

REGULAR COUNCIL MEETING
 Tuesday, January 17, 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
191
72

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JANUARY 3, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JANUARY 11, 2017
4. CONSIDERATION OF BILLS AND CLAIMS
5. BRIGHT SPOTS IN OUR COMMUNITY
 - A. Chamber of Commerce Leadership Casper Class – Proclamation
 - B. Big Brothers and Big Sisters - Proclamation
6. ESTABLISH DATE OF PUBLIC HEARINGS
 - A. Consent
 1. Establish February 7, 2017, as the Public Hearing Date for Consideration of:
 - 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.
7. PUBLIC HEARINGS
 - A. Ordinance
 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.
8. THIRD READING ORDINANCE
 - A. Consent
 1. **Vacation and Replat** Creating the **Fairgrounds Home Addition**, Generally Located at the Southeast Corner of Fairgrounds Road.

2015 Goals		
Downtown	Infrastructure	Recreation

9. RESOLUTIONS

A. Consent

1. Authorizing Agreement with **Hedquist Construction, Inc.**, in the Amount of \$55,575, for the **Eastdale Creek Channel Repair at Wisconsin Street.**
2. Authorizing Agreement with **Treto Construction**, in the Amount of \$311,207.85, for the **Solid Waste Facility Renovation and Recycle Depot Landscaping Project.**
3. Authorizing Agreement with **Terracon Consultants, Inc.**, in the Amount of \$26,944, for the **Casper Regional Solid Waste Facility Air Emissions Monitoring and Reporting, and Casper Regional Solid Waste Facility and Casper Service Center Stormwater and Spill Response Management Project.**
4. Authorizing Amendment No. 1 to the Agreement with **WLC Engineering**, in the Amount of \$35,000, for the **Washington Park Bleachers Project.**
5. Authorizing **Transportation Alternatives Program** Agreement with **Wyoming Department of Transportation**, in the Amount of \$375,000, for **Rotary Park Pathway – Phase II Project.**
6. Authorizing Agreement with **Hedquist Construction, Inc.**, in the Amount of \$260,000, for the **Brookview Drive Sanitary Sewer Replacement Project.**

10. MINUTE ACTION

A. Consent

1. Authorizing the Reappointment of **David Dovala** to the **Civil Service Commission** for an Additional Three (3) Year Term.
2. Authorizing the Purchase of One (1) New **Spray Injection Patching Machine**, in the Amount of \$68,967, from **Denver Industrial Sales & Service Company**, Denver Colorado, to be Used in the Street Division of the Public Service Department.
3. Authorizing the Purchase of One (1) Used **Street Sweeper**, in the Amount of \$198,011, from **CMI-Teco**, Casper, Wyoming, to be Used in the Streets Division of the Public Service Department.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
	X	
	X	X
	X	

2015 Goals		
Downtown	Infrastructure	Recreation

10. MINUTE ACTION (continued)

A. Consent

- 4. **Reallocating of Capital Funds** from the Purchase of an **Aerial Lift Truck to a Mower** in the Weed Mowing Section of the Parks Division.

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 7, 2017 – Council Chambers
- 6:00 p.m. Tuesday, February 21, 2017 – Council Chambers

Work sessions

- 4:30 p.m. Tuesday, January 24, 2017 – Council Meeting Room
- 4:30 p.m. Tuesday, February 14, 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 3, 2017

Casper City Council met in regular session at 6:00 p.m., Tuesday, January 3, 2017. Present: Councilmen Cathey, Heili, Hopkins, Humphrey, Johnson, Miller, Pacheco, Powell, and Mayor Sandoval.

Mayor Sandoval led the audience in the Pledge of Allegiance.

Moved by Councilman Miller, seconded by Councilman Hopkins, to, by minute action, approve the minutes of the December 20, 2016, regular Council meeting, as published in the Casper-Star Tribune on December 31, 2016. Motion passed.

Moved by Councilman Johnson, seconded by Councilman Humphrey, to, by minute action, approve payment of the January 3, 2017, bills and claims, as audited by City Manager McDonald. Motion passed.

