be the most important (e.g., affordability for low consumption customers, conservation price signals, or utility revenue stability).

Step #2: Analysis of Fixed and Variable Rate Revenue Recovery: RFC will estimate the proportion of 2018 retail rate revenues to be collected from the water and sewer retail minimum rates under the current rate design. As part of this analysis, RFC will determine how an increase/decrease in the minimum rates will impact fixed and variable revenue recovery.

Step #3: Analysis of Customer Bill Impacts and Development of Retail Minimum Rate Recommendations: RFC will estimate the customer bill impacts created by an increase and/or decrease in proposed 2018 water and sewer minimum rates. Based on the above tasks, RFC will develop a recommendation regarding the City's retail water and sewer minimum rates.

Step #4: - Survey of Water and Sewer Rates in Five Communities: RFC will survey the water and sewer rates of up to five comparable communities as selected by the Casper Public Utilities Division staff.

Proposed Task 6 - Wholesale Water and Sewer Rate Design

Cost of service rates for wholesale water service will be a natural outcome of the cost of service study process. At present, RFC assumes that wholesale customers will continue to be charged on a uniform rate per thousand gallon basis. For this reason, RFC believes there will be no formal "rate design" component requiring the development of alternative wholesale rate structures.

Proposed Task 7 - Review of the Water and Sewer Cost of Service Studies by the Casper Public Utilities Division Staff

RFC will develop proposed water and sewer rates based on Tasks 2 - 6 described above. RFC will brief the Casper Public Utilities Division Staff on the proposed water and sewer rates prior to their presentation to the Combined Boards. At present, RFC assumes this briefing can take place via conference call or web conference. Depending on the results of water and sewer cost of service studies, RFC can work with the Public Utilities Division Staff to develop a multi-year phase-in to "full cost" rates if such phase-in is required to mitigate the impact of large rate increases.

Proposed Task 8 - Presentation of Preliminary Results to the Combined Boards (Applies to Scope of Work Item #1 and Scope of Work Item #2)

RFC will attend a meeting of the Combined Boards to present the preliminary results of its SIC update (Scope of Work Item #1) and the water and sewer cost of service studies (Scope of Work Item #2).

Proposed Task 9 - Preparation of Draft Final Reports for Review by the Casper Public Utilities Division Staff (Applies to Scope of Work Item #1 and Scope of Work Item #2)

RFC will prepare three separate draft final reports discussing the findings and recommendations of the SIC update (Scope of Work Item #1) and the water and sewer cost of service studies (Scope of Work Item #2). Specifically, separate reports will be prepared for:

1. The SIC update associated with the City owned and operated water distribution, sewer collection, and regional wastewater treatment systems;
2. The SIC update associated with the regional water treatment system owned by CWRWS and operated by City; and
3. The water and sewer cost of service studies.

Each draft final report will be presented to the Public Utilities Division Staff for review and comment prior to their finalization and presentation to the Combined Boards. RFC will incorporate requested edits and comments in each draft final report. This scope of services assumes the completion of only one final version of each report. Additional edits requested after the reports have been finalized will be outside the scope of services of this contract.

RFC will provide the finalized reports to the Public Utilities Division Staff an electronic format (PDF and Microsoft Word). In addition to the final reports, RFC will also provide to the Public Utilities Division Staff the electronic models (Microsoft Excel) used in the SIC update and water and sewer cost of service studies. These electronic models will be designed to be used by the Public Utilities Division Staff for future SIC and cost of service study updates.

Proposed Task 10 - Presentation of Final Reports to the Combined Boards (Applies to Scope of Work Item #1 and Scope of Work Item #2)

RFC will attend a meeting of the Combined Boards to present the final reports for the SIC Update (Scope of Work Item #1) and the Water and Sewer Cost of Service Studies (Scope of Work Item #2).

Proposed Task 11 - Presentation of the Final Reports to the Casper City Council

RFC will attend a meeting of the Casper City Council to present the final reports for the SIC Update (Scope of Work Item #1) and the Water and Sewer Cost of Service Studies (Scope of Work Item #2).

PROPOSED PROJECT SCHEDULE AND CONSULTING FEE

RFC proposes to complete the above referenced scope of services within 120 days of the initial project meeting. Our proposed lump sum consulting fee assumes that RFC will attend four on-site meetings consisting of:

1. An initial project meeting with the Casper Public Utilities Division Staff and the Combined Boards to discuss the SIC Update and the Water and Sewer Cost of Service Studies. See Proposed Task 1 for Scope of Services Item #1 and Scope of Services Item #2.
2. Presentation of the preliminary results of the SIC Update and the Water and Sewer Cost of Service Studies at a meeting of the Combined Boards. See Proposed Task 8 for Scope of Services Item #1 and Scope of Services Item #2.
3. Presentation of the final reports for the SIC Update and the Water and Sewer Cost of Service Studies at a meeting of the Combined Boards. See Proposed Task 10 for Scope of Services Item #1 and Scope of Services Item #2.
4. Presentation of the final reports for the SIC Update and the Water and Sewer Cost of Service Studies at a meeting of the City Council. See Proposed Task 11 for Scope of Services Item #1 and Scope of Services Item #2.

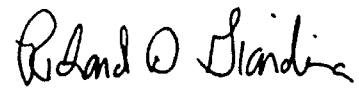
Our proposed lump sum consulting fee for the above referenced services is itemized below.

Table 3 - RFC's Proposed Lump Sum Consulting Fee	
Task	Lump Sum Fee
System Investment Charge Update <ul style="list-style-type: none"> • Regional Water Treatment System (operated by the City on behalf of the CWRWS) 	\$15,498
System Investment Charge Update <ul style="list-style-type: none"> • Water Distribution System (City owned and operated) • Sewer Collection System (City owned and operated) • Regional Wastewater Treatment System (City owned and operated) 	28,782
Water and Sewer Cost of Service Studies and Retail Minimum Rate Analysis	50,150
Optional Water and Sewer Financial Plans	<u>9,975</u>
Total	\$104,405

Thank you again for this opportunity and please contact me at 303-305-1136 if you have any questions or require further assistance.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read "Richard D. Giardina". The signature is written in a cursive style with a large initial 'R'.

Richard D. Giardina
Executive Vice President

RESOLUTION NO. 17-13

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR A SYSTEM INVESTMENT CHARGE/COST OF SERVICES STUDY.

WHEREAS, the City desires an in-depth System Investment Charges/Cost of Services Study for use by the Public Services Department, Public Utilities Division; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the System Investment Charges/Cost of Services Study as required by the Contract for Professional Services; and,

WHEREAS, the City desires to retain the Contractor to furnish a System Investment Charges/Cost of Services Study.

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 Raftelis Financial Consultants, Inc., Greenwood Village, Colorado, to furnish a System Investment Charges/Cost of Services Study.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the Contract For Professional Services in an amount not to exceed One Hundred Four Thousand Four Hundred Five Dollars (\$104,405).

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

Kenye Humphrey
Mayor

January 13, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Service Director 
Terry Cottenoir, Engineering Technician

SUBJECT: Permit to Encroach on Public Right-of-Way with the Wyoming Department of Transportation for the Rotary Park Pathway project.

Recommendation:

That Council, by resolution, authorize a permit to encroach on public right-of-way with the Wyoming Department of Transportation (WYDOT), for installation of a pathway as part of the Rotary Park Pathway Project.

Summary:

The Rotary Park Pathway Project will install a multi-use detached pathway along Casper Mountain Road that provides a safe and separate route for non-drivers that connects downtown Casper to Casper Mountain. Part of the pathway route will be within WYDOT's right-of-way along Casper Mountain Road. This project is being funded through the WYDOT Transportation Alternatives Program (TAP). The City of Casper will own and maintain the pathway once the construction is complete and accepted by City staff.

As the pathway will ultimately be owned and maintained by the City of Casper along Casper Mountain Road, WYDOT requires a permit for this installation. The permit documents the conditions under which the facility may be installed and is required by WYDOT. No payment is required for the permit.

The Permit and resolution are prepared for Council's consideration.

WYOMING DEPARTMENT OF TRANSPORTATION

PERMIT TO ENCROACH ON PUBLIC RIGHT-OF-WAY

PROJECT: CD 16207 ROUTE: WY 251 COUNTY: NATRONA
SECTION: 21 TOWNSHIP: 33N RANGE: 79W

This document constitutes a permit to encroach on public right-of-way administered by the Transportation Commission of Wyoming and the Wyoming Department of Transportation each of which, taken either separately or jointly, shall be hereinafter referred to as "State".

The permit is issued subject to existing rules and regulations of the State and further subject to the Specific Instructions, Restrictions, Terms and Conditions included herein.

Permit Issued to: City of Casper, 200 N. David Steet, Casper, WY 82601

Location description (including, distance to encroachment behind face of curb, encroachment distance onto right-of-way, height of encroachment above sidewalk or ground, etc):

Pathway begins at Lat:42.820622 Long:-106.329537 and ends at Lat:42.806306 Long.-106.330448. Pathway to be located approx. 30 ft from edge of asphalt.

Distance from encroachment to edge of the nearest through traffic lane: Average: 30ft

Parking lane width (if no parking, please state): No Parking required.

Explanation of why this request needs to be granted: Pathway is Phase I in creating a pedestrian route from Casper to Rotary Park through a WYDOT Tap Grant.

Any violation of the rules and regulations or Specific Instructions, Restrictions, Terms and Conditions shall cause automatic revocation of this permit and any and all improvements made pursuant to this permit may be removed by the State at applicant, permittee or improvement owner's expense. The applicant, permittee or owner of the improvement understands that this permit does not confer a vested right in the lands of the public and where the State determines it necessary to improve its highway and right-of-way, any improvement constructed on the public land will be moved or reconstructed by the applicant, permittee or improvement owner, their successors or assignees at the applicant, permittee or improvement owners' expense. The issuance of this permit to encroach and/or perform work on the public right-of-way is considered to be issued to the owner of the improvement placed upon the right-of-way even though such application is made by owner's agent.

THE PERMITTEE SHALL COMPLY WITH THE FOLLOWING SPECIFIC INSTRUCTIONS, RESTRICTIONS, TERMS AND CONDITIONS:

- 1. The maintenance of right-of-way within the encroachment area shall be the responsibility of the permittee.
2. The permittee shall be responsible for any loss or damage caused by the permittee's encroachment on the right-of-way.
3. The State reserves the right to construct, maintain, use, operate, relocate, reconstruct and renew such highway facilities as it may at any time, and may from time to time, desire within the limits of said right-of-way the right to use said right-of-way for any and all purposes.
4. The permittee shall at no time permit, construct, reconstruct or place any additional structures, facilities or other encroachments upon the permitted area of State right-of-way without WRITTEN consent of the State and the permittee shall at no time alter or reconstruct the present encroachment without prior written approval of the State.
5. The permittee by receiving this permit understands, acknowledges and agrees that upon thirty (30) days written notice, the State can cancel this permit where the right-of-way is necessary for construction, reconstruction or maintenance of the State Highway and the permittee will move his encroachment from the right-of-way within sixty (60) days with no cost or expense to the State and permittee agrees that if he fails to remove the encroachment within sixty days, the State becomes a sole and complete owner of the encroachment and may cause its removal or destruction with no compensation due the permittee.

6. The permittee understands and acknowledges that violation of any of the Specific Instructions, Restrictions, Terms and Conditions are cause for automatic revocation of the permit and permittee may be notified to remove the encroachment immediately. Failure to remove encroachment for a period of sixty (60) days after notice will be cause for State to remove encroachment without recourse by permittee.
7. The permittee is not authorized any other or additional uses of the public right-of-way beyond those specified herein.

Specific Instructions, Restrictions, Terms
and Conditions Hereby Accepted by:

PERMITTEE or OWNER

date signed: _____

WYOMING DEPARTMENT of TRANSPORTATION

By: _____

District Engineer

approved date: _____

FEDERAL HIGHWAY ADMINISTRATION

By: _____

Title: _____

approved date: _____

ACKNOWLEDGMENT(WYDOT)

THE STATE OF _____)
) SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of, _____ 20____,
by _____ Witness my hand and official seal.

My commission expires _____

NOTARY PUBLIC

ACKNOWLEDGMENT(PERMITTEE)

THE STATE OF _____)
) SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of, _____ 20____,
by _____ Witness my hand and official seal.

My commission expires _____

NOTARY PUBLIC

ACKNOWLEDGMENT(FHWA)

THE STATE OF _____)
) SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of, _____ 20____,
by _____ Witness my hand and official seal.

My commission expires _____

NOTARY PUBLIC

RESOLUTION NO. 17-14

A RESOLUTION AUTHORIZING A PERMIT TO ENCROACH ON PUBLIC RIGHT-OF-WAY WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE ROTARY PARK PATHWAY PROJECT.

WHEREAS, part of the new pathway is going to be installed within Wyoming Department of Transportation Easements and Right-of-Ways; and,

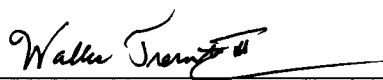
WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute a permit to encroach on public right-of-way for the work.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute an application for encroachment with the Wyoming Department of Transportation for the Rotary Park Pathway Project.

NOW THEREFORE, BE IT FURTHER RESOLVED: That the City Manager and Public Service Director for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on the behalf of the Casper City Council on all matters relating to the application for encroachment.

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

January 31, 2017

MEMO TO: V.H. McDonald, City Manager 
FROM: Andrew Beamer, P.E., Public Service Director 
SUBJECT: License with the Wyoming Department of Transportation
Storm Sewer for Rotary Park Pathway Phase I Project

Recommendation:

That Council, by resolution, authorize a license with the Wyoming Department of Transportation (WYDOT), for installation of a storm sewer line and manholes within WYDOT right-of-way along Casper Mountain Road as part of the Rotary Park Pathway Phase I Project.

Summary:

The City of Casper is preparing to construct a pathway along Casper Mountain Road as part of the Rotary Park Pathway Phase I Project. Installation of the storm sewer collection line and manholes requires work within Highway 251 (Casper Mountain Road), a WYDOT controlled right-of-way.

As the storm sewer collection line will ultimately be owned and maintained by the City of Casper within the Casper Mountain Road right-of-way, WYDOT requires a license for this installation. The license documents the condition under which the facility may be installed and is required by WYDOT. No payment is required for the license.

A resolution is prepared for Council's consideration.

**TRANSPORTATION COMMISSION OF WYOMING and its
WYOMING DEPARTMENT OF TRANSPORTATION**

LICENSE

1. **Parties.** The parties to this License are City of Casper, hereinafter referred to as Licensee, whose physical address is 200 N. David Street, Casper, WY 82601 and the **TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION**, whose address is 5300 Bishop Blvd, Cheyenne, WY 82009-3340, hereinafter referred to as Agency.

2. **Purpose of License.** The Licensee is planning the construction of a Storm sewer pipe and manholes.

hereinafter referred to as Facility, located in:

Section(s) 21 Township 33N Range 79W County (ies) Natrona

Route WY 251 Milepost (RM) 3 Company Tracking Number: _____

GPS Coordinates:

GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321).

For encroachments, attach Form M-54G – *Additional GPS Coordinates* - included in the license packet.

Entering R/W: Latitude 42.80999 Longitude 106.33126

Exiting R/W: Latitude 42.81014 Longitude 106.33123

FOR DISTRICT USE ONLY			
ML:		Maint. Section:	
		Dist. Ref. Number:	

FOR UTILITY SECTION USE ONLY			
Company Code:		Folder #:	
Offset:		Encroach Type:	Facility Type:

3. **Term of License and Required Approvals.** This License is effective when all parties have executed it and authority to proceed has been granted by the Agency.

4. **Responsibilities of Licensee.**

a. **Condition of Approval.** As a condition of approval for this license, the Licensee agrees to locate the Facility identified by this license at the Licensee’s expense, in accordance with Wyoming Statute § 37-12-301 *et. seq.* Wyoming Underground Facilities Notification Act, to include the nature, location and depth of the Facility. The location and depth will be described on an engineering drawing, using three dimensional planes and a datum reference determined by the Agency. If unanticipated or unusual circumstances are encountered during Facility construction which forces a deviation in excess of two feet from the approved horizontal alignment, the respective district maintenance engineer will be contacted prior to making the deviation, for approval of the deviation and an amended exhibit will be filed by the Licensee. See Plan/Staking Sheet.

b. **Plan/Staking Sheet.** The Licensee shall attach hereto a plan sheet and/or staking sheet showing the proposed facilities to be placed within the Agency’s right-of-way. This plan sheet, shall be designated Exhibit “A” and made a part of this License. Upon completion of the proposed work, the Licensee shall submit to the Agency “As-Constructed” plans showing the actual location of the facilities within the Agency’s right-of-way. Exhibit “A” and the “As-Constructed” plans shall comply with the Wyoming Department of Transportation Utility Accommodation Regulation and the following requirements:

PLAN VIEW REQUIREMENTS

- Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed
- Existing major utility facilities.
- Proposed Facility alignment with offset distances from either the roadway centerline or right-of-way line.
- Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- Size and/or capacity of the proposed Facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- Indicate with a highlighter, appropriate symbol, or verbiage (for example, “As-Constructed”) the new Facility so that it is easily recognizable for someone reading the drawing(s).
- Legal description: Section, Township, and Range with North Arrow.
- Reference new Facility to the nearest milepost marker using a compass direction and footage. Example: “1231' east of milepost 30.”
- All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the Facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.

AERIAL HIGHWAY CROSS SECTION

- Low sag design clearance above the high point of the roadway.
- Existing or proposed under-built facilities, including those by others.
- Cross section view of the highway right-of-way indicating the location of poles or support structures relative to the roadway centerline or right-of-way lines.

BURIED HIGHWAY CROSS SECTION

- Cross section view of the highway right-of-way at the crossing, showing the depth of the Facility relative to natural ground, roadway drainage ditch, and the roadway template.
- If casing pipe or conduit is used, indicate by dimension where the casing will end.
- If heavy wall thickness pipe is used instead of casing pipe, show where the heavy wall thickness pipe transitions back to normal thickness pipe.

The maximum sheet size shall be 11” x 17”. Use of Agency supplied project plans and cross sections is recommended as most of the above requirements are met, saving time and expense to both parties. Contact the Agency for availability of paper plans and/or electronic design files.

- Facility Placement.** The Facility will be placed in a manner conforming to recognized standards, applicable federal, state, or local laws, codes, ordinances, and regulations; in the exact location shown on the attached “Exhibit A”; and as directed by the Agency. Placing the Facility in a location other than originally approved without obtaining prior Agency approval by submitting a revised “Exhibit A”, will void the license.
- Changes.** Any future alterations, modifications, or removals of the Facility within the highway right-of-way, required and requested by the Agency, shall be completed without delay. Adjustments will be accomplished *at no expense to the Agency*, unless otherwise provided for by law. Any costs due to delays or lack of response to the Agency or an Agency contractor resulting from the failure of the Licensee to perform the required adjustments necessitated by a highway construction project or maintenance activities, will be borne by the Licensee.
- Limitations.** This license will not be modified, transferred, or assigned without the written consent of the Agency. This license does not allow for installation of additional facilities, nor does this license set aside a strip of land of specific width for the exclusive use by the Licensee.
- Cancellation/Nullification.** The Licensee is required to notify the Agency in writing to cancel and/or nullify any issued license if the described Facility is not constructed within the prescribed time limits, scheduled to be removed, or taken out of service. No Facility will be allowed to be abandoned in place. The Facility must be removed at the time of abandonment.