Bills & Claims		
01/03/17		
A/MScott	Reimb	\$5.00
AAALandscaping	Services	\$434.34
AMBI	Services	\$0.57
ArrowheadHeating	Services	\$154.00
AtlanticElectric	Services	\$2,870.32
Balefill	Services	\$47,029.33
BankOfAmerica	Goods	\$145,882.59
Blk Powder Prop	Reimb	\$7.70
CasperHousingAuth	Projects	\$19,172.63
CasperPubSafetyComm	Services	\$2,497.16
CATC	Funding	\$171,167.00
CCFndtn	Funding	\$1,642.86
Centurylink	Services	\$1,332.76
CityofCasper	Services	\$15,113.34
CMarlatt	Reimb	\$38.22
CMcEwen	Refund	\$32.30
CommTech	Goods	\$8,324.73
CrimeSceneInfo	Services	\$86.25
CSeverance	Reimb	\$61.94
D&HWelding	Services	\$3,000.00
Dell	Goods	\$345.47
DesertMtn	Goods	\$24,844.24
DFS	Services	\$10.00
DvdsnFxdMgmt	Services	\$6,251.67
EatonSls	Parts	\$18,203.46
EnvrnmntlSystRsrch	Training	\$52,500.00

FCardenas	Reimb	\$35.84
FEAMerch	Reimb	\$145.81
FirstData	Services	\$5,725.07
FirstInterstateBank	Services	\$3,704.79
GMohora	Reimb	\$50.00
GolderAssociates	Services	\$10,998.85
Granicus	Services	\$11,100.00
GSGArchitecture	Services	\$10,399.13
HoleshotLawnCare	Services	\$194.00
J Bullard	Reimb	\$112.50
JCaneles	Reimb	\$20.39
JGerhart	Reimb	\$48.55
KCWY-TV	Services	\$815.00
KTWO-TV	Services	\$1,020.00
KubwaterResources	Goods	\$4,839.01
LCullison	Reimb	\$27.45
Leonbro	Services	\$27,447.94
LStamper	Reimb	\$42.32
Motorola	Goods	\$5,811.72
MParker	Reimb	\$27.64
NationalBenefitServices	Services	\$401.20
NatronaCountyWildfireMitigationProject	Services	\$2,400.00
NCSheriffsOffice	Funding	\$274,619.28
NevesUniforms	Goods	\$2,891.79
Norco	Goods	\$134.92
NWCommunity Action	Services	\$2,429.85
OneCallofWy	Services	\$934.50
PeakGeosolutions	Services	\$23,021.72
PoliceDept	Services	\$908.40
PostalPros	Services	\$23,222.25
ProforceLawEnforcement	Goods	\$950.07
RailroadManagement	Services	\$5,386.27
RecycledMaterials	Services	\$7,188.00
RockyMtnPower	Services	\$103,629.17
RSmith	Reimb	\$45.30
RvrWrks	Services	\$62,589.45
SaltusTech	Goods	\$16,083.60
ScienceZne	Funds	\$20,418.18
ShamrockEnv	Services	\$370,387.07
SheetMetalSpec	Goods	\$2,563.00
SIngledeu	Reimb	\$98.00
SourceGas	Services	\$5,566.71
Spectrum	Funding	\$188,271.19
StarLineFeeds	Goods	\$443.35
SuperiorStructures	Goods	\$871.00
TownSquareMedia	Services	\$1,057.22

UrbanInteractive	Services	\$250.00
UrgentCare	Services	\$1,226.00
VBarra	Reimb	\$50.07
WasteWaterTreatment	Funding	\$245,774.42
WaterTechnologyGroup	Services	\$487.50
WebWareSol	Subscrip	\$594.00
WERCSCommunications	Services	\$1,015.00
WesternWaterConsult	Services	\$25,372.50
WestPlainsEngineering	Services	\$600.00
WorthingtonLenhart&Carpenter	Services	\$7,925.33
WYCentralRegistry	Services	\$10.00
WyPeaceOfficers	Services	\$200.00
WYSpecOlympics	Funding	\$4,225.56
YouthCrisisCenter	Funding	\$4,548.73
		\$2,012,364.49

Mayor Sandoval presented Councilmen Heili and Miller with plaques of appreciation for their service. Councilman Heili thanked fellow councilmembers for their support during his tenure and challenged them to do their best going forward. Councilman Miller stated that he appreciated the opportunity to serve on Council and was looking forward to the future.