- g. Facility Access.** The maintenance, use, inspection, and access to the Facility shall be accomplished from locations outside of the lines of no access or access control. Ingress or egress to and from the Facility from the traveled ways of an access controlled road is hereby expressly forbidden.
 - h. Traffic Control.** The Licensee agrees to the standards for traffic control as outlined in the Agency's *Traffic Control for Roadway Work Operations* manual. Standards developed by the Licensee may be substituted for the cited manual provided they have been approved by the district traffic engineer. The Licensee must cease all operations if they do not comply with traffic control standards. Traffic control plans and road closure plans will be submitted to the Agency's engineer for approval prior to starting any work on highway right-of-way.
 - i. Contaminated Soil.** Any Licensee installing a new Facility or replacing/upgrading an existing Facility that encounters any type of contaminated soil, will at the Licensee's expense manage the contaminated soil in accordance with current DEQ regulations.
- 5. Responsibilities of Agency.** This license is issued pursuant to Wyoming Statute § 1-26-813, Right-of-Way Along Public Ways . . . , and grants permission for the Licensee to occupy a portion of the right-of-way controlled by the Agency. This permission is limited by the type of controlling interest held by the Agency. Responsibility to satisfy any other fee (deeded) interest rests with the Licensee.
- 6. General Provisions.**
- a. Additional Stipulations.** Additional specific district stipulations may be attached to this form by the Agency as specified by the *Wyoming Department of Transportation Utility Accommodation Regulation*. The Licensee agrees to incorporate the applicable requirements into the design of the Facility and assures compliance with these requirements during the construction of the Facility. Non-compliance will void this permit.
 - b. Ambiguities.** The parties agree that any ambiguity in this License shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
 - c. Amendments.** Any changes, modifications, revisions or amendments to this License which are mutually agreed upon by the parties to this License shall be incorporated by written instrument, executed and signed by all parties to this License.
 - d. Applicable Law/Venue.** The construction, interpretation and enforcement of this License shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this License and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and the Agency do not waive sovereign immunity by entering into this License, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), Granting Immunity From Tort Liability, and all other state law.
 - e. Award of Related Licenses.** The Agency may undertake or award supplemental or successor Licenses for work related to this License. The Licensee shall cooperate fully with other contractors and the Agency in all such cases.
 - f. Construction Methods.** The license is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter, and other non-conventional methods will require specific prior approval by the Agency's engineer.
 - g. Entirety of License.** This License, consisting of five (5) pages, and the attached Exhibits and Additional Stipulations consisting of the pages stamped thereon, represents the entire and integrated License between the parties and supersedes all prior negotiations, representations, and Licenses, whether written or oral.
 - h. Indemnification.** The Licensee agrees to forever indemnify the Agency and save it harmless from all liability for damages to property, or injury to or death of persons, including all costs and expenses related thereto, arising wholly or in part, or in connection with the existence, construction, alteration, maintenance, surveillance, repair, renewal, use, or removal of the facility by the Licensee or his agents, for those facilities located within the State or Federal highway system described or noted herein.

If the Licensee is a political subdivision of the State, the following provision applies in lieu of the above cited paragraph:

The Licensee hereby agrees to indemnify and hold harmless the Agency against all loss, liability, and damage that arises out of any activities of the Licensee, its agents, employees, and contractors in the performance of any construction, maintenance, repair, or other work on the Agency's property.

Allegations or proof of negligence or other legal fault on the part of the Agency will not defeat the Agency's rights under this provision or relieve the Licensee, its contractors, and agents of their duty to indemnify and hold harmless the Agency, but the Agency will be responsible for any percentage of fault that may be attributable to it pursuant to law, and the obligation of the Licensee, its contractors and agents to indemnify and hold harmless the Agency will be reduced by the percentage of fault attributable to the Agency.

- i. **Inspectors.** Based upon the complexity, construction methods or other concerns, the Agency may assign part-time or full-time inspector(s) to the Licensee's project. The cost of such inspection will be at the sole expense of the Licensee, and the Agency's District Offices will initiate an *Authority for Rendering Special Services (ARS)*, as provided in *Operating Policy 24-3*, to cover such costs.
- j. **Notices.** All notices arising out of, or from, the provisions of this License shall be in writing and given to the parties at the address provided under this License, either by regular mail, facsimile, or delivery in person.
- k. **Proof of Insurance.** The Licensee shall not commence work on this License until the Licensee has obtained all insurance required, provided a copy of all policies to the Agency, and such insurance has been approved by the Agency. Approval of the insurance shall not relieve or decrease the liability of the Licensee. The Licensee's insurance certificates shall be furnished or countersigned by a resident agent authorized to do business in the State of Wyoming.
- l. **Sovereign Immunity.**

For private (non governmental) entities (which include utility companies, railroads):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the Agency specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

For other governmental entities (municipality, county, board, commission, another state, water districts, sewer districts and other "instrumentalities" of local governments):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement and the Licensee does not waive governmental immunity, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the Agency specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

- m. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this License shall not be construed so as to create such status. The rights, duties and obligations contained in this License shall operate only between the parties to this License, and shall inure solely to the benefit of the parties to this License. The provisions of this License are intended only to assist the parties in determining and performing their obligations under this License.
- n. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this License.
- o. **Waiver.** The waiver of any breach of any term or condition in this License shall not be deemed a waiver of any prior or subsequent breach.

- p. **Work in Vicinity of Other Utilities.** The Licensee is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with Wyoming Statute § 37-3-301 *et seq.*, *Wyoming High Voltage Power Lines and Safety Restrictions Act*, and the Licensee is further advised to comply with the provisions of Wyoming Statute § 37-12-301 *et seq.*, *Damage to Underground Public Utilities Facilities*.

7. **Signatures.** In witness thereof, the parties to this License, either personally or through their duly authorized representatives, have executed this License on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this License.

The effective date of this License is the date of the signature last affixed to this page.

LICENSEE

Printed Name and Title

Signature

Date

(_____) _____ - _____ (_____) _____ - _____
Phone Number Fax Number E-mail

AGENCY

District Representative Printed Name and Title

Signature

Date

The following stipulations which have been checked are applicable to the attached license:

- _____ The maintenance foreman at _____ shall be notified before any work is begun and after work is completed.
- _____ Utility Company or their contractor personnel working within WYDOT rights-of-way must have a signed copy (paper or electronic) of the M-54 license permit, for the facility being installed, in their possession. This information must be furnished to any WYDOT personnel when requested. Failure to meet this requirement will result in work being stopped and personnel and equipment being removed from the right-of-way.
- _____ GPS decimal/degree coordinates using the GPS Datum NAD/83 are required for all Form M-54 License applications. Handheld GPS accuracy will be accepted.
- _____ All personnel working within state highway right-of-ways will wear high-visibility safety apparel meeting Performance Class 2 specifications of the current ANSI/ISEA 107 standard.
- _____ All disturbed areas are to be returned to their original condition. All surface debris, boulders, etc., as a result of construction activity are to be removed from the right-of-way.
- _____ Settlement of trenches, leakage of ditches, erosion of slopes or other problems which occur within the highway right-of-way, that are attributed to this utility installation, will be repaired by the licensee at no cost to the Wyoming Department of Transportation for a period to two years after the completion of the work. Added November 2013
- _____ The minimum clearance for any conductor or cable within state and federal highway rights-of-way shall be 25'-6" computed at maximum conductor or cable sag.
- _____ The minimum depth of placement is to be _____ inches below the bottom of ditch.
- _____ All pedestals, vents, etc., are to be installed at the right-of-way line, or as agreed and/or approved.
- _____ Subsequent leakage of any ditches breached by this installation which results in damage to the roadway and/or appurtenances or results in drainage problems on the right-of-way, are the responsibility of the licensee, and will be promptly repaired upon notification by WYDOT.
- _____ Crossing of the roadway will be made by horizontal boring preferably from right-of-way to right-of-way but no less than _____ feet from the toe of slope to the fence side. Use of Bentonite as a lubricant and backfill material is acceptable.
- _____ All jogs in the alignment, manholes, hand holes, pull boxes or any other access to the underground utility must be delineated with an appropriate marker in the proper color. The installation route must also be marked at each entry/exit point of WYDOT's right-of-way, at changes of direction within the right-of-way, at 1000' intervals, at points of curvature, and points of tangent.
- _____ All gas pipeline facilities within the highway right-of-way shall be designed for Class 3 locations per 49 CFR: TRANSPORTATION, Section 1.48 (b) Delegation to Federal Highway Administrator, Part 192, HAZARDOUS MATERIAL REGULATION BOARD, "Transportation of Natural and Other Gas by Pipeline; Minimum Safety Standards."
- _____ Casing type and method of installation shall be reviewed by the D.M.E. in _____ prior to installation and shall be capable of withstanding the traffic and roadbed loads. The casing or conduit shall be installed in a manner to prevent the formation of a waterway under the highway, and if used, shall run right-of-way to right-of-way, or as determined by the WYDOT district office based on field conditions.
- _____ Where casing ends are below ground they should be suitably installed to protect the entrance of foreign matter which would prevent removal of the carrier.
- _____ An open trench method of installation is approved.
- _____ The trench is to be backfilled and compacted daily, no open trenching is to be left overnight.

- _____ The backfill is to be compacted to 95 percent density as shown on the enclosed diagram and resurfaced as indicated. Temporary surfacing may be installed as needed but must be brought up to standard upon completion of the work.
- _____ For 10" or less diameter pipe, the diameter of the bore shall not exceed 1.5 times the size of the finished pipe. For pipes larger than 10", the diameter of the bore shall not exceed the casing diameter by more than 5% unless required by equipment or product manufacturer specifications.
- _____ Gravel surfaces in paved travel lanes must be surfaced within three days.
- _____ All anchors and pole locations must be installed outside the highway right-of-way.
- _____ A letter specifying the name and location of an individual who will be representing the licensee on the job and is capable of instituting immediate changes in traffic control or work operation to bring them into compliance with the terms of the license.
- _____ No materials or equipment will be stockpiled or parked (within the R/W) (within 30' of the traveled way).
- _____ No work will be conducted from the roadway surface.
- _____ A preconstruction conference will be scheduled with _____ prior to commencing work.
- _____ The electrical lines must be marked as indicated on the attached sheet.
- _____ The company will enter into agreement with WYDOT and pay for inspection by WYDOT during construction.
- _____ The company will bore under all paved side roads and approaches affected by the work on WYDOT property.
- _____ All Contractors will have insurance in place as noted in attachment M-54C.
- _____ All cable installed on Interstate right-of-way will be installed within 5'-0" of the right-of-way fence. Any deviation from this requirement will be approved by WYDOT's inspector.
- _____ Installation will be limited to the cable and related facilities noted in the application. Installation of additional cable in the empty ducts being installed at this time will require notification to WYDOT and a separate permit describing the additional cable.
- _____ The Agency may request the Licensee to locate this facility for any reason. The details provided by the Licensee shall include the nature, location, and depth of the Facility. The Licensee agrees to locate the Facility at the Licensee's expense within five (5) business days unless required sooner by State or Federal law.

SAMPLE ONLY - Contact nearest District Office shown on UAR - State Map.pdf file

**ATTACHMENT TO LICENSE
FOR
FIBER OPTICS COMMUNICATIONS FACILITIES**

I. REQUIREMENTS FOR HIGHWAY CROSSINGS AND ENCROACHMENTS

A. Boring of Crossing

1. All crossings of highways, roads and paved approaches shall be bored or have a casing pushed under the roadway embankment (template).
2. The diameter of the bore shall not exceed the casing diameter by more than five percent (5%).
3. The face of the boring and/or receiving pit shall be located no closer than 15 feet to the constructed roadway embankment (template), and/or no closer than 30 feet to the edge of the traveled way. (See Detail Sheets)
4. Casing material shall be of a yield strength and wall thickness to withstand a combination of highway dead and live loading.
5. Abandoned or unusable bores shall be filled with a sand slurry or grout.
6. On divided highways no boring and/or receiving pit will be allowed in the median if the median strip is less than 120 feet wide, measured between the edge of the traveled ways of the inside lanes. (See Detail Sheets)

B. Depth of Facility, Trenching Details, Ducts

1. The facility shall be placed at a depth of not less than thirty-six inches (36") below existing ground or pavements, except for solid rock. (See Detail Sheet)
2. At crossings of drainage pipes, culverts, boxes, stock passes, irrigation pipes or siphons and related ditches, the facility shall be a minimum of forty-eight inches (48") below the pipe and/or ditch flow line.
3. The typical construction detailed drawings shall apply as follows:
 - a. Rural Areas (Detail A)
 - (1) For crossing of the right-of-way
The facility may be plowed to the location of the Bore/Receiving Pit
 - (2) Under the Roadway Embankment
A casing pipe, of a size to allow for future cables, shall be bored under the full width of the embankment.
 - (3) At Grade Separations
When crossing under a structure, the cross-road may be followed to the embankment. Then a casing pipe must be bored in a location outside of the area between rear faces of abutments to allow for future bridge and cross-road widening. (See Detail "C")
 - (4) Parallel encroachments within the right-of-way shall be confined to within 15 feet of the right-of-way line, unless otherwise approved. The facility may be plowed in at the specified depth. (See Detail Sheet)
 - (5) Parallel encroachments will not be allowed in slopes of 2:1 or steeper, areas of frequent slope maintenance activity or erosive soil.
 - (6) Parallel encroachments are not allowed within 40 feet of the edge of the traveled way to allow for a 30 foot safety zone, for ongoing maintenance and minor widening; and an additional 10 feet for placement of highway signs and guardrail.

(7) Buried facility construction in non-rippable rock shall be as per the detail sheet.

b. Urban Areas (Detail B)

- (1) Parallel installations shall be as close to the right-of-way line as possible.
 - (2) Installations under the existing pavement or sidewalk shall be in existing ducts or newly installed ducts of sufficient size to accommodate future cable placement. Parallel installations will be in a duct of sufficient size to allow for future addition of cables and roadway widening.
 - (3) Parallel encroachments will not be allowed in slopes of 2:1 or steeper, areas of frequent slope maintenance or erosive soils.
 - (4) Parallel encroachments are not allowed within 10 feet from the back of sidewalk to allow for highway sign and guardrail placement.
4. The Licensee shall bury a marker tape and/or locate circuit between 18" and 24" below the top of ground or pavement (except for bored crossings) in order to assist in accurate locating and to provide warning to anyone digging. (See Detail Sheets)
 5. Backfill of all trenches and/or boring pits within the highway right-of-way shall be placed in lifts and compacted to obtain a density no less than that of the adjacent undisturbed ground.
 6. Pavement cuts, when approved by the District Engineer, shall be repaired to the Department's current standard.

C. Location of Facility within Highway Right-of-Way (Details "A" and "B")

1. Should any change in cable location occur during construction, in excess of two feet (2') from what is shown on the location plans submitted as Exhibit "A" with this license and/or agreement, prior written approval shall be obtained from the Department's Engineers, and the corrected location shall be noted on the "As Constructed Plans."
2. Manhole locations shall be shown on the Exhibit or as a detail sheet addendum to the Exhibit. Manhole tops shall be flush with the surrounding terrain. Casing vents, if used, shall be located at the right-of-way fence.
3. Amplifier sites and/or any facility requiring frequent or periodic access shall be located off the highway right-of-way. If a new approach is needed for access to such a site, application must be made to the Department's District Office by separate procedure.
4. The Licensee shall place cable marker posts at both sides of the highway right-of-way at crossings, as well as at 1,000 foot intervals or line of sight, whichever is shorter, for parallel encroachments.

D. Restoration of Highway Right-of-Way

1. The Licensee shall restore the highway right-of-way to its original condition upon completion of the initial construction, as well as any time thereafter when facility maintenance and/or repair has taken place and the ground has been disturbed, as directed by the Department's Engineer.
2. Drainage ditches disturbed by the cable placement shall be restored and the soil compacted to assure proper flow to prevent future erosion.
3. Should the Department's normal maintenance discover that erosion has taken place in the Licensee's previous work area or due to the Licensee's maintenance activities, the Department shall notify the Licensee of the problem and the Licensee shall take corrective action within thirty (30) days from the date of notification.

4. Fence cuts shall be repaired to Department Standards. Temporary fence may be required during construction, as directed by the District Maintenance Engineer.
5. Reseeding of disturbed ground shall be in accordance with the Department's specifications and as directed by the Department's Engineer.

E. As Constructed Plans

Upon completion of construction, the Licensee shall provide two (2) copies of "As Constructed Plans" to the District Maintenance Engineer. These plans shall reflect the actual location of the facilities installed relative to the roadway centerline, as well as updated details of any road crossings. (Also see Exhibit ____)

F. Exhibits

Exhibits showing the proposed alignment of the facility shall accompany all applications, whether for a crossing or for a parallel encroachment. The Exhibit shall consist of the following:

1. Plan view sheets showing the existing road and highway right-of-way line, with the location of the proposed facility plotted relative to and with dimensions to either the roadway centerline or right-of-way line.
2. Land Description ($\frac{1}{4}$ Section, Section, Township, and Range) and an accurate distance tie to a highway station or a highway milepost.
3. Location of all appurtenances like manholes, pedestals, junction boxes, line markers, etc.
4. Depth of bury, location and length of casing on road bores, type and size of casing pipe, location of casing vents (if applicable).
5. Cross sectional view of roadway template at crossings, and the relative location of the proposed facility to the roadway template, ditch and right-of-way line.

II. EXCEPTIONS TO THIS POLICY

- A. The provisions of construction Detail Sheets shall not be deviated from without specific written approval of the Department's Staff.
- B. When extenuating circumstances exist (whether environmental, economical, engineering/design related, difficult terrain, or other situations) the Department's Engineer may vary from the requirements of construction Details "A", "B" and "C", on a case by case basis, and upon making a thorough review of the specific situation.
- C. The intent of this policy is to safeguard the facility, as well as not to unreasonably encumber the public right-of-way involved nor to unreasonably restrict the further use of the public right-of-way by the Department or other existing or future tenants.

III. URBAN AND RURAL AREAS DEFINED

A. Urban Area

As related to utility accommodation, the term Urban Area is any area where residences and/or businesses are clustered (not necessarily within the city limits), where frequent approaches, utility lines and drainage facilities are likely to be encountered, and where the potential exists for future widening of the road to a multi-lane facility.

B. Rural Area

Any other segment of the State highway system not falling within the 'Urban Area' description.

**ATTACHMENT TO LICENSE
FOR
FIBER OPTICS COMMUNICATIONS FACILITIES
LOCATED IN INTERSTATE RIGHT-OF-WAY**

I. REQUIREMENTS FOR INTERSTATE CROSSINGS AND ENCROACHMENTS

A. Boring

1. All crossings of highways, roads and paved approaches shall be bored or have a casing pushed under the roadway embankment (template).
2. The diameter of the bore shall be kept as close to the pipe diameter as possible.
3. Boring and/or receiving pits may be located inside the Interstate right-of-way for parallel boring locations on steep slopes as needed and if approved by the Department's Engineer. Bores shall follow the road grade to allow Maintenance crews to work on the slopes. (See Detail Sheets)
4. Casing material shall be of a yield strength and wall thickness to withstand a combination of highway dead and live loading.
5. Abandoned or unusable bores shall be filled with a sand slurry or grout as directed by the Department's Engineer.

B. Depth of Facility, Trenching Details, Ducts

1. The facility shall be placed at a depth of not less than thirty six inches (36") below existing ground or pavements. (See Detail Sheet)
2. At crossings of drainage pipes, culverts, boxes, stock passes, irrigation pipes or siphons and related ditches, the facility shall be a minimum of forty-eight inches (48") below the pipe and/or ditch flow line.
3. The typical construction detailed drawings shall apply as follows:

a. Rural Areas (Detail A)

- (1) For crossing of the right-of-way

The Bore/Receiving Pit must be located outside of the Interstate right-of-way.

- (2) Under the Roadway Embankment

A casing pipe, of a size to allow for future cables, shall be bored under the full width of the right-of-way.

(3) At Grade Separations

When crossing under a structure, the cross-road may be followed to the embankment. Then a casing pipe must be bored in a location outside of the area between rear faces of abutments to allow for future bridge and cross-road widening. (See Detail "C")

- (4) Parallel encroachments within the right-of-way shall be confined to within 20 feet of the right-of-way line, unless otherwise approved. The facility may be plowed in at the specified depth. (See Detail Sheet)
- (5) Parallel encroachments will not be allowed in slopes of 2:1 or steeper, areas of frequent slope maintenance activity or erosive soil.
- (6) Parallel encroachments are not allowed within 50 feet of the edge of the traveled way to allow for a 35 foot safety zone, for ongoing maintenance and minor widening; and an additional 15 feet for placement of highway signs and guardrail.
- (7) Buried facility construction in non-rippable rock shall be as per the detail sheet.

b. Urban Areas (Detail B)

- (1) Parallel installations shall be as close to the right-of-way line as possible.
 - (2) Installations under the existing pavement or sidewalk shall be in existing ducts or newly installed ducts of sufficient size to accommodate future cable placement. Parallel installations will be in a duct of sufficient size to allow for future addition of cables and roadway widening.
 - (3) Parallel encroachments will not be allowed in slopes of 2:1 or steeper, areas of frequent slope maintenance or erosive soils.
 - (4) Parallel encroachments are not allowed within 10 feet from the back of sidewalk to allow for highway sign and guardrail placement.
- 4. The Licensee shall bury a marker tape and/or locate circuit between 18" and 24" below the top of ground or pavement (except for bored crossings) in order to assist in accurate locating and to provide a warning to anyone digging. (See Detail Sheets)
 - 5. Backfill of all trenches within the Interstate right-of-way shall be placed in lifts and compacted to obtain a density no less than that of the adjacent undisturbed ground.
 - 6. Pavement cuts, when approved by the District Engineer, shall be repaired to the Department's current standard.

C. Location of Facility within Interstate Right-of-Way (Details "A" and "B")

1. Facilities will be placed as close to the right-of-way as possible. No facility will be located more than 20 feet from the right-of-way. The company is responsible for determining the exact location of the right-of-way line.
2. Should any change in cable location occur during construction, in excess of two feet (2') from what is shown on the location plans submitted as Exhibit "A" with this license and/or agreement, prior written approval shall be obtained from the Department's Engineers, and the corrected location shall be noted on the "As Constructed Plans."
3. Manhole locations shall be shown on the Exhibit or as a detail sheet addendum to the Exhibit. Manhole tops shall be flush with the surrounding terrain. Casing vents, if used, shall be located at the right-of-way fence.
4. Amplifier sites and/or any facility requiring frequent or periodic access shall be located off the Interstate right-of-way. No access will be allowed to these sites from the Interstate right-of-way.
5. The Licensee shall place cable marker posts at both sides of the Interstate right-of-way at crossings, as well as at 1,000 foot intervals or line of sight, whichever is shorter, for parallel encroachments.

D. Restoration of Interstate Right-of-Way

1. The Licensee shall restore the interstate right-of-way to its original condition upon completion of the initial construction, as well as any time thereafter when facility maintenance and/or repair has taken place and the ground has been disturbed, as directed by the Department's Engineer.
2. Drainage ditches disturbed by the cable placement shall be restored and the soil compacted to assure proper flow to prevent future erosion.
3. Should the Department's normal maintenance discover that erosion has taken place in the Licensee's previous work area or due to the Licensee's maintenance activities, the Department shall notify the Licensee of the problem and the Licensee shall take corrective action within thirty (30) days from the date of notification.
4. Fence cuts shall be repaired to Department Standards. Temporary fence may be required during construction, as directed by the District Maintenance Engineer.
5. Reseeding of disturbed ground shall be in accordance with the Department's specifications and as directed by the Department's Engineer.

E. As Constructed Plans

Upon completion of construction, the Licensee shall provide two (2) copies of "As Constructed Plans" to the District Maintenance Engineer. These plans shall reflect the actual location of the facilities installed relative to the roadway centerline, as well as updated details of any road crossings. (Also see Exhibit ____)

F. Exhibits

Exhibits showing the proposed alignment of the facility shall accompany all applications, whether for a crossing or for a parallel encroachment. The Exhibit shall consist of the following:

1. Plan view sheets showing the existing road and interstate right-of-way line, with the location of the proposed facility plotted relative to and with dimensions to both the roadway centerline and Interstate right-of-way line.
2. Land Description ($\frac{1}{4}$ $\frac{1}{4}$ Section, Section, Township, and Range) and an accurate distance tie to an Interstate station or an Interstate milepost.
3. Location of all appurtenances like manholes, pedestals, junction boxes, line markers, etc.
4. Depth of bury, location and length of casing on road bores, type and size of casing pipe, location of casing vents (if applicable).
5. Cross sectional view of roadway template at crossings, and the relative location of the proposed facility to the roadway template, ditch and right-of-way line.
6. Specific construction details showing how the company plans to avoid damaging all existing utilities.
7. GPS coordinates whenever your utility enters/exits the right-of-way, changes direction, or crosses a structure or road. GPS coordinates should not be more than $\frac{1}{2}$ mile apart.

G. Expenses

1. A full time Department inspector will be assigned to watch over this project at the company's expense. The inspector will be paid through an Authority to Render Service (ARS). No work will be allowed without the Department inspector being on site.
2. Any relocation required by the Department will be done by the company at their expense. Chapter XXVIII of WYDOT's Rules and Regulations, Utility Relocation Assistance, will not apply to this utility.

3. The company will construct temporary exit and entrance ramps from the interstate if interchanges are not close enough to utilize during construction.
4. The company will designate a representative as a point of contact during construction. This representative must work for the company, be on site during all construction and maintenance of this utility, and have the authority to stop work upon the order of Department personnel.

II. EXCEPTIONS TO THIS POLICY

- A. The provisions of construction Detail Sheets shall not be deviated from without specific written approval of the Department's Utility Section.
- B. When extenuating circumstances exist (whether environmental, economical, engineering/design related, difficult terrain, or other situations) the Department's Engineer may vary from the requirements of construction Details "A", "B" and "C", on a case by case basis, and upon making a thorough review of the specific situation. Under no circumstances shall the utility be located more than 20 feet from the Interstate right-of-way line.
- C. The intent of this policy is to safeguard the facility, as well as not to unreasonably encumber the public right-of-way involved nor to unreasonably restrict the further use of the public right-of-way by the Department or other existing or future tenants.

III. URBAN AND RURAL AREAS DEFINED

A. Urban Area

As related to utility accommodation, the term Urban Area is any area where residences and/or businesses are clustered (not necessarily within the city limits), where frequent approaches, utility lines and drainage facilities are likely to be encountered, and where the potential exists for future widening of the road to a multi-lane facility.

B. Rural Area

Any other segment of the State highway system not falling within the 'Urban Area' description.

TO BE SUBMITTED BY LICENSEE OR IF WORK IS TO BE DONE BY CONTRACT**ATTACHMENT TO LICENSE
FOR
CONTRACTOR INSURANCE**

The Licensee agrees that the contract it awards for the construction of said Facility shall provide that:

- A. The contractor or Licensee shall indemnify and save harmless the Agency and the Licensee from all claims, suits, losses, damages or expenses, whatsoever, on account of injuries to or death of any and all persons whomsoever, including the Contractor, Subcontractors, employees of the Contractor, Subcontractor, Agency, and Licensee, and any and all damage to, loss, or destruction of property to whomsoever it belongs, including property owned by, rented to, or in the care, custody or control of the parties hereto, the Contractor, Subcontractors and their employees, arising or growing out of, or in any manner connected with work performed during construction of the Facility, or caused or occasioned in whole or in part by reason of, or arising during the presence of the person or of the property of the Contractor, Subcontractors, their employees or agents, upon or in the proximity of the property of the Agency or the Licensee. And the Contractor shall defend at its own expense, in the name and on behalf of the Agency and the Licensee, all claims or suits for injuries to or death of persons or damage to property arising or growing out of the work performed during construction of the Facility.
- B. The Licensee agrees to furnish to the Agency a certified copy of the Licensee's Contractors public liability and property damage liability insurance policy providing for a limit of not less than Five Hundred Thousand Dollars (**\$500,000**) for all damages arising out of the bodily injuries to or death of one person, and, subject to that limit for each person, a total of not less than One Million Dollars (**\$1,000,000**) for all damages to or destruction of property during the contract period.

Said certified copy of the policy shall be executed by a corporation qualified to write the same in the Agency of Wyoming, and said certificate of insurance shall be delivered to and approved by the Agency prior to entry upon and use of the Agency's highway right-of-way by the Licensee or the Licensee's contractor.

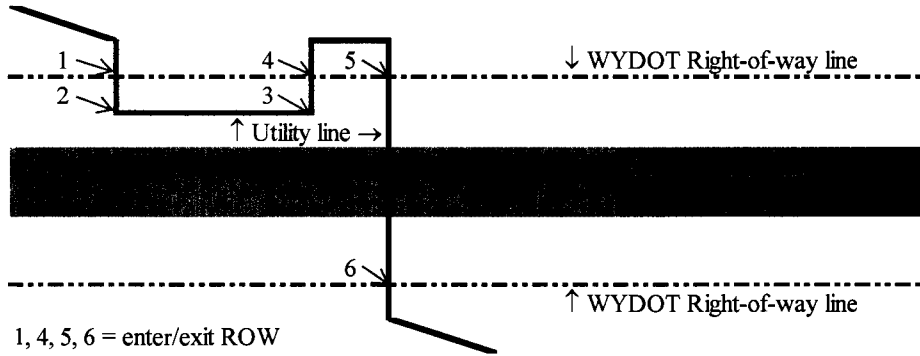
The insurance herein specified shall be carried until all work to be performed under the terms of the contract has been satisfactorily completed and accepted by the Licensee and the Agency.

If unusual circumstances or hazards are caused by the Licensee's work on the highway right-of-way, the Agency reserves the right to require insurance coverage in higher amounts, and/or write a special agreement for the conditions.

TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION

Additional GPS Coordinates

GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321). Supply GPS coordinates for each encroachment into/out of WYDOT's right-of-way or for each change in direction within the right-of-way. You may disregard this form if your license exhibit contains this information.



- 1 41.291643° -105.560232° (Enter)
2 41.291574° -105.560232° (Change)
3 41.291560° -105.559108° (Change)
4 41.291635° -105.559104° (Exit)
5 41.291626° -105.558900° (Enter)
6 41.290781° -105.558885° (Exit)

1, 4, 5, 6 = enter/exit ROW
2 and 3 = change in direction within ROW

Use the diagram below to label your GPS locations per the above example.



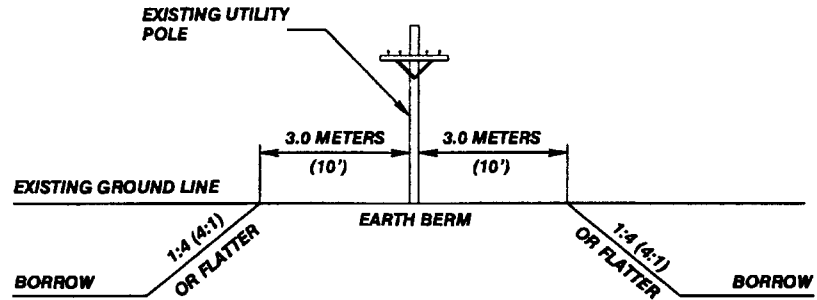
Location 1 Latitude _____ Longitude _____
Location 2 Latitude _____ Longitude _____
Location 3 Latitude _____ Longitude _____
Location 4 Latitude _____ Longitude _____
Location 5 Latitude _____ Longitude _____
Location 6 Latitude _____ Longitude _____
Location 7 Latitude _____ Longitude _____
Location 8 Latitude _____ Longitude _____
Location 9 Latitude _____ Longitude _____
Location 10 Latitude _____ Longitude _____
Location 11 Latitude _____ Longitude _____
Location 12 Latitude _____ Longitude _____

SUGGESTED METHODS OF PROTECTION FOR FACILITIES LOCATED IN BORROW AREAS/CONSTRUCTION PERMITS

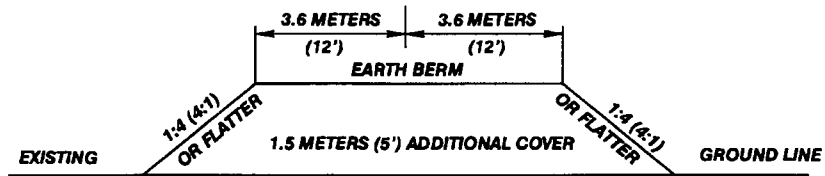
SEE SECTION 106.30 OF THIS REGULATION

NOTE: THE DIMENSIONS SHOWN ON THESE DRAWINGS MAY HAVE TO BE ADJUSTED TO FIT THE REQUIREMENTS OF THE OWNER OF THE FACILITY.

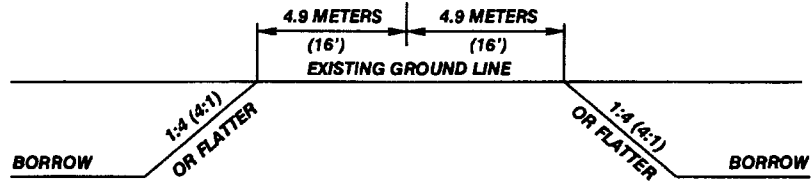
(NO SCALE)



PROTECTION DETAIL FOR UTILITY POLES LOCATED IN BORROW AREAS



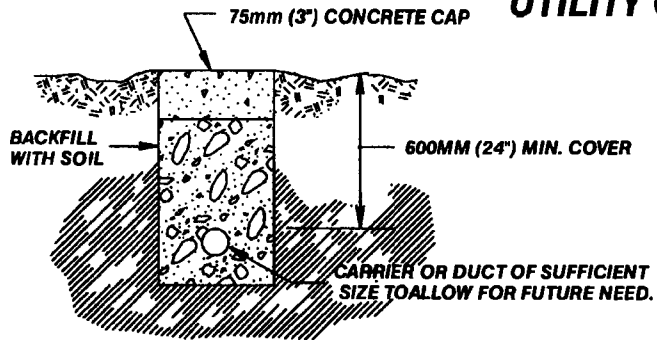
PROTECTION DETAIL FOR PIPELINE HAUL ROAD CROSSING



PROTECTION DETAIL FOR BURIED UTILITIES LOCATED IN BORROW AREAS

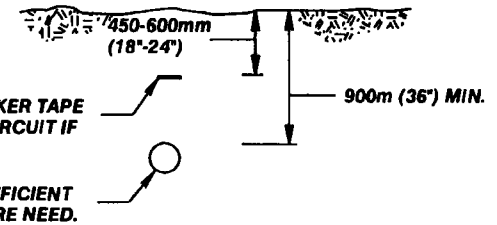
**WYOMING DEPARTMENT OF TRANSPORTATION
GENERAL
UTILITY CONSTRUCTION DETAILS
DETAIL "A"**

(NO SCALE)



**BURIED
CONSTRUCTION IN ROCK**

NATURAL GROUND RESTORATION
AS PER DEPARTMENT STANDARDS.



**DIRECT BURIED
CONSTRUCTION IN SOIL**

NO PARALLEL OR ABOVE GROUND FACILITIES
WITHIN 12m (40') OF EDGE OF TRAVELED WAY AND
SLOPES OF 1:2 (2:1) OR STEEPER

MIN. OF 37m (121') MEDIAN ON DIVIDED
ROADS FOR ABOVE GROUND INSTALLATION
OR BORE/RECEIVING PITS.

TRAVELED WAY

AREA OF UTILITY OCCUPANCY,
OR AS APPROVED

TEMPORARY FACILITIES MIN. OF 9m (30')
FROM EDGE OF TRAVELED WAYS.

4.5m (15') MIN.

4.5m (15')

RIGHT-OF-WAY
LINE

900mm (36") MIN. SEE TEXT
FOR SPECIFIC DEPTH

UTILITY LINE

FACE OF PIT MIN. OF 4.5m (15') FROM
DITCH OR EMBANKMENT SLOPE.

FACE OF PIT MIN. OF 4.5m (15') FROM
DITCH OR EMBANKMENT SLOPE.

CASING PIPE OF SUFFICIENT STRENGTH
TO CARRY HIGHWAY DEAD/LIVE LOADS AND
OF SUFFICIENT SIZE TO ALLOW FOR FUTURE
NEED: OR HEAVY WALL THICKNESS CARRIER PIPE.

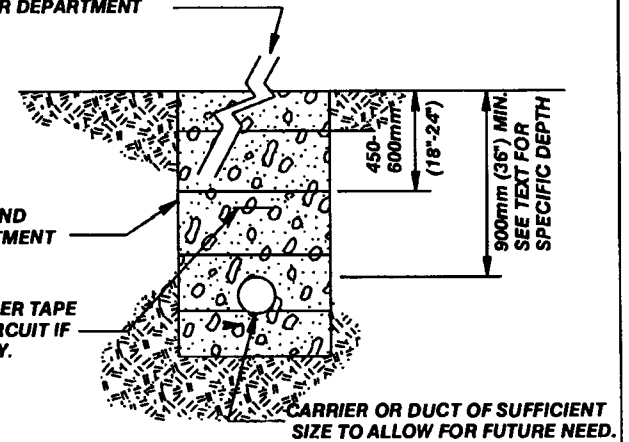
**WYOMING DEPARTMENT OF TRANSPORTATION
GENERAL
UTILITY CONSTRUCTION DETAILS
DETAIL "B"**

(NO SCALE)

NATURAL GROUND OR PAVEMENT RESTORATION AS PER DEPARTMENT STANDARDS.

TRENCH BACKFILL IN LIFTS AND COMPACTED AS PER DEPARTMENT STANDARDS.

LOCATION OF MARKER TAPE AND/OR LOCATE CIRCUIT IF USED BY THE UTILITY.



TRENCH CONSTRUCTION

AREA OF UTILITY OCCUPANCY, OR AS APPROVED.