Mayor Sandoval presented Vice-President Cathey with a plaque of appreciation. Vice-President Cathey thanked the voters and City staff for their support during his term.

Vice-President Cathey presented Mayor Sandoval with a plaque of appreciation. Mayor Sandoval stated he was pleased to have worked with so many people during his term and that he enjoyed giving back to the community through his service.

Moved by Councilman Cathey, seconded by Councilman Miller, to, by minute action appoint Councilman Hopkins as Mayor Pro Tem. Motion passed.

Mayor Sandoval called for a brief recess at 6:15 p.m. Mayor Pro Tem Hopkins reconvened the meeting at 6:18 p.m.

Mayor Pro Tem Hopkins announced that the Councilmembers-elect were seated and ready to be sworn in. Municipal Court Judge Keith Nachbar issued the oath of office to the elected Councilmen Hopkins, Huckabay, Morgan, Murphy, Powell, and Walsh.

Councilmembers introduced family members and friends.

A roll call resulted in the presence of Councilmen Amanda Huckabay, Kenyne Humphrey, Shawn Johnson, Jesse Morgan, Todd Murphy, Ray Pacheco, Charlie Powell, Christopher Walsh, and Mayor Pro Tem Robert J. Hopkins.

Moved by Councilman Powell, seconded by Councilman Morgan, to, by minute action, appoint Councilman Humphrey as Mayor of the Casper City Council for calendar year 2017. Councilmen Huckabay and Walsh voted nay. Motion passed.

Moved by Councilman Johnson, seconded by Councilman Humphrey, to, by minute action, appoint Councilman Pacheco as Vice-President of the Casper City Council for calendar year 2017. Motion passed.

Municipal Court Judge Keith Nachbar issued the oath of office to newly-elected Mayor Humphrey and Vice-President Pacheco.

Vice-President Pacheco thanked his family for their support, stated that he was honored to serve in a leadership role for the Council, and that he intended to focus on the youth of the community.

Mayor Humphrey also thanked her family and friends, and expressed how great it has been working with fellow councilmembers, the community and City staff.

Mayor Pro Tem Hopkins called for a brief recess at 6:35 p.m. Mayor Humphrey reconvened the meeting at 6:40 p.m.

Moved by Councilman Pacheco, seconded by Councilman Johnson, to, by minute action, establish January 17, 2017, as the public hearing date for the consideration of:

a. 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;

b. 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; and,

Establish February 21, 2017, as the public hearing date for the consideration of the annual renewal of all City of Casper Liquor Licenses; and,

Establish March 7, 2017, as the public hearing date for the consideration of annexation compliance for Wolf Creek Nine Addition.

Motion passed.

Following ordinance read.

ORDINANCE NO. 16-16

AN ORDINANCE APPROVING THE FAIRGROUNDS HOME ADDITION SUBDIVISION AGREEMENT AND THE VACATION AND REPLAT CREATING THE FAIRGROUNDS HOME ADDITION, COMPRISING 5.57 ACRES, MORE OR LESS.

Councilman Hopkins presented the foregoing one (1) ordinance for approval, on second reading. Seconded by Councilman Powell.

City Manager McDonald provided a brief report.

Councilman Walsh asked questions about traffic and the site plan/subdivision process for the area. Craig Collins, Casper City Planner, addressed Councilman Walsh's questions.

Steve Grimshaw, developer of the subdivision, Sheridan, Wyoming presented an overview of the project. After further discussion motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 17-1

A RESOLUTION AUTHORIZING AN AGREEMENT WITH KNIFE RIVER, INC., FOR THE LOWER EASTDALE CREEK CHANNEL IMPROVEMENTS — PHASE 1, PROJECT NO. 15-083.

RESOLUTION NO. 17-2

A RESOLUTION REQUESTING THAT THE GOVERNOR OF THE STATE OF WYOMING PROVIDE FOR A COMMITTEE TO EVALUATE THE ECONOMIC IMPACT OF THE CURRENT STRUCTURE OF LIQUOR LICENSING.

Councilman Johnson presented the foregoing two (2) resolutions for adoption. Seconded by Councilman Powell. Motion passed.