NO PARALLEL UTILITY LINES OR BORE PITS IF SLOPES ARE 1:2 (2:1) OR STEEPER

UTILITY FACILITY PLACEMENT UNDERNEATH THE PAVED ROADWAY AND SIDEWALK TO BE IN LOCATIONS THAT CAUSE THE LEAST AMOUNT OF INTERRUPTION TO TRAFFIC FLOW DURING CONSTRUCTION AND MAINTENANCE. COMMUNICATIONS/POWER CABLES TO BE IN DUCTS OF SUFFICIENT SIZE TO ALLOW FOR FUTURE EXPANSION.

UTILITY DESIGN FOR CONSTRUCTION UNDER THE ROADWAY TEMPLATE SHOULD BE OF SUFFICIENT DEPTH TO ALLOW FOR PERIODIC REPLACEMENT OF THE PAVEMENT AND BASE COURSE TO A MIN. OF 450mm (18").

AREA OF UTILITY OCCUPANCY, OR AS APPROVED.

NO PARALLEL UTILITY LINES OR BORE PITS IF SLOPES ARE 1:2 (2:1) OR STEEPER

900mm (36") MIN. SEE TEXT FOR SPECIFIC DEPTH.

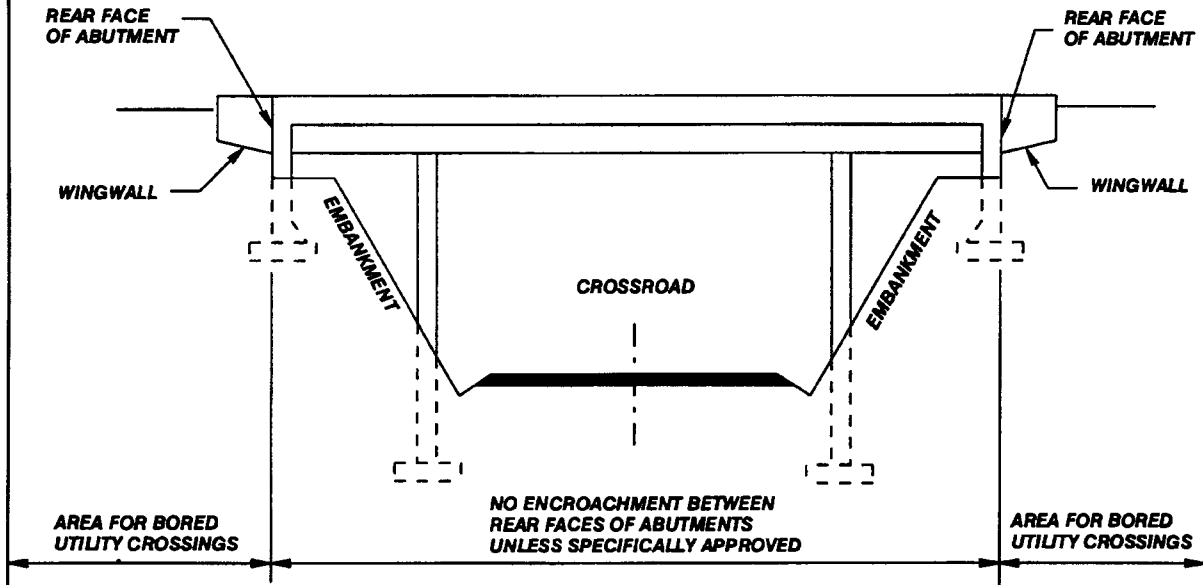
RIGHT-OF-WAY LINE

CASING PIPE OF SUFFICIENT STRENGTH TO CARRY HIGHWAY DEAD/LIVE LOADS AND OF SUFFICIENT SIZE TO ALLOW FOR FUTURE NEED: OR HEAVY WALL THICKNESS CARRIER PIPE.

RIGHT-OF-WAY LINE

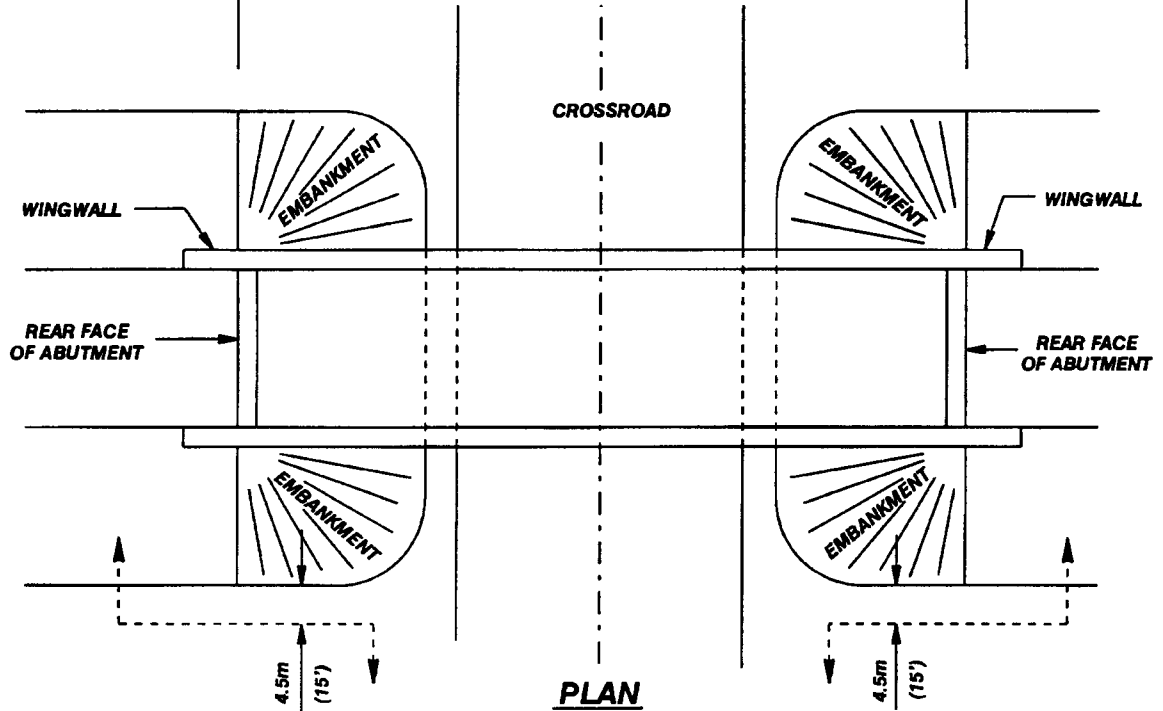
**WYOMING DEPARTMENT OF TRANSPORTATION
UTILITY ENCROACHMENT
AT
GRADE SEPARATION
DETAIL "C"**

(NO SCALE)



ELEVATION

TYPICAL FOR SINGLE
OR TWIN STRUCTURES

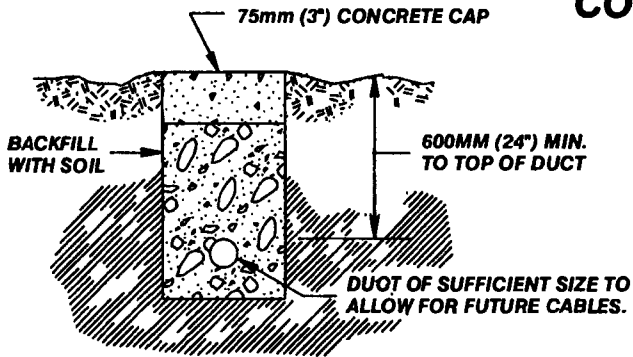


PLAN

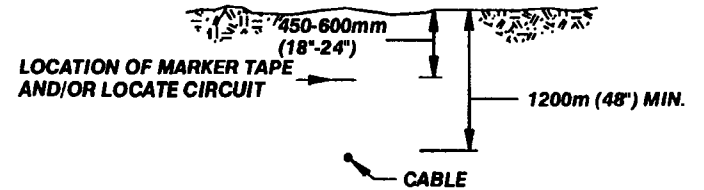
**WYOMING DEPARTMENT OF TRANSPORTATION
FIBER OPTICS
CONSTRUCTION DETAILS
FOR
RURAL AREAS
DETAIL "A"**

(NO SCALE)

NATURAL GROUND RESTORATION
AS PER DEPARTMENT STANDARDS.

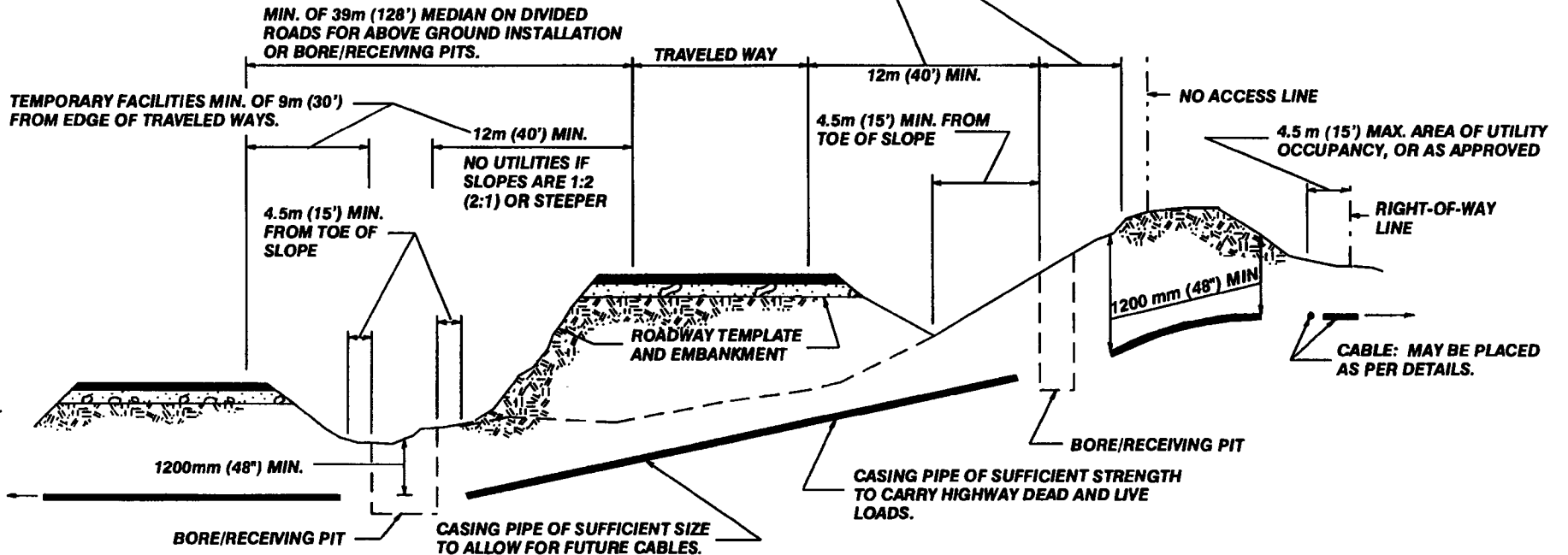


CONSTRUCTION IN ROCK



CONSTRUCTION IN SOIL

NO UTILITIES IN SAFETY ZONE OF 9m (30') PLUS 3m (10') FOR SIGNS AND GUARDRAIL
NO UTILITIES IN SLOPES OF 1:2 (2:1) OR STEEPER.



**WYOMING DEPARTMENT OF TRANSPORTATION
FIBER OPTICS
CONSTRUCTION DETAILS
FOR
URBAN AREAS
DETAIL "B"**

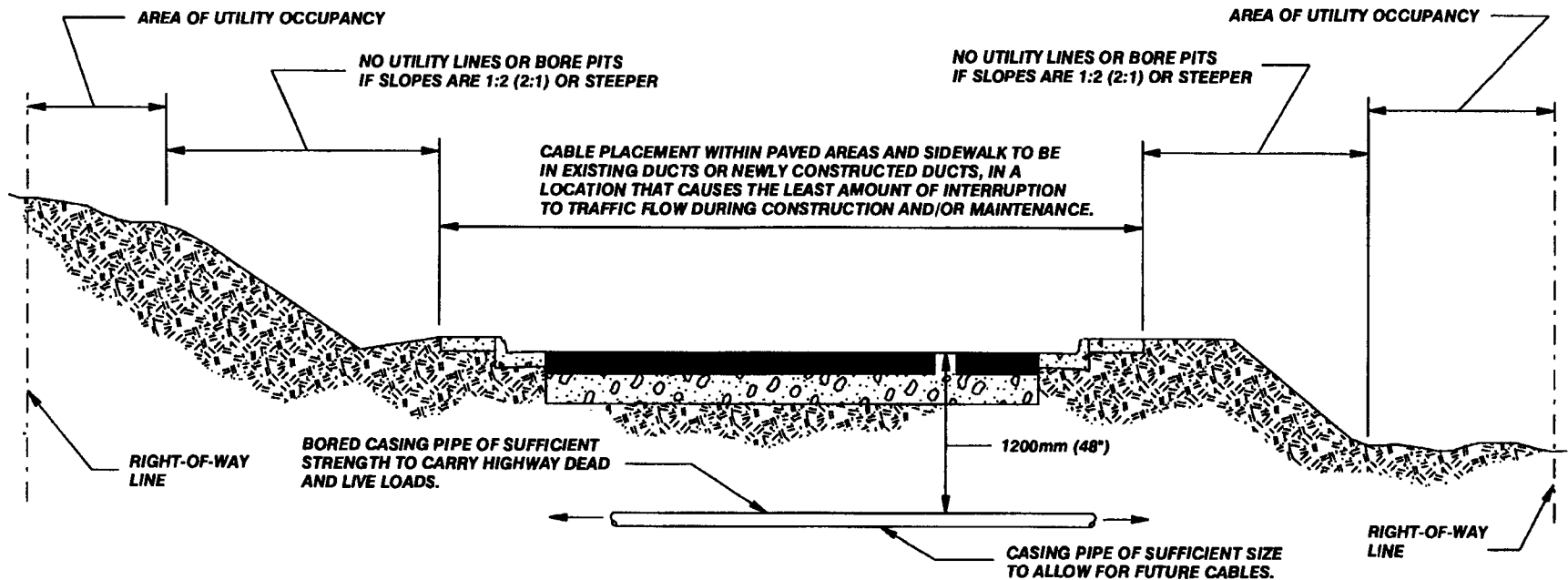
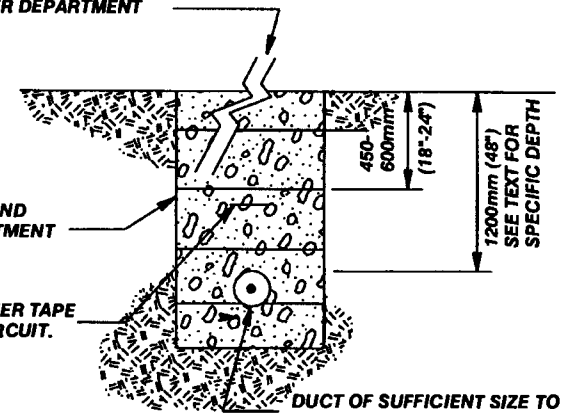
(NO SCALE)

NATURAL GROUND AND/OR PAVEMENT
RESTORATION AS PER DEPARTMENT
STANDARDS.

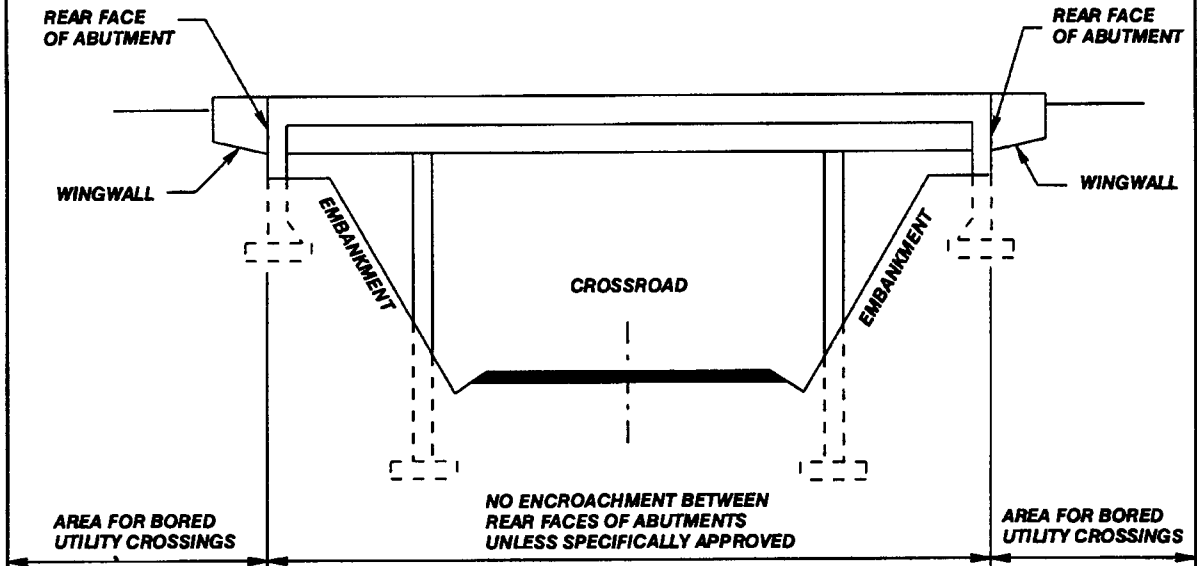
TRENCH BACKFILL IN LIFTS AND
COMPACTED AS PER DEPARTMENT
STANDARDS.

LOCATION OF MARKER TAPE
AND/OR LOCATE CIRCUIT.

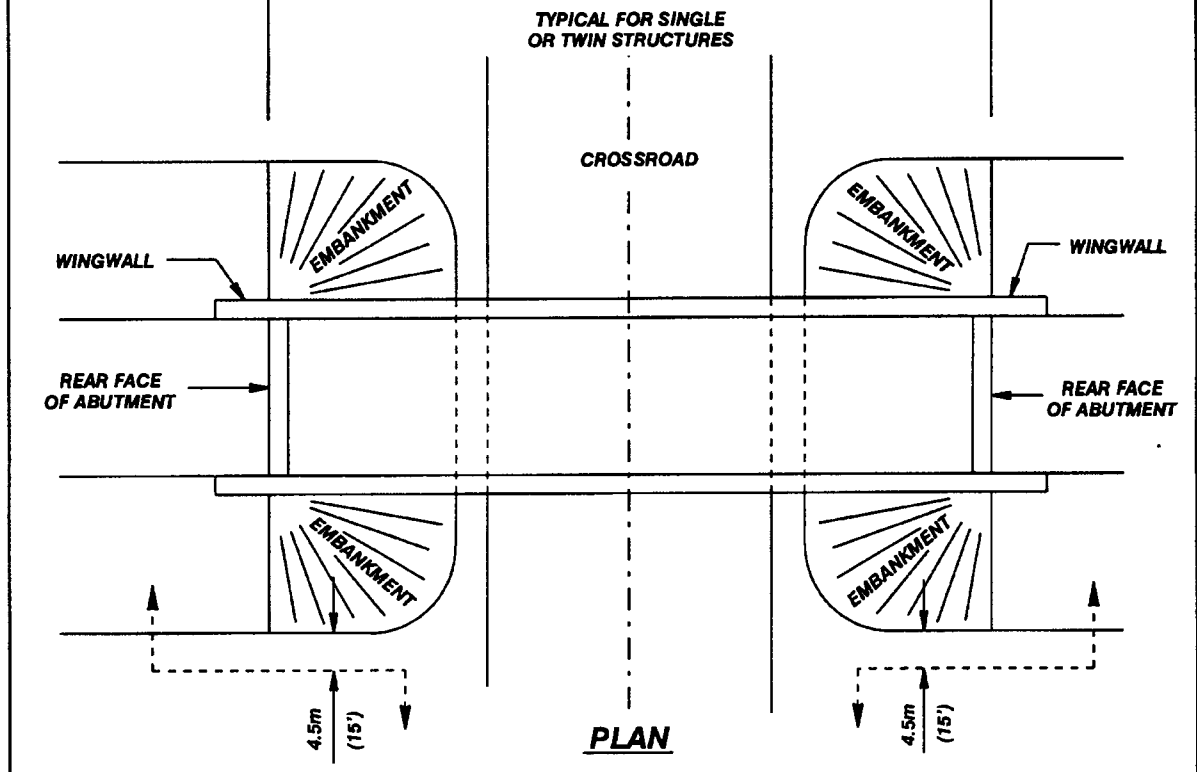
DUCT OF SUFFICIENT SIZE TO
ACCOMMODATE FUTURE CABLES.