Individuals addressing the Council were: Keith Goodenough, 333 S. Socony, regarding non-support of Council leadership and requesting pre-meeting recording; Dennis Steensland, 533 S. Washington, spoke in support of councilmembers; Dale Zimmerle, 3035 Bellaire, requesting prayer at Council meetings; Aimee Kidd, 455 Milton, requesting police staffing increases and a community partnership for victims; Sheryl Foland, regarding the Natrona County domestic violence task force; Pat Sweeney, 951 N. Kimball, requesting consideration regarding Uber legislation; Mike Mackey, 3320 Vista Royale, regarding snow drifting in the Centennial Hills subdivision and requesting improvements; Sheryl Foland, 2900 Croydon, also requesting better snow removal in Centennial Hills; and Woody Giles, 290 E. Magnolia, regarding property values.

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 10, 2017, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, January 17, 2017, in the Council Chambers.

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

The meeting was adjourned at 8:00 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

609 CONSULTING, LLC.

RIN0027346 CONSTRUCTION ADMINISTRATION

\$3,580.15
\$3,580.15 Subtotal for Dept. Water
\$3,580.15 Subtotal for Vendor

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

16-12-491 POSTAGE

\$16.89

\$16.89 Subtotal for Dept. City Attorney

16-12-494 POSTAGE

\$15.12

\$15.12 Subtotal for Dept. Engineering

16-12-496 POSTAGE

\$759.05

\$759.05 Subtotal for Dept. Finance

16-12-497 POSTAGE

\$59.47

\$59.47 Subtotal for Dept. Fire

16-12-503 POSTAGE

\$29.07

\$29.07 Subtotal for Dept. Human Resources

16-12-499 POSTAGE

\$117.94

\$117.94 Subtotal for Dept. Metro Animal

16-12-505 POSTAGE

\$11.40

\$11.40 Subtotal for Dept. Property & Liability Insurance

16-12-506 POSTAGE

\$2.85

16-12-492 POSTAGE

\$345.82

\$345.82 Subtotal for Dept. Refuse Collection

\$1,357.61 Subtotal for Vendor

A-1 PORTABLES & SERVICES

1514 PORTABLES

\$130.00

\$130.00 Subtotal for Dept. Balefill

\$130.00 Subtotal for Vendor

ACE SANDBLASTING & COATING

RIN0027340 RETAINAGE

\$2,837.50

\$2,837.50 Subtotal for Dept. Waste Water

\$2,837.50 Subtotal for Vendor

ALBERTA GIRALDO

RIN0027344 COURT INTERPRETER

\$40.00

\$40.00 Subtotal for Dept. Municipal Court

\$40.00 Subtotal for Vendor

AMERI-TECH EQUIPMENT CO.

103468 COMPRESSOR

\$2,902.00

\$2,902.00 Subtotal for Dept. Balefill

16688 TRASH CANS AND LIDS

\$16,752.80

\$16,752.80 Subtotal for Dept. Refuse Collection

\$19,654.80 Subtotal for Vendor

ARROWHEAD HEATING & AIR CONDITIONING

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

ARROWHEAD HEATING & AIR CONDITIONING

8507 COLD STORAGE MAINTENANCE	\$429.00	
8509 SCALEHOUSE HEAT	\$408.00	
	\$837.00	Subtotal for Dept. Balefill
	\$837.00	Subtotal for Vendor

ATLANTIC ELECTRIC, INC.

6778 RETAINAGE	(\$332.55)	
	(\$332.55)	Subtotal for Dept. General - Streets
6778 LUMINAIRE SERVICES PROJECT	\$3,325.46	
	\$3,325.46	Subtotal for Dept. Streets
	\$2,992.91	Subtotal for Vendor

BARKER, KATHRYN

0027871308 UTILITY REFUND	\$18.39	
	\$18.39	Subtotal for Dept. Water
	\$18.39	Subtotal for Vendor

BEN MATTILA

RIN0027365 TRAVEL EXPENSES	\$69.78	
	\$69.78	Subtotal for Dept. Police
	\$69.78	Subtotal for Vendor