**WYOMING DEPARTMENT OF TRANSPORTATION
FIBER OPTICS ENCROACHMENT
AT
GRADE SEPARATION
DETAIL "C"
(NO SCALE)**



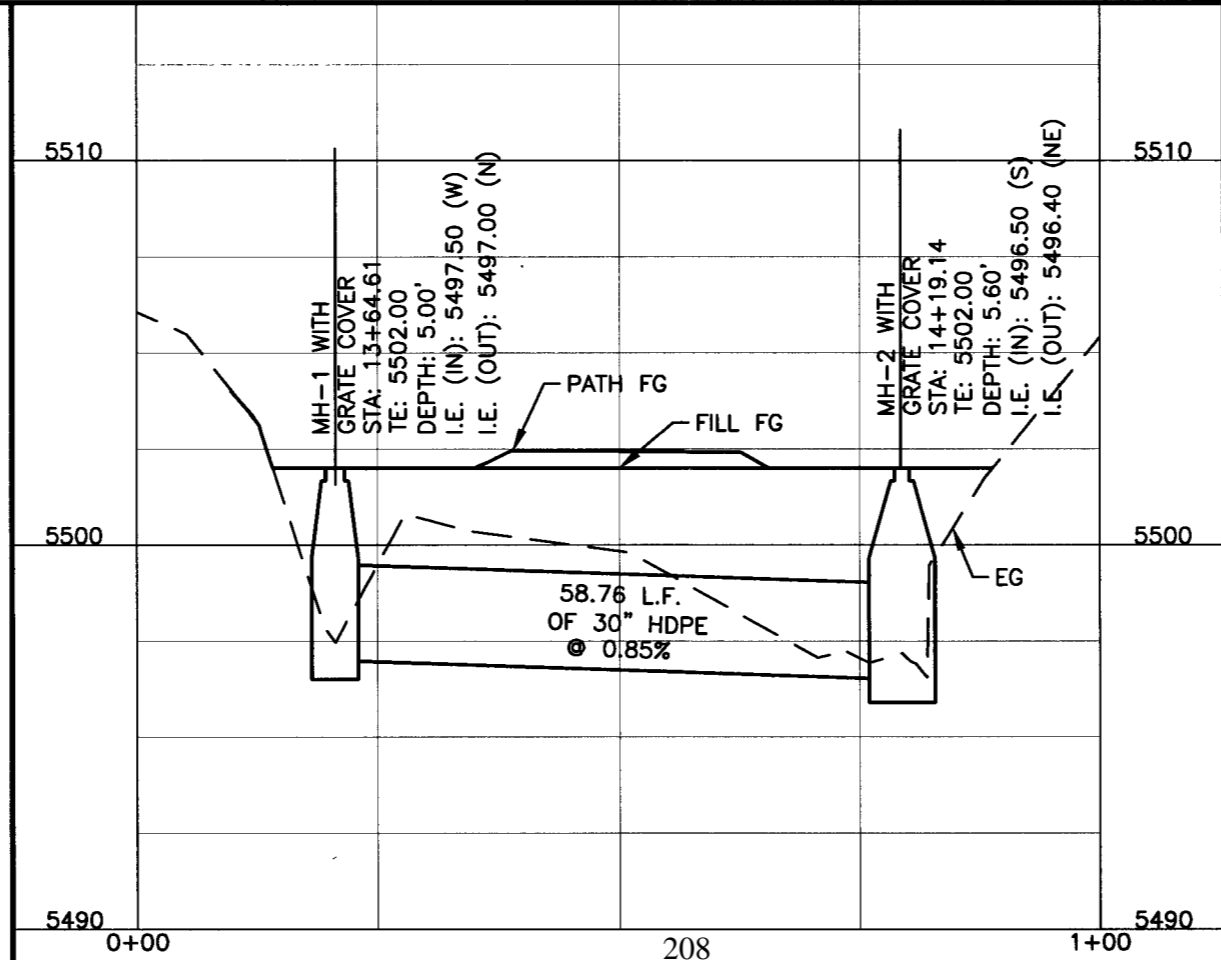
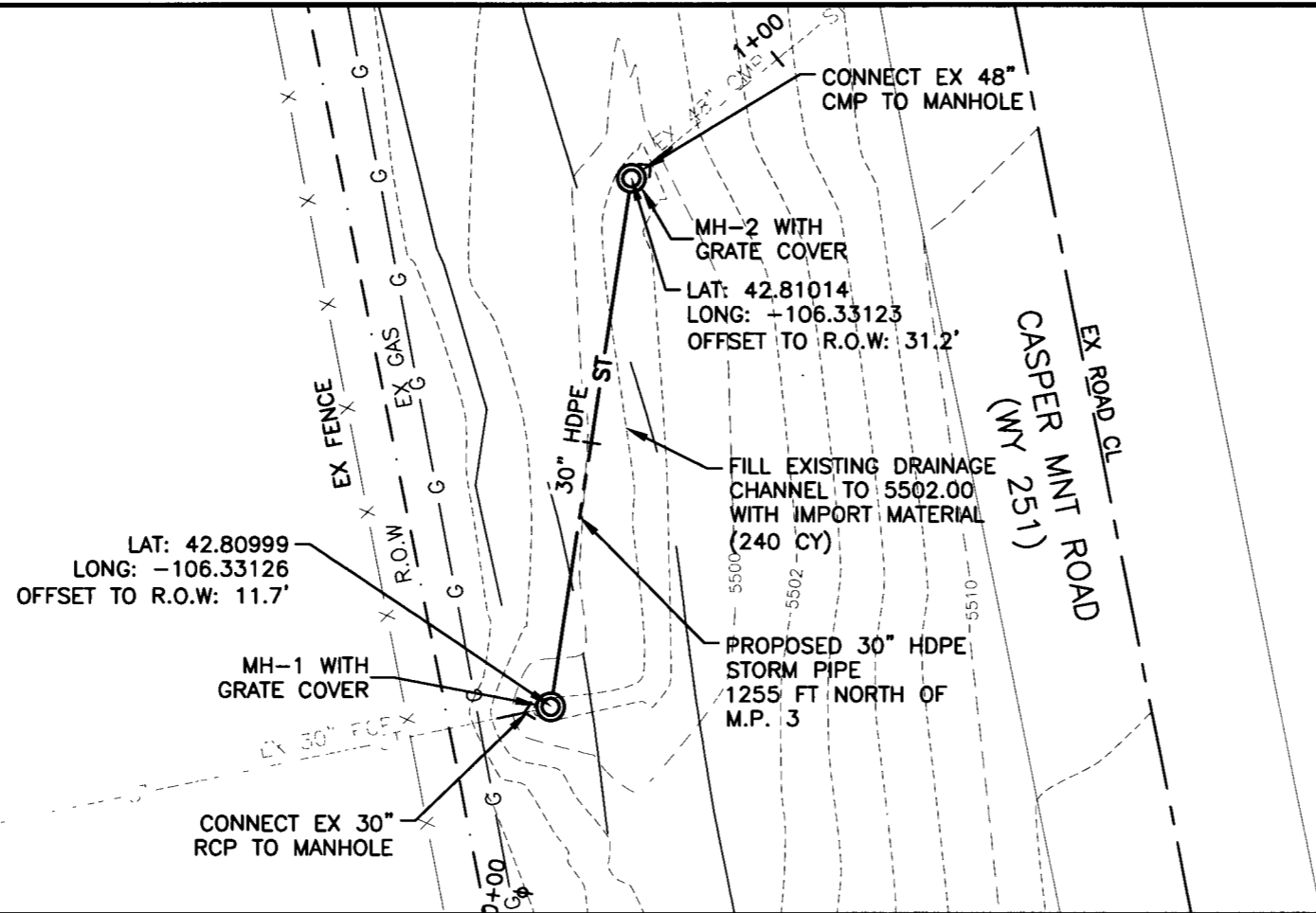
ELEVATION



- NOTES:
- 1) SUB EX MATERIAL BELOW EXISTING CULVERT FE'S AND IMPORT SELECT FILL AS NECESSARY TO PROVIDE ADEQUATE STABILITY
 - 2) ALL COORDINATES ARE NAD83 DATUM



NE1/4SE1/4, SEC. 21, T.33N, R.79W
 HORZ. SCALE: 1"=20'
 VERT. SCALE: 1"=5'



Drawn By: JLS
 Checked By: BDH
 W.O. No.: 18093
 Book No.:
 -CURRENT DESIGN ROTARY PATHWAY.dwg
 Acad File:
 FOR: WYDOT

REVISIONS

NATRONA COUNTY PARKS
 PATH TO ROTARY PARK
 WYDOT M-54 EXHIBIT
 CASPER, WY


SHEET NO.
1 OF 1
 DATE:
 12/28/16

N:\CLIENT\NATRONA COUNTY PARKS\18093-NATRONA COUNTY PARKS-ROTARY PARK PATHWAY PHASE 1\CIVIL\DWG\DESIGN\CURRENT DESIGN ROTARY PATHWAY.DWG

APPROVAL AS TO FORM

I have reviewed the attached *License with the Wyoming Department of Transportation for a New Storm Sewer Collection Line as Part of the Rotary Park Pathway Phase I*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: January 23, 2017.

A handwritten signature in cursive script, reading "Wallace Trembath III", written over a horizontal line.

Wallace Trembath III
Assistant City Attorney

RESOLUTION NO.17-15

A RESOLUTION AUTHORIZING A LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A NEW STORM SEWER COLLECTION LINE AS PART OF THE ROTARY PARK PATHWAY PHASE I.

WHEREAS, The City of Casper is preparing to construct a pedestrian pathway along Wyoming Highway 251 (Casper Mountain Road) and must install a storm sewer collection line within Wyoming Department of Transportation right-of-way; and,

WHEREAS, construction of the storm sewer collection line requires a license for installation within Wyoming Department of Transportation right-of-way; 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 a license with the Wyoming Department of Transportation for the storm sewer improvements associated with the Rotary Park Pathway Project Phase I.

NOW THEREFORE, BE IT FURTHER RESOLVED: That the City Manager, Public Service Director, or the City Engineer for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on the behalf of the Casper City Council on all matters relating to the license 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

Kenyne Humphrey
Mayor

January 13, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Contract for Professional Services with Inberg-Miller Engineers, Inc.,
Lower Eastdale Creek Channel Improvements – Phase 1, Project No. 15-083

Recommendation:

That Council, by resolution, authorize a Contract for Professional Services with Inberg-Miller Engineers, Inc., (IME), for construction administration services for the Lower Eastdale Creek Channel Improvements – Phase 1, Project No. 15-083, in the amount of \$37,395.

Summary:

The 2013 Stormwater Management Master Plan recommended and ranked various stormwater improvements projects. The Lower Eastdale Creek Channel Improvements project was identified as a priority in the master plan and includes installation of culverts and widening of the natural channel in order to reduce flooding of nearby public and private properties.

The Lower Eastdale Creek Channel Improvements – Phase 1 project includes the installation of approximately 350 feet of concrete box culvert beneath Bryan-Evansville Road. The project includes miscellaneous items such as street repair related to culvert installation, and re-vegetation in the drainage channel. The new culverts will be capable of passing a minimum 10-year flood event.

IME provided the design for the project in 2016 and has been selected to provide the project coordination, inspection, and materials testing for this project. The construction work has been awarded to Knife River, Inc., and the project is expected to be complete by the middle of June.

Funding for this Contract for Professional Services with IME will be from budgeted Optional One Cent #15 Sales Tax.

A Contract for Professional Services and resolution are prepared for Council's consideration.

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. Inberg-Miller Engineers, Inc., 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 a project to upsize culverts on Eastdale Creek near Bryan-Evansville Road in order to increase the storm water capacity in the area.

B. The project requires professional services for construction administration for the Lower Eastdale Creek Channel Improvements – Phase 1, Project No. 15-083 in Casper, Wyoming.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

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

A. Sub-consultants.

1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work.

2. The City and Consultant shall mutually approve, in writing, the use of any sub-consultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(s).

B. Construction:

1. General Administration of Construction Contract. Consultant shall consult with and advise City and act as City'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 City may otherwise agree in writing. All of City's instructions to Consultant(s) will be issued through Consultant who will have authority to act on behalf of City to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with City throughout the construction phase as deemed necessary by the Consultant or City, 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 City. At this conference, the Consultant will deliver not more than five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
 - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction, as Consultant deems necessary, in order to observe as an experienced and qualified design professional the

progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), 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 City informed of the progress of the Work. The RPR and the assistant will be on site for an average of nine (9) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.

b. The RPR will be Consultant's agent or employee and under Consultant's supervision.

c. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken by, Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide City with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

d. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s), nor assume responsibility for Contractor(s)' failure to furnish and perform their Work, in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep City informed of the progress of the Work, and will alert City to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

- e. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of materials installed and all relevant conversations with the Contractor(s) or other entities on behalf of the City, a copy of which shall be given to City no less frequently than one (1) time each week during construction of the Project.
 - f. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain a brief description of the direction of the view, activity and date. The photograph log shall be delivered to the City upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.
 - g. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, and minutes of the progress meetings.
 - h. During construction, progress meetings to include City's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings and for circulating the minutes to all attendees within four (4) days following the meeting.
 - i. In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the City. 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 City.
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) is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents.
11. Disputes between City 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 City 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. City 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 City,

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 City free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between City 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 City 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 City and the Contractor(s) that the Work is acceptable (subject to any

conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.B.12.b. above.

15. Record Drawings. The Consultant shall maintain a regularly updated set of "as-constructed" field prints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days after Substantial Completion, Consultant shall deliver to the City Engineering Office one (1) set of reproducible record drawings (11x17 paper copy) showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant. Consultant shall also provide to City a copy of record drawings of the Project in AutoCAD and PDF format on one set of compact discs (CD's) labeled as "*Record Drawings – Lower Eastdale Creek Channel Improvements – Phase 1, Project No. 15-083*". The AutoCAD record drawings shall utilize the United States National CAD Standards for consistent formatting and input to GIS, and shall meet the requirements of Municipal Code 16.16.020.
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 City 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 City 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. inclusive above shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

2. TIME OF PERFORMANCE:

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

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 Thirty-Seven Thousand Three Hundred Ninety-Five Dollars (\$37,395).

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

Wallace Trenchard

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

WITNESS

CONTRACTOR
Inberg-Miller Engineers, Inc.

By: B. Coyle

By: E. T. Graney

Printed Name: Brandy Coyle

Printed Name: ERIC T. GRANEY

Title: Admin Asst. - City of Casper

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 sub-consultant to perform any services in the scope of this project, unless the sub-consultant is approved in writing by the City. Any approved sub-consultant 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 sub-consultants, 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. *Sub-consultants*

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

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 sub-consultant 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.



INBERG-MILLER ENGINEERS

Quality Solutions Through Teamwork

January 13, 2017

18577-CE

**4 PDF PAGES EMAILED: SBAXTER@CASPERWY.GOV
THIS CONSTITUTES THE ORIGINAL**

Mr. Scott Baxter, P.E.
City of Casper Engineering Dept.
200 North David Street
Casper, Wyoming 82601

RE: REVISED PROPOSAL FOR CONSTRUCTION ADMINISTRATION SERVICES
LOWER EASTDALE CREEK CHANNEL IMPROVEMENTS, PHASE 1, PROJECT NO. 15-083
CASPER, WYOMING

Dear Mr. Baxter:

Inberg-Miller Engineers (IME) is pleased to submit this proposal for the construction administration of the above-named project. Having done the design work for the project, Inberg-Miller is intimately familiar with the requirements of the project and the design specifications.

PROJECT DESCRIPTION

This project was designed to improve the drainage capacity of Eastdale Creek in compliance with the Stormwater Management Master Plan of 2013. The improvements will reduce the frequency and extent of flooding, particularly in the vicinity of the Bryan-Evansville Road crossing. Channel improvements have already been made to Eastdale Creek downstream from the road. New culverts are to be installed under Bryan-Evansville Road and tied in to the improved channel downstream. Some slight modifications to the profile of the road will be made to allow for high flows to be directed back into the channel in a controlled manner. The upstream creek channel will be diverted to the new culvert location.

A deadline of May 26th was set for final completion of the project, but prospective bidders were informed that they would be allowed to start work as early as they like. Early completion will allow for a better chance of having the improvements in place prior to the heavier spring runoff events. The successful bidder has indicated that they intend to start work in late February.

The Contractor has scheduled 5 weeks to complete the work. They expect the culvert installation portion of the work to take approximately 4 weeks and be completed by the end of March, which will be too early to install the asphalt pavement on the rebuilt portion of Bryan-Evansville Road. They will come back later in the spring after they start up their asphalt plant and finish the re-surfacing of the street for final completion of the project.

SCOPE OF SERVICES

Our scope of services will include the following:

- **Contract Administration and Coordination:** IME proposes to serve as the City's representative during the construction phase of the project as assigned in the Standard General Conditions of the Contract. We will meet with the City as necessary throughout the construction of the project, but not less than once per week.
- **Pre-Construction Conference:** We will conduct a Pre-Construction meeting for the project. The project expectations will be discussed with the various stakeholders. Construction methodologies will be described, and an in-depth discussion of the anticipated construction difficulties will be

thoroughly explored during this meeting. A construction schedule will be provided by the Contractor and discussed and revised as needed. Necessary 24/7 contact information will be exchanged. Our project manager and the RPR will attend this meeting to get introduced to the contractor's personnel and help get all parties started off fully informed and coordinated. We will prepare and distribute minutes.

- **Project Coordination:** We will coordinate with the Wyoming DEQ, property owners within the project area, and other entities as required to construct the improvements. Affected property owners will be given notification prior to commencement of the work and disruption of services or access.
- **Visits to Site and Observation of Construction:** Our project manager will make visits to the site as appropriate, but not less frequently than once a week. We will also provide a Resident Project Representative (RPR) for the project. An assistant RPR will be designated so that there will be someone available and on the job site at all times. The RPR will be responsible for documenting the work that is done in the field on a daily basis and observing for quality control. A daily construction diary will be maintained. Additionally, the RPR will maintain a photo record of work and will correspond with the design engineers and contract administrator to solve problems in the field. The RPR will be on site whenever construction of significance will be performed. He will also provide field-quality assurance testing of soil, aggregates, asphalt and concrete. We have scheduled 5 weeks of RPR time at 9 hours/day as indicated by the Contractor's preliminary schedule. Should the construction time be prolonged for reasons beyond our control, additional service fees will be requested for the extra time.
- **Construction Staking:** We will provide limited construction staking services that will include establishing horizontal and vertical control. All other staking necessary to build the project will be provided one time only. Re-staking will be the responsibility of the Contractor.
- **Defective Work:** The Contractors work will be observed. The work may be rejected by Inberg-Miller if the work does not conform to the contract documents or if it will prejudice the integrity of the design concept. Our RPR will be on the job site and, in most instances, can prevent work from being done that will have to be taken back out and re-done.
- **Interpretations and Clarifications:** The contract documents will be interpreted and clarified, if needed. Work directive changes and change orders will be submitted to the City, as necessary.
- **Shop Drawings:** Shop drawings and submittals will be reviewed and approved/or disallowed, as required.
- **Substitutes:** Any alternatives proposed by the Contractor will be reviewed and a determination will be made as to their acceptability.
- **Construction Materials Testing:** Material testing will be performed as specified in the Contract Documents. Densities of compacted subgrade, base materials, and asphalt pavement will be checked using a nuclear densometer. We will cast cylinders of the poured concrete to determine cured strengths and test the slump and air content.
- **Disputes:** We will act as the initial interpreter of the requirements of the Contract Documents and assist the City with our recommendations of the acceptability of the Work. We have performed construction administration on several jobs with Knife River and have a good relationship that will serve to help us avoid disputes from occurring. No disputes are anticipated. If a dispute arises that will require our involvement
- **Applications for Payment:** We will review and process applications for payments and determine the installed quantities for which payment is owed to Contractor.
- **Contractors' Completion Documents:** We will review and approve testing results to determine that the tests comply with the Contract Documents.

- Walk-Through: Substantial and Final Completion “walk-throughs” will be conducted to determine that the work has been completed and is acceptable.
- Record Drawings: During the course of the project we will maintain a set of drawings showing changes made during construction. Within 30 days of Substantial Completion, we will submit a reproducible set of 11-x 17-inch record drawings and digital copies of the drawings in both AutoCad and PDF formats compatible with the City’s digital system.
- Warranty Period Inspections: For a period of one (1) year after Final Completion, we will assist the City with addressing public complaints concerning deficiencies, Also, one (1) on-site meeting will be held approximately 11 months after final completion to list any construction deficiencies and any follow-up that may be required.
- Change Orders: Inberg-Miller will review and make recommendations to the City for all requests for change orders during construction. We will prepare and submit any construction field orders needed.

FEES

Our fee for services performed will be charged at our current hourly, unit, and expense rates. We **estimate** the cost of the proposed scope of services described above to be:

Construction Administration	\$ 9,790.00
Construction Observation	\$ 22,425.00
Quality Assurance Testing	\$ 3,300.00
Construction Staking	\$ 1,880.00
Total	\$ 37,395.00

If services in addition to the proposed scope of services become necessary, we will perform such services at additional cost. This proposal is valid if accepted by January 30, 2017.

CLOSURE

We appreciate the opportunity to submit this proposal for services to complete this project. Upon acceptance of the proposal, we stand ready to enter into a Contract for Professional Services with the City of Casper and immediately begin performing the tasks described.

If you have any questions regarding this proposal, please contact us at 307-577-0806.

Sincerely,

INBERG-MILLER ENGINEERS



Calvin R. Twiford, P.E.
Civil Engineer

CITY OF CASPER - ENGINEERING DIVISION

Lower Eastdale Creek Channel Improvements, Phase 1 - FEE SCHEDULE: Construction Admin. Services

IME PROJECT 18577 - CEP

January 13, 2017

TASK	PERSONNEL HOURS BY CLASSIFICATION/RATE							Vehicle	LABORATORY TESTING	SUPPLIES, EXPENSES, AND EQUIPMENT	TASK TOTALS
	PROJECT PRINCIPAL \$145.00	PROJECT MANAGER \$135.00	STAFF ENGINEER \$85.00	SURVEY GPS TECH \$90.00	ENGINEERING TECHNICIAN III \$75.00	PROJECT SUPPORT \$60.00	LABOR TOTALS				
1. GENERAL ADMINISTRATION	HRS 2 \$ 290	10 \$1,350	20 \$1,700		4 \$300	2 \$120	38 \$3,760				\$3,760
2. PRE-CONSTRUCTION CONFERENCE	HRS \$	2 \$270	2 \$170				4 \$440				\$440
3. PROJECT COORDINATION	HRS \$	2 \$270	10 \$850			2 \$120	14 \$1,240				\$1,240
4. CONSTRUCTION OBSERVATION	HRS \$		5 \$675	225 \$19,125			230 \$19,800	\$2,250		\$375	\$22,425
5. CONSTRUCTION STAKING	HRS \$		1 \$135		12 \$1,080		13 \$1,215	\$200		\$465	\$1,880
6. DEFECTIVE WORK	HRS \$			2 \$170			2 \$170				\$170
7. INTERPRETATIONS & CLARIFICATIONS	HRS \$			1 \$85			1 \$85				\$85
8. SHOP DRAWINGS	HRS \$			2 \$170			2 \$170				\$170
9. SUBSTITUTES	HRS \$						0 \$0				\$0
10. INSPECTION AND TESTS	HRS \$		1 \$135	6 \$510		12 \$900	6 \$360	25 \$1,905	\$1,295	\$100	\$3,300
11. DISPUTES BETWEEN OWNER AND CONTRACTOR	HRS \$						0 \$0				\$0
12. APPLICATIONS FOR PAYMENT	HRS \$		2 \$270	4 \$340		1 \$60	7 \$670				\$670
13. CONTRACTORS COMPLETION DOCUMENTS	HRS \$		2 \$270	4 \$340			6 \$610				\$610
14. WALK-THROUGHS	HRS \$		2 \$270	\$0		8 \$600	10 \$870				\$870
15. RECORD DRAWINGS	HRS \$		1 \$135	2 \$170	4 \$360	2 \$120	9 \$785			\$60	\$845
16. WARRANTY PERIOD INSPECTIONS	HRS \$			2 \$170		2 \$150	4 \$320				\$320
17. CHANGE ORDERS	HRS \$		2 \$270	4 \$340			6 \$610				\$610
TOTAL HRS	2	30	284	16	26	13	371				
TOTAL \$	\$290	\$4,050	\$24,140	\$1,440	\$1,950	\$780	\$32,650	\$2,450	\$1,295	\$1,000	\$37,395

CONSTRUCTION
ADMINISTRATION \$ 37,395
SERVICES TOTAL

ACKNOWLEDGEMENT OF THIS FEE PROPOSAL dated this 13th day of January, 2017, by Calvin R. Twiford, P.E., Project Manager for Inberg-Miller Engineers.

Calvin R. Twiford

Calvin R. Twiford, P.E., Project Manager

RESOLUTION NO. 17-16

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH INBERG-MILLER ENGINEERS, INC., FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE LOWER EASTDALE CREEK CHANNEL IMPROVEMENTS – PHASE 1 PROJECT.

WHEREAS, the City of Casper desires to secure an engineering firm to provide construction administration services for the Lower Eastdale Creek Channel Improvements – Phase 1 Project; and,

WHEREAS, Inberg-Miller Engineers, 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 Inberg-Miller Engineers, Inc., in the amount of Thirty-Seven Thousand Three Hundred Ninety-Five and 00/100 Dollars (\$37,395.00) 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 Thirty-Seven Thousand Three Hundred Ninety-Five and 00/100 Dollars (\$37,395.00).

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

January 31, 2017

TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, Public Services Director 
Alex Sveda, P.E., Associate Engineer
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Professional Services Contract with Golder Associates, Inc.
Preparation of Operations and Maintenance Plan
Closed Balefill Landfill Gas Collection and Control System- Project No. 12-11.

Recommendation:

That Council, by resolution, authorize a Professional Services Contract with Golder Associates, Inc., (Golder), for a total project cost in the amount not to exceed \$23,934, for preparing an operations and maintenance plan for the Landfill Gas Collection and Control System (GCCS) associated with the closed balefill, Project No. 12-11.

Summary:

On October 20, 2015, a landfill remediation agreement was signed and approved by both the City of Casper (City) and the Wyoming Department of Environmental Quality (WDEQ). WDEQ approved the City to install a landfill GCCS as a remedy to cleanup groundwater impacts from the closed landfill. The WDEQ Landfill Remediation Program provides 75% reimbursement for all design and construction costs associated with WDEQ approved groundwater remedies, and operation and maintenance costs for up to ten years after startup of the remedy. WDEQ awarded the City approximately 3.4 million dollars in credit for the remedies installed prior to 2012. The landfill remediation credit is eligible to be used towards the City's 25% responsibility.

City staff plans to hire a consultant to perform the operation and maintenance of the Closed Balefill GCCS through a competitive request for cost proposal method. The Closed Balefill GCCS startup is planned for April 2017 when the construction is complete. To prepare a scope of work for the request for cost proposals (RFP) document, an Operations and Maintenance Plan (OMP) needs to be prepared and included in the RFP.

The objective of the OMP is to provide long-term guidance to operate, monitor, and maintain the constructed GCCS. The OMP will describe the regulatory requirements and general operating guidance to establish and maintain proper GCCS operations, and provide compliance with applicable state and federal regulations. City staff and Wyoming consulting firms are not experienced in the operations and maintenance of landfill gas systems; therefore, requiring procurement of out-of-state contractors with specialized skills and equipment. The constructed GCCS should be consistently operated to meet the following objectives:

1. Collect landfill gas (LFG) from the perimeter of the balefill waste mass to limit LFG migration off site.
2. Collect LFG from interior areas of the waste mass to reduce LFG accumulation and limit LFG emissions through the surface of the balefill.

3. Reduce LFG transport gradients and related groundwater impacts by volatile organic compounds (VOCs).
4. Treat the collected LFG by combustion in accordance with regulatory requirements.
5. Maintain long-term LFG extraction equilibrium by using cost-effective operations that prolong the life of the GCCS components.

Golder designed the Closed Balefill GCCS and is contracted to startup the gas system in April 2017. Golder is intimately familiar with Casper's Closed Balefill GCCS, and they have over 20 years of experience operating and maintaining landfill gas systems. Golder has demonstrated their vast knowledge of design and operation of landfill gas systems and has prepared landfill gas system OMPs for numerous landfill owners in the United States. City staff recommends awarding a contract to Golder to prepare an OMP for the Closed Balefill GCCS, for a total cost of \$23,934.

Project funding will be from FY17 Balefill Fund Reserves, with the State of Wyoming's landfill remediation program will providing 100% reimbursement for the project costs.

The Professional Services Contract and resolution are prepared for Council's consideration.

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. Golder Associates, Inc. 44 Union Boulevard, Suite 300, Lakewood, Colorado 80228 (“Contractor”).

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

RECITALS

A. The City is undertaking a project to prepare a landfill gas collection and control system (GCCS) Operations and Maintenance Plan (OMP) for the closed Balefill GCCS that meets Wyoming Department of Environmental Quality regulatory requirements.

B. The project requires professional services for the preparation of GCCS OMP for the closed Balefill to provide a long-term guidance document for the operation and maintenance of the Balefill GCCS.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

The Contractor shall perform the services in connection with and respecting the project as identified in Exhibit “A,” which is attached hereto and hereby incorporated herein at this point as though fully set forth.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 13th day of February, 2017.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twenty-Three Thousand Nine Hundred Thirty-Four Dollars (\$23,934).

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



Template 7/12/16

Golder Associates GCCS OMP

Page 2 of 10

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

WITNESS:

CONTRACTOR
Golder Associates Inc.

By: _____

By: *[Signature]*

Printed Name: _____

Printed Name: Mark McQuaid

Title: _____

Title: Principal

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. *Scope and limit of Insurance.*

Coverage shall be:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 (or equivalent form) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of One Million Dollars (\$1,000,000) per occurrence; and Two Million Dollars (\$2,000,000) in the aggregate
2. Automobile Liability: Insurance Services Office Form Number CA 0001 (or equivalent form) covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a combined single limit of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits. Employers Liability: One Million Dollars (\$1,000,000) per incident.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit of One Million Dollars (\$1,000,000) per claim; and Two Million Dollars (\$2,000,000) in the aggregate .

C. INTENTIONALLY OMITTED.

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 to the extent of the Contractor's negligence. 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 on the CGL and Auto Liability policies. 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 are the sole responsibility of the Contractor..

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 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 *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*

Unless otherwise approved by the City, 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, but not defend, the City and the City's employees 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, only to the extent directly resulting from negligence of the Contractor and any subcontractor thereof.

F. To the extent permitted by law, the City and the Contractor agree that all liability arising directly or indirectly from this Contract or the Contractor's services shall

expire no later than one (1) year from the date of the Contractor's acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.

- G. The City agrees to limit the liability of the Contractor, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("Contractor Group") to the City and its employees, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from the Contractor's acts, negligence, errors or omissions, such that the total aggregate liability of the Contractor Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or Contractor's total fee for the services rendered under this Contract, whichever is greater.
- H. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential or punitive damages.

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.



December 1, 2016

Project No. 1655423

Ms. Cindie Langston
Public Services Department
City of Casper
200 N. David
Casper, WY 82601

RE: PROPOSAL TO PREPARE A LANDFILL GAS COLLECTION AND CONTROL SYSTEM OPERATIONS AND MAINTENANCE PLAN; CASPER BALEFILL, CASPER, WYOMING

Dear Ms. Langston:

Golder Associates Inc. (Golder) is submitting this proposal to prepare a landfill gas collection and control system (GCCS) Operations and Maintenance Plan (OMP) to the City of Casper (City) per your request. The objective of the OMP is to provide long-term guidance to operate, monitor, and maintain the constructed GCCS. The OMP describes the regulatory requirements and general operating guidance to establish and maintain proper GCCS operations, and provide compliance with applicable regulations. City staff or other system operators are not expected to self-perform all GCCS operations and maintenance noted therein; some procedures will require procuring outside construction or technician contractors with specialized skills and equipment. The constructed GCCS should be consistently operated to meet the following objectives:

1. Collect landfill gas (LFG) from the perimeter of the balefill waste mass to limit LFG migration off site.
2. Collect LFG from interior areas of the waste mass to reduce LFG accumulation and limit LFG emissions through the surface of the balefill.
3. Reduce LFG transport gradients and related groundwater impacts by volatile organic compounds (VOCs).
4. Treat the collected LFG by combustion in accordance with regulatory requirements.
5. Maintain long-term LFG extraction equilibrium by using cost-effective operations that prolong the life of the GCCS components.

1.0 SCOPE OF WORK

The OMP will describe the monitoring and control system objectives and functions and the integrated operations, maintenance, monitoring, and inspection procedures for the subsystems and components. Golder will provide a schedule of routine system operation and maintenance activities. The OMP will have appendices for equipment and material-specific information to be provided by the equipment vendors and manufacturers during procurement, construction, and start-up of the LFG control systems. A typical OMP table of contents is attached.

The OMP will include additional LFG and air monitoring procedures to be performed and documented routinely by the GCCS operator. The monitoring procedures will comply with the routine and contingency monitoring requirements for landfill and air for solid waste landfills under Subtitle D of the Federal Resource Conservation and Recovery Act and equivalent state regulations. Golder will provide sample monitoring schedules and recording forms for documenting and reporting required monitoring data. Golder will prepare a Source Test Plan (STP) to confirm initial emission control performance of the proposed LFG control equipment (if required by the Wyoming Department of Environmental Quality [WDEQ]). The STP will outline

\\16\1655423\000\020\o&m manual 01dec16\1655423 prop-fnl o&m manual for gccs 01dec16 docx

Golder Associates Inc.
44 Union Boulevard, Suite 300
Lakewood, CO 80228 USA
Tel. (303) 980-0540 Fax (303) 985-2080 www.golder.com



Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America

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the methods and equipment to be used to obtain, process, and analyze emissions from the treated discharge exhaust.

Golder will provide digital file versions of the OMP for the City, WDEQ, and other stakeholder reviews at the draft (75%) submittal level. Any review comments will be discussed by teleconference and incorporated into the subsequent revised submittal. One digital copy and two hard copies (one bound and one unbound) of the final work product will be delivered to the City.

2.0 SCHEDULE

The City anticipates publishing a request for proposal in February 2017 for companies who specialize in operation and maintenance (O&M) of GCCSs. Start-up of the GCCS is planned to begin by April 15, 2017. Golder anticipates starting immediately on the OMP upon notice-to-proceed from the City to provide a scope of work for hiring a company to perform the O&M of the GCCS. Golder has assumed that comments can be received from the City and WDEQ within one week of providing the draft, which will be provided by January 31, 2017. Finalization of the OMP will be completed on receipt and incorporation of final comments from the City or other designated agencies and a final is due to the City by February 13, 2017.

3.0 COST ESTIMATE

Golder has developed an estimate of labor hours and costs associated with the scope of work described herein (see attached Table 1). We propose to perform this project on a time-and-materials basis with a not-to-exceed cost \$23,934. The cost estimate provided herein will not be exceeded without the City's prior written approval.

4.0 CLOSING

We sincerely appreciate this opportunity to be of service to the City. If you have any questions, please do not hesitate to contact the undersigned at (303) 980-0540.

Sincerely,

GOLDER ASSOCIATES INC.