BLACK HILLS ENERGY

AP000183010617 NATURAL GAS	\$6,476.18	
	\$6,476.18	Subtotal for Dept. Aquatics
AP000187010617 NATURAL GAS	\$342.48	
	\$342.48	Subtotal for Dept. Buildings & Structures
AP000227010617 NATURAL GAS	\$1,504.81	
AP000190010617 NATURAL GAS	\$1,028.40	
	\$2,533.21	Subtotal for Dept. City Hall
AP000188010617 NATURAL GAS	\$482.32	
	\$482.32	Subtotal for Dept. Golf Course
AP000184010617 NATURAL GAS	\$1,466.30	
	\$1,466.30	Subtotal for Dept. Ice Arena
AP000191010617 NATURAL GAS	\$1,491.84	
	\$1,491.84	Subtotal for Dept. Recreation
	\$12,792.33	Subtotal for Vendor

BRECK MEDIA GROUP WYOMING INC

IN-93-11609804 MEGAETH ADVERTISING	\$71.94	
IN-11609278 MEGAETH ADVERTISING	\$319.94	
	\$391.88	Subtotal for Dept. Casper Events Center
	\$391.88	Subtotal for Vendor

BURNS & MCDONNELL ENGINEERING CO., INC.

78807-27 LOGIC CONTROL REPLACEMENTS	\$19,737.28	
	\$19,737.28	Subtotal for Dept. Waste Water

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

BURNS & MCDONNELL ENGINEERING CO., INC.

\$19,737.28 Subtotal for Vendor

BYPASS MOBILE LLC

2773 CONCESSION STAND UPGRADES

\$51,839.10

\$51,839.10 Subtotal for Dept. Casper Events Center

\$51,839.10 Subtotal for Vendor

CAN DO COMPANY

0027923201 UTILITY REFUND

\$34.15

\$34.15 Subtotal for Dept. Water

\$34.15 Subtotal for Vendor

CARR COATINGS, LLC.

1708j RETAINAGE

(\$4,500.00)

1708j GOLF COURSE WATER STORAGE TANK

\$45,000.00

\$40,500.00 Subtotal for Dept. Water

\$40,500.00 Subtotal for Vendor

CASELLE, INC.

78019 CONTRACT SUPPORT

\$75.00

\$75.00 Subtotal for Dept. Finance

\$75.00 Subtotal for Vendor

CASPAR BUILDING SYSTEMS, INC.

6 STORAGE BUILDING

\$14,651.60

\$14,651.60 Subtotal for Dept. Casper Events Center

RIN0027339 FIRE STATION #6 CONSTRUCTION

\$208,231.00

\$208,231.00 Subtotal for Dept. Fire

\$222,882.60 Subtotal for Vendor

CASPER AUTO SALES

0027871304 UTILITY REFUND

\$30.44

\$30.44 Subtotal for Dept. Water

\$30.44 Subtotal for Vendor

CASPER PUBLIC UTILITIES

RIN0027326 SANITATION

\$105.00

RIN0027326 SEWER

\$20.54

\$125.54 Subtotal for Dept. Water Treatment Plant

\$125.54 Subtotal for Vendor

CASPER STAR-TRIBUNE, INC.

3063 PUBLICATION E-BLAST SUMMERLAND

\$200.00

\$200.00 Subtotal for Dept. Casper Events Center

\$200.00 Subtotal for Vendor

CENTRAL WY. REGIONAL WATER

148421 SYSTEM INVESTMENT FEES

\$1,002.00

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

CENTRAL WY. REGIONAL WATER

148473 WHOLESALE WATER

\$245,716.19
\$246,718.19 Subtotal for Dept. Water
\$246,718.19 Subtotal for Vendor

CENTURYLINK

RIN0027335 PHONE USE	\$62.06	
RIN0027316 PHONE USE	\$38.21	
	\$100.27	Subtotal for Dept. Balefill
RIN0027343 PHONE USE	\$38.45	
RIN0027350 PHONE USE	\$126.88	
RIN0027343 PHONE USE	\$346.05	
	\$511.38	Subtotal for Dept. Casper Events Center
RIN0027350 PHONE USE	\$40.34	
	\$40.34	Subtotal for Dept. Cemetery
RIN0027350 PHONE USE	\$34.49	
RIN0027350 PHONE USE	\$33.82	
	\$68.31	Subtotal for Dept. City Hall
RIN0027343 PHONE USE	\$65.48	
	\$65.48	Subtotal for Dept. Code Enforcement
RIN0027343 PHONE USE	\$23.37	
RIN0027343 PHONE USE	\$11,374.28	
RIN0027343 PHONE USE	\$3,510.36	
RIN0027343 PHONE USE	\$29.73	
RIN0027343 PHONE USE	\$205.67	
RIN0027343 PHONE USE	\$174.22	
RIN0027350 PHONE USE	\$61.38	
RIN0027350 PHONE USE	\$38.45	
RIN0027350 PHONE USE	\$83.90	
RIN0027350 PHONE USE	\$61.38	
RIN0027350 PHONE USE	\$83.90	
RIN0027350 PHONE USE	\$68.38	
RIN0027350 PHONE USE	\$327.19	
RIN0027350 PHONE USE	\$314.61	
RIN0027350 PHONE USE	\$61.38	
RIN0027357 PHONE USE	\$64.84	
RIN0027355 PHONE USE	\$65.16	
RIN0027350 PHONE USE	\$65.48	
	\$16,613.68	Subtotal for Dept. Communications Center
AP00005701061713 PHONE BILL	\$2,456.28	
AP00014301061713 PHONE USE	\$967.82	
AP00013201061713 PHONE USE	\$1,506.00	
	\$4,930.10	Subtotal for Dept. Finance
RIN0027343 PHONE USE	\$38.45	
RIN0027357 PHONE USE	\$482.01	
RIN0027343 PHONE USE	\$65.48	
RIN0027343 PHONE USE	\$76.90	
RIN0027343 PHONE USE	\$38.45	

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

CENTURYLINK

RIN0027343 PHONE USE	\$38.45	
RIN0027350 PHONE USE	\$65.48	
RIN0027343 PHONE USE	\$65.48	
RIN0027343 PHONE USE	\$38.45	
RIN0027343 PHONE USE	\$65.48	
RIN0027350 PHONE USE	\$74.68	
RIN0027343 PHONE USE	\$85.03	
	\$1,134.34	Subtotal for Dept. Fire
RIN0027343 PHONE USE	\$38.45	
RIN0027350 PHONE USE	\$63.42	
	\$101.87	Subtotal for Dept. Fleet Maintenance
RIN0027343 PHONE USE	\$44.29	
	\$44.29	Subtotal for Dept. Golf Course
RIN0027357 PHONE USE	\$153.98	
	\$153.98	Subtotal for Dept. Metro Animal
RIN0027350 PHONE USE	\$65.48	
RIN0027357 PHONE USE	\$60.78	
	\$126.26	Subtotal for Dept. Parking
RIN0027350 PHONE USE	\$122.77	
RIN0027343 PHONE USE	\$44.29	
	\$167.06	Subtotal for Dept. Parks
RIN0027350 PHONE USE	\$39.20	
RIN0027350 PHONE USE	\$63.42	
RIN0027343 PHONE USE	\$35.65	
RIN0027343 PHONE USE	\$38.45	
RIN0027350 PHONE USE	\$22.85	
RIN0027350 PHONE USE	\$65.48	
	\$265.05	Subtotal for Dept. Police
RIN0027343 PHONE USE	\$38.45	
	\$38.45	Subtotal for Dept. Recreation
RIN0027350 PHONE USE	\$65.48	
RIN0027343 PHONE USE	\$45.34	
RIN0027350 PHONE USE	\$45.34	
	\$156.16	Subtotal for Dept. Streets
RIN0027350 PHONE USE	\$2,150.30	
RIN0027343 PHONE USE	\$38.21	
	\$2,188.51	Subtotal for Dept. Waste Water
RIN0027343 PHONE USE	\$38.45	
RIN0027343 PHONE USE	\$95.68	
RIN0027343 PHONE USE	\$196.13	
	\$330.26	Subtotal for Dept. Water
	\$27,035.79	Subtotal for Vendor

CHARLIE POWELL

RIN0027366 TRAVEL EXPENSES	\$119.38	
	\$119.38	Subtotal for Dept. Council

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

CHARLIE POWELL

\$119.38 Subtotal for Vendor

CHRIS HADLOCK

RIN0027330 ALCOHOL PURCHASE FUNDING

\$315.00

\$315.00 Subtotal for Dept. Police Grants

\$315.00 Subtotal for Vendor

CIGNA HEALTH & LIFE INSURANCE COMPANY

2072291 PLAN ADMINISTRATION FEES

\$12,245.10

\$12,245.10 Subtotal for Dept. Health Insurance

\$12,245.10 Subtotal for Vendor

CITRIX SYSTEMS INC.