Andrew P. Wang, PE
Senior Engineer



Mark McClain, PE
Principal and Practice Leader

Attachments: Table 1 – Cost Proposal Detail
Attachment 1 – GCCS OMP Sample Table of Contents

APW/MEM/ap

TABLE 1
COST PROPOSAL DETAIL

**TABLE 1
COST PROPOSAL DETAIL
CITY OF CASPER - GCCS O&M PLAN**

Denver 2016 Rates	Prin. Consult. LV7	Sr. Engr. LV5	Proj. Engr. LV3	Draft. LD4	Cler. LA2	Total Labor	Comm. Fee ⁽¹⁾	ODC & Expenses (SWPW)	Task Totals
Tasks	\$190	\$170	\$118	\$112	\$79		2.5%		
1 Operation & Maintenance Plan	17	33	76	4	12	\$ 19,204	\$ 480	\$ 4,250	\$ 23,934
Review WDEQ and other requirements	4	4				\$ 1,440	\$ 36		\$ 1,476
Prepare text sections:						\$ -	\$ -		\$ -
Health & Safety		2	4			\$ 812	\$ 20		\$ 832
Site conditions			2			\$ 236	\$ 6		\$ 242
GCCS Master Plan description / sched.			4			\$ 472	\$ 12		\$ 484
GCCS component descriptions		1	3			\$ 524	\$ 13		\$ 537
General LFG procedures		1	3			\$ 524	\$ 13		\$ 537
GCCS monitoring and adjustment		1	4			\$ 642	\$ 16		\$ 658
GCCS routine maintenance		1	3			\$ 524	\$ 13		\$ 537
Condensate collection procedures			3			\$ 354	\$ 9		\$ 363
LFG flare station procedures		1	4			\$ 642	\$ 16		\$ 658
Flare source test plan		1	4			\$ 642	\$ 16		\$ 658
LFG migration and emissions monitoring		1	3			\$ 524	\$ 13		\$ 537
WDEQ EMP requirements		1	3			\$ 524	\$ 13		\$ 537
WDEQ Remedial System Evaluation		1	3			\$ 524	\$ 13		\$ 537
Schedule summary tables		1	4			\$ 642	\$ 16		\$ 658
Spare parts lists and sources		1	4			\$ 642	\$ 16		\$ 658
Prepare monitoring forms		1	3			\$ 524	\$ 13		\$ 537
Prepare figures		1	2	4		\$ 854	\$ 21		\$ 875
Compile OMP (DVD, 75%)	4	8	8		2	\$ 3,222	\$ 81		\$ 3,303
Revisions & Compile OMP (DVD, 95/100%)	2	4	8		2	\$ 2,162	\$ 54		\$ 2,216
Printing 5 Hard Copies (Final)		2	4		8	\$ 1,444	\$ 36	\$ 250	\$ 1,730
5.0% Project management (% of task labor hours)	7					\$ 1,330	\$ 33		\$ 1,363
Peak (40 hrs review & comment)						\$ -	\$ -	\$ 4,000	\$ 4,000
Totals:	\$ 3,230	\$ 5,610	\$ 8,968	\$ 448	\$ 948	\$ 19,204	\$ 480	\$ 4,250	\$ 23,934

Notes:

1). Communication fee will be billed at 2.5% of the labor costs and includes phone, facsimile, mail, overnight deliveries, and photocopies.



ATTACHMENT 1
GCCS OMP SAMPLE TABLE OF CONTENTS



LFG COLLECTION AND CONTROL SYSTEM OPERATION & MAINTENANCE PLAN (SAMPLE)

Casper Balefill

Submitted To: City of Casper

Submitted By: Golder Associates Inc.

April 2015

Proposal No. P1521807

**A world of
capabilities
delivered locally**



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RESOLUTION NO. 17-17

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH GOLDER ASSOCIATES, INC., FOR PREPARING AN OPERATIONS AND MAINTENANCE PLAN FOR THE CLOSED BALEFILL GAS COLLECTION AND CONTROL SYSTEM.

WHEREAS, the City of Casper desires to enter into a professional services contract with Golder Associates, Inc., for preparing an operations and maintenance plan for the Closed Balefill's Landfill Gas Collection and Control System (GCCS), Project No. 12-11; and,

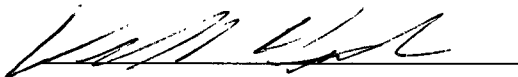
WHEREAS, Golder Associates, Inc., is ready and willing to provide these services.

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, the Contract for Professional Services with Golder Associates, Inc., for the services more specifically delineated in the Professional Services Agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in an amount not to exceed Twenty-Three Thousand Nine Hundred Thirty-Four Dollars (\$23,934.00).

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

January 23, 2017

MEMO TO: V.H. McDonald, City Manager 

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

SUBJECT: Amendment No. 1 to the Professional Services Contract with Civil Engineering Professionals, Inc., for the East 21st Street Improvements, Project No. 15-64

Recommendation:

That Council, by resolution, authorize Amendment No. 1 with Civil Engineering Professionals, Inc. (CEPI), for additional construction administration services for the East 21st Street Improvements, Project No. 15-64, in an amount not to exceed \$58,897.55, for a total contract price of \$226,897.55.

Summary:

CEPI is currently under contract for design and construction administration services for the East 21st Street Improvements, Project No. 15-64. The street section runs from McKinley Street on the west end to Beverly Street on the east end. The project includes providing design services for street reconstruction, water main replacement, concrete curbwalk and valley gutter replacement, addition of new concrete ADA ramps and truncated dome mats, and traffic sign modifications as necessary. Construction administration services for the project include construction observation and inspection by a resident engineer and a technician. These duties include inspection of the installation, reviewing and preparing construction pay estimates, preparing record drawings showing actual as-constructed conditions of the project, meetings with the Owner and contractor, and reviewing and approval of shop and material product data.

The scope of work set forth in the Request for Proposals included, among other things, 2,000 lineal feet of waterline replacement, no sanitary sewer replacement, only mill/overlay technique for street reconstruction and an estimated construction cost of \$1,100,000. These were the primary basis for CEPI's price proposal of \$168,000. During design review, City staff requested an additional 1,860 lineal feet of waterline be replaced, replacement of 400 lineal feet of sanitary sewer main, and approximately two blocks of full depth street reconstruction to successfully complete the project. The construction contract was then awarded for \$1,488,713. These design additions did not significantly impact CEPI's design budget, but resulted in significant additional hours for construction administration. CEPI had not requested any price increase on their contract to date because they hoped the speed of construction might be exceptional and limit the time required for construction administration. However, construction has progressed at a more typical pace, and the project will extend into the spring of 2017.

CEPI has provided a fee of \$58,897.55 for the additional construction administration work, including construction staking, inspection, and weekly progress meetings. The Engineering Office has reviewed CEPI's amendment proposal and finds it in order. Funding for this

amendment will be from Water Fund and Sewer Fund Reserves allocated in FY16, and Optional One Cent #14 funds allocated for collector and arterial streets.

The Amendment and resolution are prepared for Council's consideration.

AMENDMENT NO. 1
TO THE
CONTRACT FOR PROFESSIONAL SERVICES
WITH THE
CITY OF CASPER
FOR ADDITIONAL ENGINEERING SERVICES
FOR THE
EAST 21ST STREET IMPROVEMENTS
PROJECT NO. 15-64

The City of Casper, Owner, hereby authorizes Amendment No. 1 to the Contract for Professional Services with Civil Engineering Professionals, Inc. for the East 21st Street Improvements, Project No. 15-64, dated February 7, 2017, to extend the amount of compensation to the Engineer by a sum not to exceed Fifty-Eight Thousand Eight Hundred Ninety-Seven and 55/100 Dollars (\$58,897.55), and to extend the contract deadline from December 16, 2016 to June 30, 2017. The total amount of compensation for the contract, including this Amendment, shall not exceed Two Hundred Twenty-Six Thousand Eight Hundred Ninety-Seven and 55/100 Dollars (\$226,897.55) without written approval from the Owner.

It is agreed that the increase in the cost ceiling shall be reasonable compensation for performing additional construction administration services, as discussed in a letter from the Engineer to the Owner dated December 21, 2016, attached hereto and marked as Exhibit "A."

Amendment No. 1, as described herein, is agreed to and accepted by the parties executing below:

For the Owner, the City of Casper,

dated this _____ day of _____, 2017.

By: _____
Kenyne Humphrey

Title: Mayor

Attest: _____
Tracey L. Belser

Title: City Clerk

For the Engineer, Civil Engineering Professional, Inc.,

dated this 20th day of JANUARY, 2017.

By: Robert Bennett

Title: PRESIDENT

Attest: Don Hult

Title: Office Manager



December 21st, 2016

Mr. Scott Baxter
City Engineering Department
200 N. David
Casper, WY 82601

Re: East 21st Street Improvements Project – Engineering Contract Amendment

Dear Scott:

Civil Engineering Professionals, Inc. would like to formally request an amendment to our engineering contract on the referenced project. We are requesting additional fees for the additional inspection time that has been necessary on this project.

We have evaluated our inspection time and the original RFP and then the final scope of work. I would like to summarize those items below for your consideration on a contract amendment for the 21st Street Project:

RFP

1. The original RFP estimated approximately 2,000 feet of water main and no sanitary sewer work was outlined.
 - a. During the design phase the water line quantity for the 8", 12", and 16" main increased to 3,860'.
 - b. There was 400' of sanitary sewer work added to the project during the design phase, also.
 - c. Estimated Construction Cost for the entire project was \$1.1 million and it is projected to have a final cost of \$1,525,000 +/-.

2. The roadway work was originally set up to be a resurfacing project with a mill and overlay scenario.
 - a. After the geotechnical investigation, one section of roadway work was required to be reconstructed from McKinley Street to Jackson Street, as well as several more isolated areas of reconstruction work developed during the construction of the project.
 - b. There was also additional concrete sidewalk and driveway work added to the project during construction from the design work.

All of these items added time to the project from the original estimate of our inspection time. It extended the construction time for the project and therefore increased our inspection time in the field.

Original Estimate of Inspection Time vs. Actual Time spent on the project.

1. Our original manpower estimated 650 hours of inspection time for the project.
 - a. At the end of September, when we reached our contract amount, the number of inspection hours we had accumulated was 823.5 hours.
 - b. At the end of November, when the project was shut down and suspended for the winter we had another 261 hours of inspection time alone plus other expenses with testing, vehicles, and project management.
2. Our original design fee was \$65,200 for the \$1,488,713.00 contract amount which equates to 4.4%.
3. Our original Construction Administration fee was \$94,900.00 which is approximately 6.4% of the construction contract amount.
4. Our original total engineering fee was approximately 15.3% of the projected construction cost of \$1.1 million.
5. The Contractor has worked continuously since the beginning of the project in May of 2016.
6. We feel there is 4-6 weeks of construction work remaining requiring full time inspection services.

The following is a breakdown of the work since we reached the original engineering contract amount at the end of September, which includes the work from October to the end of November 2016 and then the estimated amount of time and expenses to complete the project:

Description	Hourly Rate	Hours	Expenses	Total Cost
Oct. - Nov. 2016				
Engineering Tech	\$75	261	\$1,615.80 (Vehicle)	\$21,190.80
Design Engineer	\$110	15		\$1,650
Project Engineer	\$130	8	\$1,516.75 (Materials Testing)	\$2,556.75
Estimated Time 2017 (6 Weeks Full Time)			Sub Total	\$25,397.55
Engineering Tech	\$75	300	\$1,800.00 (Vehicle)	\$24,300.00
Design Engineer	\$110	30		\$3,300.00
Project Engineer	\$130	30	\$2,000.00 (Materials Testing)	\$5,900.00
			Subtotal	\$33,500.00
			Total Cost	\$58,897.55



We are requesting consideration for the additional inspection time and expenses we have incurred and will incur next year. We also propose to extend our contract to June 30th, 2017. This is mainly due to the fact the construction time has been longer than the original scope of the project. The contractor has worked constantly on the project and we have had a presence on the project from the beginning and will continue to see this through to the end. We generally do not come back to the city for contract amendments as we consider the city a very valuable client and we usually feel we can make it work out with the changes balancing out. This however has grown beyond what we can handle at this time and that is why we are requesting a contract amendment for our construction administration services increase. Please review this information and if you have any questions or concerns please contact me.

Sincerely,

Civil Engineering Professionals, Inc.



Robert Bennett, PE
Project Engineer



RESOLUTION NO.17-18

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC. FOR THE CONSTRUCTION ADMINISTRATION OF THE EAST 21ST STREET IMPROVEMENTS, PROJECT NO. 15-64.

WHEREAS, Civil Engineering Professionals, Inc., under a contract for professional services dated January 5, 2015, is providing design and construction administration services for the East 21st Street Improvements Project; and,

WHEREAS, additional engineering services outside the original scope of work are required for construction administration services; and,

WHEREAS, the City of Casper desires to extend the scope of work with Civil Engineering Professional, Inc., to provide these additional services; and,


WHEREAS, Civil Engineering Professionals, Inc., is able and willing to provide those services as specified in Amendment No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the contract for professional services between the City of Casper and Civil Engineering Professionals, Inc., for additional construction administration services associated with the East 21st Street Improvements, in the amount of Fifty-Eight Thousand Eight Hundred Ninety-Seven and 55/100 Dollars (\$58,897.55).

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 an additional amount not to exceed Fifty-Eight Thousand Eight Hundred Ninety-Seven and 55/100 Dollars (\$58,897.55), for a total contract amount of Two Hundred Twenty-Six Thousand Eight Hundred Ninety-Seven and 55/100 Dollars (\$226,897.55).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

January 23, 2017

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Cindie Langston, Solid Waste Division Manager
Ethan Yonker, E.I.T., Associate Engineer

SUBJECT: Wyoming Earthmoving Corporation
Casper Regional Landfill (CRL) Litter Fence, Project No. 16-037

Recommendation:

That Council, by resolution, authorize an agreement with Wyoming Earthmoving Corporation, for the CRL Litter Fence, Project No. 16-037, in the amount of \$114,999.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$11,500.00, for a total project amount of \$126,499.00.

Summary:

On Tuesday, January 17, 2017, Eleven (11) bids were received from contractors to perform earthwork and furnish and install approximately 3,000 lineal feet of 6' tall chain-link fencing. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Wyoming Earthmoving Corp.	Rozet, Wyoming	\$114,999.00
SWi, LLC	Powell, Wyoming	\$135,058.00
JW Services	Sundance, Wyoming	\$137,162.50
Andreen Hunt Const., Inc.	Mills, Wyoming	\$140,600.00
JTL dba Knife River, Inc.	Casper, Wyoming	\$163,138.00
Treto Construction, LLC	Casper, Wyoming	\$168,450.00
Installation and Service Co., Inc.	Mills, Wyoming	\$188,735.00
Recycled Materials, LLC	Casper, Wyoming	\$193,200.00
71 Construction	Casper, Wyoming	\$203,371.00
Hout Fencing of Wyoming, Inc.	Worland, Wyoming	\$205,874.00
Spur Construction, LLC	Mills, Wyoming	\$209,816.28

By State Statute, all in-state bidders receive a five percent (5%) bid preference. As the low bid was received from an in-state Contractor, no bid preference was granted.

Work is scheduled to be completed by July 7, 2017. The estimate prepared by the City of Casper Engineering Department was \$226,950.00.

Funding for this project will be from Balefill Fund Reserves.

The Agreement and resolution are prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Wyoming Earthmoving Corporation, P.O. Box 454, Rozet, Wyoming 82727, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to perform grading/earthmoving and installation of approximately 3,000 feet of 6' tall chain-link fence; and,

WHEREAS, Wyoming Earthmoving Corporation, is able and willing to provide those services specified as the CRL LITTER FENCE, Project 16-037.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the CRL LITTER FENCE, Project 16-037.

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.

Work will be considered substantially complete when all demolition, grading, and installations are complete. Final completion will be granted upon completion of a walk through with Owner's Representative, completion of punchlist, clean up of work site, and de-mobilization.

- 3.1 All earth work, fencing, and seeding 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 7, 2017. Substantial Completion shall include all Work required to make the project operational for its intended use including all paving and concrete work associated with the street, curb, and gutter.
- 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 Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Fourteen Thousand Nine Hundred Ninety-Nine and 00/100 Dollars (\$114,999.00), 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. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction 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 completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price 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.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

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 Exhibit "A" - Bid Form (BF1 through BF4) and Bid Schedule (BS-1) inclusive.
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 1 .
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).

- 8.12 Technical Specifications, consisting of six (6) sections.
- 8.13 Special Provisions, consisting of one (1) section; (01810)
- 8.14 Contract Drawings, consisting of six (6) sheets
- 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 3.4 and 3.5 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 Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The Owner specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

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

DATED this _____ day of _____, 2017.

APPROVED AS TO FORM:
(CRL LITTER FENCE, Project 16-037)

Walter Trent

ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Tracey L. Belser

Title: City Clerk

CONTRACTOR:

Wyoming Earthmoving Corporation

By: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: _____

Kenyne Humphrey

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
 CRL LITTER FENCE,
 Project 16-037

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 7, 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> 1/11/2017 </u>
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: \$ 114,999.00

TOTAL BASE BID, IN WORDS: One-hundred fourteen thousand nine-hundred ninety-nine 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: Wyoming Earthmoving Corporation
P.O. Box 454
Rozet, WY. 82727

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 January 16, _____, 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

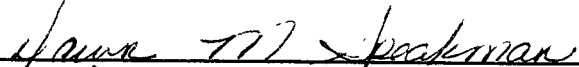
By: Wyoming Earthmoving Corporation (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By:  (seal)
David Wise

(Title) President

(Seal)

Attest: 
Dawn M. Speakman

Business Address: P.O. Box 454
Rozet, WY. 82727

Phone Number: (307) 257-1441

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
CRL LITTER FENCE
Project 16-037
January 17, 2017
Casper, Wyoming
(Addendum #1)

Contractor shall furnish and install items 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 Specifications and Drawings are to be considered incidental and merged with costs of other related bid items.

LS=Lump Sum, SY = Square Yards, LF = Linear Foot, EA = Each, CY = Cubic Yard

Bid Schedule

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization and Bonding	1	LS	\$ 11,270.00	\$ 11,270.00
2	Stripping and Removing Vegetation	3700	SY	\$ 1.25	\$ 4,625.00
3	Loading, Hauling, and Compacting Select Fill	10000	CY	\$ 1.95	\$ 19,500.00
4	F&I Grading W Base	500	CY	\$ 36.00	\$ 18,000.00
5	Load, Haul, and Rake Compost into Disturbed Slopes	100	CY	\$ 37.80	\$ 3,780.00
6	Broadcast Seeding	10000	SY	\$.18	\$ 1,800.00
7	F&I Western Excelsior CC-4 Erosion Control Fabric	3700	SY	\$ 1.92	\$ 7,104.00
8	F&I 6' Tall Chain-link Fencing	3000	LF	\$ 9.64	\$ 28,920.00
9	F&I 6' Tall 10' Wide Swing Gate	2	EA	\$ 5,000.00	\$ 10,000.00
10	F&I 6' Tall 25' Wide Roller Gate	2	EA	\$ 5,000.00	\$ 10,000.00
				Total Base Bid	\$ 114,999.00

• **TOTAL BASE BID IN WORDS:**

One-hundred fourteen thousand nine-hundred ninety-nine dollars.

This bid submitted by: _____ Corporation
 (Individual, partnership, corporation, or joint venture name)

RESOLUTION NO.17-19

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WYOMING EARTHMOVING CORPORATION, FOR THE CASPER REGIONAL LANDFILL LITTER FENCE, PROJECT NO. 16-037

WHEREAS, the City of Casper desires to perform grading/earthmoving and installation of approximately 3,000 feet of 6' tall chain-link fence; and,

WHEREAS, Wyoming Earthmoving Corporation, is able and willing to provide those services specified as the CRL Litter Fence, Project No. 16-037; 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 Eleven Thousand Five Hundred Dollars (\$11,500.00) 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 Wyoming Earthmoving Corporation, for the CRL Litter Fence, Project No. 16-037, in the amount of One Hundred Fourteen Thousand Nine Hundred Ninety-Nine and 00/100 Dollars (\$114,999.00).

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 an amount not to exceed One Hundred Fourteen Thousand Nine Hundred Ninety-Nine and 00/100 Dollars (\$114,999.00), and Eleven Thousand Five Hundred and 00/100 Dollars (\$11,500.00) for a construction contingency account, for a total price of One Hundred Twenty-Six Thousand Four Hundred Ninety-Nine and 00/100 Dollars (\$126,499.00).

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 Eleven Thousand Five Hundred Dollars (\$11,500.00), 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.

(Resolution - CRL Litter Fence, Project No. 16-037)

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

January 27, 2017

TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Alex Sveda, P.E., Associate Engineer
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Amendment No. 1 to Professional Services Contract with Golder Associates
Bidding, Construction Support and Startup for Landfill Gas Collection and
Control System- Project No. 12-11.

Recommendation:

That Council, by resolution, authorize Amendment No. 1 to the Professional Services Contract with Golder Associates, Inc., (Golder), for an increase of \$19,236, for a total project cost in the amount not to exceed \$84,744, for bidding, construction support, and startup of a Landfill Gas Collection and Control System (GCCS) associated with the closed balefill, Project No. 12-11.

Summary:

In early 2012, City staff solicited proposals from firms knowledgeable about the design of landfill gas collection and control systems (GCCS). Golder has designed numerous landfill GCCS systems throughout the United States and was selected based on their qualifications. A contract was awarded to Golder on April 19, 2012 in the amount of \$218,110 to design a landfill GCCS associated with the closed Balefill. The contract included bid support, assistance with construction and start-up assistance.

In 2014, Golder completed construction drawings and bid support for the landfill GCCS system, and the City received several construction bids in early 2015. Because a landfill remediation agreement was not signed by the State of Wyoming to provide funding for the construction of the landfill GCCS, the bids were rejected. A landfill remediation agreement was finally signed and approved by both the City of Casper and WDEQ on October 20, 2015. The Golder contract was closed so a new contract could be awarded after the landfill remediation agreement was finalized to provide bidding support on a second bid process.

On April 19, 2016, Golder was awarded a new contract to provide bidding support (for the second bid), construction assistance, and GCCS startup for a total contract cost of \$65,508. The lowest bidder for the construction bid did not meet the pre-qualifications, thus requiring additional work for Golder. Additional time was spent reviewing supplemental submittals, performing reference checks, and attending the Council meeting where the construction contract was awarded, resulting in a cost overrun of \$1,648.

Assisting the City with construction activities has taken significantly more time than anticipated primarily due to waste settlement that occurred between the end of design and the beginning of construction services, approximately four (4) years. This has required additional re-design efforts

to field-fit the GCCS header and lateral piping to achieve proper elevations and relocation of in-line and remote condensate pumps. An additional \$17,588 is needed for construction assistance.

On November 8, 2016, WDEQ approved the City to amend Golder's contract to increase the budget by \$19,236, for a total project cost of \$84,744. Staff recommends awarding an amendment to Golder's professional services contract to increase the total project cost from \$65,508 to \$84,744.

Project funding is from FY17 Balefill Fund Reserves, and the State of Wyoming's landfill remediation program will provide 100% reimbursement for the project costs.

The Amendment and resolution are prepared for Council's consideration.

**AMENDMENT NO. 1 TO THE "CONTRACT
FOR PROFESSIONAL SERVICES" WITH GOLDER ASSOCIATES, INC.**

This Amendment to the "Contract for Professional Services" with Golder and Associates, Inc., dated April 19, 2016 ("Amendment") is entered into on this ____ day of _____, 2017, by and between the following parties:

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

2. Golder Associates, Inc., 44 Union Boulevard, Suite 300, Lakewood, Colorado 80228 (Contractor).

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

RECITALS

A. On April 19, 2016, the City and Contractor entered into a *Contract for Professional Services* ("Contract") for the preparation of a construction bid package, construction support, and start of the landfill Gas Collection and Control System (GCCS).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein at this point, as if fully set forth as part of this Amendment.

2. AMENDMENT TO PART I - AGREEMENT, 1. SCOPE OF SERVICES

The Scope of Services as set forth in Section 1 of the Contract is hereby amended to add the following additional scope of services to Tasks 2 and 3 for completion by the Contractor:

The following additional tasks are hereby added to "Task 2 – Provide Assistance During Bidding":

- Correspond with Bidders, post-bid, regarding prequalification requirements.
- Attend Casper City Council meeting and present Engineer's recommendation for award to Casper City Council."

The following additional tasks are hereby added to "Task 3 – Assistance During Construction":

- Provide modifications, details, descriptions and other Engineering support to Contractor regarding necessary field adjustments to:
 - The designed alignment and profile of HDPE landfill gas piping, fittings and valves.
 - The designed elevations of condensate sumps.
 - The designed drilling depths of landfill gas and soil vapor extraction wells."

3. AMENDMENT TO PART I – AGREEMENT, SECTION 3. COMPENSATION.

Section 3 of the Contract regarding "Compensation" is hereby deleted from the Contract in its entirety along with Exhibit "A" as referenced therein, said Section being replaced with the following new language, as follows:

"In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with Paragraph 1, not to exceed a lump sum of Eighty-Four Thousand Seven Hundred Forty-Four Dollars (\$84,744) as specified in Exhibit A-1 attached hereto."

4. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

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

--THIS SPACE INTENTIONALLY LEFT BLANK--

APPROVED AS TO FORM:

[Handwritten Signature]

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
Clerk

Kenyne Humphrey
Mayor

WITNESS:

CONTRACTOR
Golder Associates

By: _____

By: [Handwritten Signature]

Printed Name: _____

Printed Name: MARK McCLAIN

Title: _____

Title: PRINCIPAL

Exhibit A-1: Amendment 1 additional work related to the Casper Balefill GCCS Assistance during Bidding, and Construction Assistance

				Task 2	Task 3	
	Hourly Rate	Total Hours	Total Cost	Assistance During Bidding	Assistance During Construction	
PERSONNEL				Additional Fees Incurred To Date	Additional Fees Incurred To Date	Additional Fees Through Project Completion
PROFESSIONAL PERSONNEL						
Project Director	\$180.00	14	\$2,520	0	12	2
Senior Engineer	\$158.00	48	\$7,584	0	16	32
Senior Project Scientist/Engineer	\$135.00	12	\$1,620	7	5	0
Project Engineer	\$110.00	58	\$6,380	0	39	19
Staff Scientist/Engineer	\$95.00	0	\$0	0	0	0
TOTAL ENGINEERING COST		132	\$18,104	\$945	\$9,653	\$7,506
SUPPORT PERSONNEL						
CAD/GIS	\$85.00	0	\$0	0	0	0
Clerical/Word Processing	\$70.00	3	\$210	3	0	0
TOTAL SUPPORT COST		3	\$210	\$210	\$0	\$0
DIRECT JOB COSTS			Total Cost	Cost	Cost	Cost
Per Diem (\$51/day) and Hotel (allow \$89/day)			\$140	\$140	\$0	\$0
Office supplies, mailing (2.5% of labor)** ~600 miles, <3/4 ton truck, @ \$ 0.54/mile			\$458	\$29	\$241	\$188
TOTAL DIRECT COST			\$324	\$324	\$0	\$0
			\$922	\$493	\$241	\$188
TOTAL ADDITIONAL PROJECT COST WITH AMENDMENT NO. 1			\$19,236	\$1,648	\$9,894	\$7,694
ORIGINAL PROJECT COST			\$65,508			
TOTAL PROJECT COST WITH AMENDMENT NO. 1			\$84,744			

NOTE: ALL COST MUST MEET THE LANDFILL REMEDIATION PROGRAM ELIGIBILITY REQUIREMENTS
 ** THE COMMUNICATIONS FEE IS A STANDARD BILLING PRACTICE OF GOLDER ASSOCIATES INC.



RESOLUTION NO.17-20

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE "PROFESSIONAL SERVICES CONTRACT" WITH GOLDER ASSOCIATES, INC. FOR BIDDING SUPPORT, CONSTRUCTION SUPPORT AND SYSTEM START-UP OF THE CLOSED BALEFILL GAS COLLECTION AND CONTROL SYSTEM.

WHEREAS, , the City and Golder Associates, Inc. (the "Contractor") entered into a *Contract for Professional Services* ("Contract") on April 19, 2016 for the preparation of a construction bid package, construction support, and system start-up for the City's landfill Gas Collection and Control System (GCCS, Project No. 12-11); and,

WHEREAS, the City of Casper desires to amend the Contract to provide for additional tasks to be completed by the Contractor for this project for which the Contractor is ready and willing to provide these additional services; and,

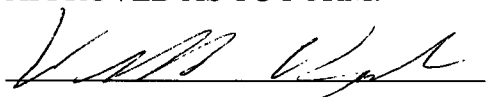
WHEREAS, an amendment to the Contract has been prepared by the parties to provide for these additional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, "Amendment No. 1 to the Contract for Professional Services with Golder Associates, Inc.," for the services more specifically delineated in this amendment.

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 Eighty-Four Thousand Seven Hundred Forty-Four Dollars (\$84,744.00).

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

January 10, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Assistant City Manager/Community Development Director 
Joy Clark, Community Development Technician 

SUBJECT: Minute Action authorizing the Mayor to sign a letter of support for a Wyoming Community Development Authority (WCDA) tax credit application for the proposed Fairground Trails Residentials senior citizen apartments.

Recommendation:

That Council, by minute action, authorize the Mayor to sign a letter of support for a WCDA tax credit application for the proposed Fairgrounds Trail Residentials senior citizen apartment complex, to be located on the corner of Fairgrounds Road and Casper Street.

Summary:

Grimshaw Investments, out of Sheridan, Wyoming, (Fairgrounds Trail, LLC.) is applying for Low Income Housing Tax Credits from the Wyoming Community Development Authority (WCDA) for the potential construction of a 70-unit, affordable senior housing apartment complex, consisting of one (1) building, to be known as Fairgrounds Trail Residentials. The site of the proposed Fairgrounds Trail Residentials is located at the corner of Fairgrounds Road and Casper Street, generally south of the Central Wyoming Fairgrounds. According to the applicant, the apartments are intended to serve senior citizens at or below 30%, and up to 50%, of the area median income.

It is customary when applying for tax credits from WCDA to obtain letters of support from multiple sources in the community, including the City of Casper, in order to bolster their chance of success in the competitive tax credit award process. Whether the City is in a “boom” or a “bust” cycle, there is always a need for quality affordable housing for senior citizens. This need was also identified as a critical issue in the 2016 Boomer Study that the City of Casper completed.

A letter of support and the letter of request from the applicant have been included for the City Council’s review and consideration.

GRIMSHAW INVESTMENTS LLC, * 39 E 1st Street * Sheridan WY 82801

City of Casper

200 N David

Casper WY 82601

Attn: Mayor Humphrey

Stephen Grimshaw dba: FAIRGROUNDS TRAIL LLC hereby request a letter of support from Mayor Humphrey City of Casper.

FAIRGROUNDS TRAIL LLC., will be submitting a request for LIHTC, HOME funds & NHTF funds for the development of (70) affordable rental housing units specifically set aside for seniors age 55 years and older. The unit mix will consist of:

14 - One Bedroom Units @ 30% AMI with net rents @ \$ 394. / Month

21 - One Bedroom Units @ 40% RENTS / 45% AMI with net rents @ \$ 525. / Month

19 - One Bedroom Units @ 45% RENTS / 50% AMI with net rents @ \$ 591. / Month

2 - One Bedroom Units @ 50% RENTS / 55% AMI with net rents @ \$ 657. / Month

1 - Two Bedroom Units @ 30% AMI with net rents @ \$ 493. / Month

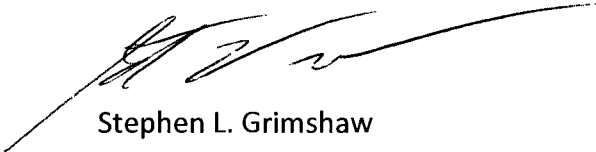
6 - Two Bedroom Units @ 40% RENTS / 45% AMI with net rents @ \$ 657. / Month

6 - Two Bedroom Units @ 45% RENTS / 50% AMI with net rents @ \$ 739. / Month

All unit rents include utilities.

The site is currently zoned C-2 and will be re-platted in full by January 18th 2017.

Best Regards,



Stephen L. Grimshaw



COMMUNITY DEVELOPMENT
DEPARTMENT

CITY OF CASPER

200 North David Street
Casper, WY 82601-1862
Phone: (307) 235-8241
Fax: (307) 235-8362
www.casperwy.gov

January 10, 2017

Mr. Stephen L. Grimshaw
Grimshaw Investments, LLC
39 East 1st
Sheridan, WY 82801

RE: Proposed Fairgrounds Trails Apartments

Dear Mr. Grimshaw:

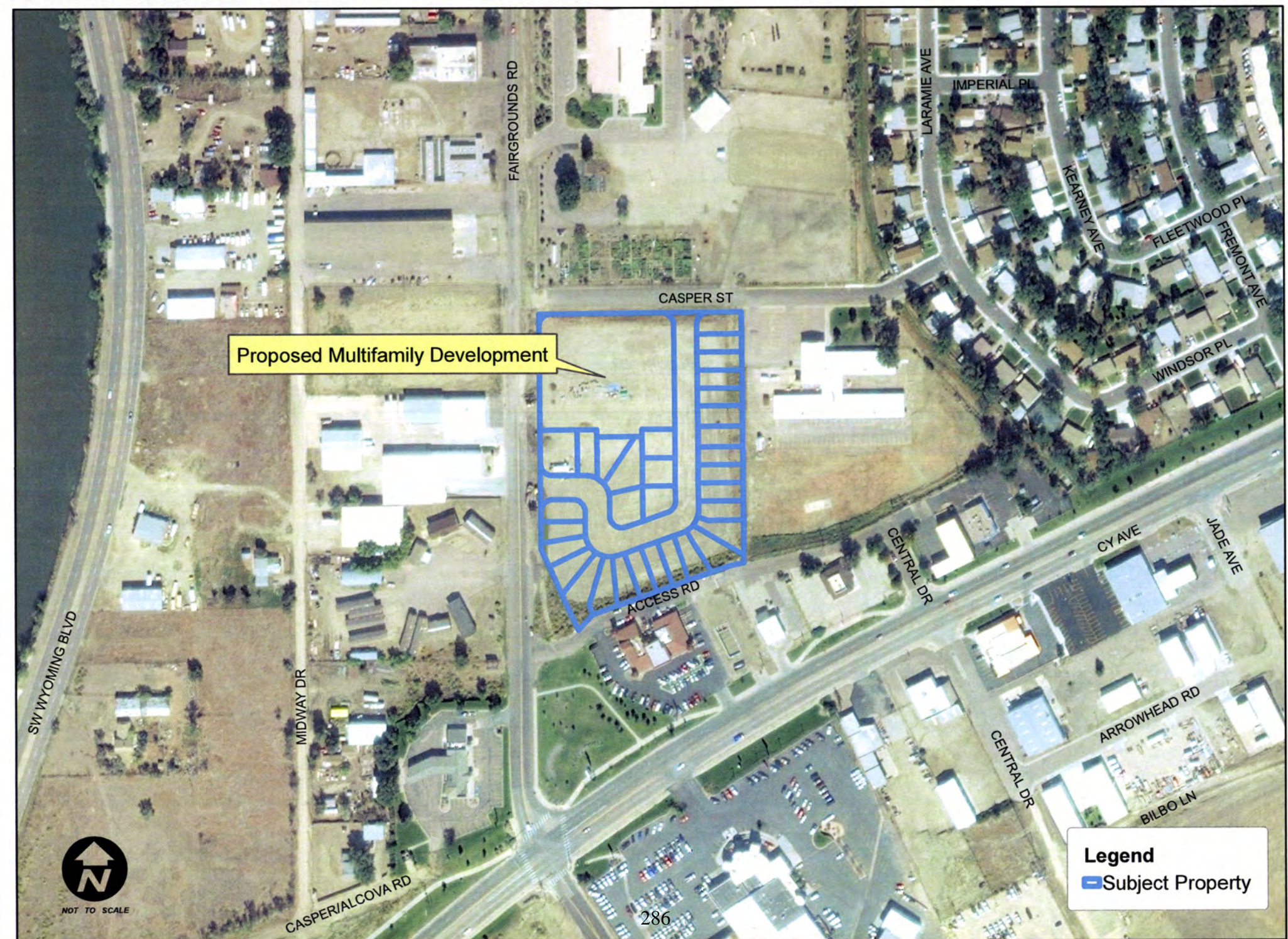
Please accept this letter as enthusiastic and wholehearted support for the proposed multi-family residential development to be known as Fairgrounds Trails Apartments. It is my understanding that Grimshaw Investments, LLC will be applying for Low Income Housing Tax Credits from the Wyoming Community Development Authority (WCDA). Quality affordable housing is a perpetual need in the City of Casper, and your proposed project will assist with the alleviation of some of the overwhelming demand by serving senior citizens in the 30%-50% range of the area median income. Furthermore, the project is supported by several of the goals and visions of the Casper Area Comprehensive Land Use Plan, such as encouraging infill, providing adequate, safe and well-served housing for all age groups and populations in Casper, and encouraging the distribution of affordable housing in order to achieve a diversified community. Whether Casper's economy is in a "boom" or a "bust" cycle, there will always be a need for quality affordable housing; therefore, I would like to applaud you for providing an indispensable commodity for our community!

Please let me know if there is anything the City can do to assist you further.

Best Regards,

Kenyne Humphrey
Mayor of the City of Casper, Wyoming

Fairgrounds Home Addition





Proposed Multifamily Development

Legend
■ Subject Property



286

January 30, 2017

MEMO TO: V.H. McDonald, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: Appointment of Members to the Casper Historic Preservation Commission

Recommendation:

That Council, by minute action, appoint Maureen M. Lee to a three (3) year term expiring December 31, 2019 and reappoint Frank "Pinky" Ellis to a three (3) year term expiring December 31, 2019.

Summary:

Pursuant to Section 2.40 of the Casper Municipal Code pertaining to the Historic Preservation Program, it is required that there be eleven (11) members, and each member shall serve three (3) year terms. There are currently no term limits for members of the Casper Historic Preservation Commission. The appointments are voluntary positions.


Public notice of the openings was published in the Casper Star-Tribune and Casper Journal, with a request to submit a letter of interest to the Planning Division. Three (3) letters of interest were received. The City Council directed the Commission to nominate two (2) candidates to fill two (2) vacant positions. At the January 9th meeting, the Commission nominated Maureen M. Lee and Frank "Pinky" Ellis.

The recommendation is to appoint:

- Maureen M. Lee – 3 year term, 1st term
- Frank "Pinky" Ellis – 3 year term, 4th term

February 3, 2017

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, Public Services Director 
Doug Follick, Leisure Services Director
Carolyn Griffith, Recreation Manager

SUBJECT: Reallocation of capital funds from the Reconstruction of Mike Sedar Pool to the installation of a cover for the Mike Sedar Pool

Recommendation:

That Council, by minute action, approve the reallocation of capital funds from the Reconstruction of Mike Sedar Pool to the installation of a pool cover for the Mike Sedar Pool.

Summary:

The reconstruction of Mike Sedar Pool was completed and opened to the public last spring. Also completed with this funding source was the reconstruction of the parking lot, which was completed last fall. Upon completion of these projects, a balance of just over \$102,000 remains of the original budget.

Staff is requesting to utilize up to \$60,000 of this balance to install a cover for the pool. 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 its appearance. The cover on the pool would not only protect the pool surface from gathering debris over the winter time, but would also prevent access to the pool should kids or adults jump the perimeter fence.