91769850 LICENSE RENEWALS

\$322.00

\$322.00 Subtotal for Dept. Aquatics

91769850 LICENSE RENEWALS

\$80.50

\$80.50 Subtotal for Dept. Casper Events Center

91769850 LICENSE RENEWALS

\$80.50

\$80.50 Subtotal for Dept. City Manager

91769850 LICENSE RENEWALS

\$80.50

\$80.50 Subtotal for Dept. Finance

91769850 LICENSE RENEWALS

\$1,771.00

\$1,771.00 Subtotal for Dept. Fire

91769850 LICENSE RENEWALS

\$805.00

\$805.00 Subtotal for Dept. Information Services

91769850 LICENSE RENEWALS

\$80.50

\$80.50 Subtotal for Dept. Metro Animal

91769850 LICENSE RENEWALS

\$2,737.00

\$2,737.00 Subtotal for Dept. Police

91769850 LICENSE RENEWALS

\$483.00

\$483.00 Subtotal for Dept. Water

\$6,440.00 Subtotal for Vendor

CITY OF CASPER

Permit #1952 CHILLI SKATE NIGHT

\$370.50

\$370.50 Subtotal for Dept. Human Resources

148206 ICE TIME

\$540.00

148204 ICE TIME

\$1,350.00

143543 RIVERFEST

\$360.00

145670 SOCCER CLUB FALL CLASSIC

\$250.00

\$2,500.00 Subtotal for Dept. Social Community Services

\$2,870.50 Subtotal for Vendor

CITY OF CASPER - BALEFILL

525/148460 SANITATION

\$15.00

\$15.00 Subtotal for Dept. Hogadon

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

CITY OF CASPER - BALEFILL

2772/148320 SANITATION	\$5,202.43	
2772/148613 SANITATION	\$5,612.27	
2772/148463 SANITATION	\$16,740.93	
2772/148301 SANITATION	\$4,520.46	
2772/148558 SANITATION	\$4,777.08	
2772/148566 SANITATION	\$39,500.00	
2772/148585 SANITATION	\$5,140.82	
2772/148529 SANITATION	\$5,089.63	
2772/148305 SANITATION	\$4,418.94	
2772/148390 SANITATION	\$4,917.14	
2772/148407 SANITATION	\$4,590.02	
	\$100,509.72	Subtotal for Dept. Refuse Collection
1276/148583 SANITATION	\$71.44	
1276/148300 SANITATION	\$40.42	
1276/148459 SANITATION	\$121.73	
1276/148319 SANITATION	\$91.65	
	\$325.24	Subtotal for Dept. Waste Water
	\$100,849.96	Subtotal for Vendor

CODY MEYERS

RIN0027345 MILLER HOUSE DEPOSIT REFUND	\$500.00	
RIN0027345 RENT REFUND - MILLER HOUSE	\$116.12	
	\$616.12	Subtotal for Dept. City Hall
	\$616.12	Subtotal for Vendor

COLEMAN, JESSICA

0027871315 UTILITY REFUND	\$25.23	
	\$25.23	Subtotal for Dept. Water
	\$25.23	Subtotal for Vendor

COMTRONIX, INC.

46765 RE-ROUTE CABLES	\$366.00	
	\$366.00	Subtotal for Dept. Finance
46765 RE-ROUTE CABLES	\$366.00	
	\$366.00	Subtotal for Dept. Human Resources
	\$732.00	Subtotal for Vendor

CONTINUOUS ALCOHOL MONITORING OF WY LLC

2016-309 REMOTE BREATH TESTING	\$592.50	
	\$592.50	Subtotal for Dept. Municipal Court
	\$592.50	Subtotal for Vendor

DELTA CONSTRUCTION INC

08 RETAINAGE	(\$30,288.10)	
	(\$30,288.10)	Subtotal for Dept. Capital Projects - Hogadon
08 HOGADON LODGE	\$375,318.00	
	\$375,318.00	Subtotal for Dept. Hogadon

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

DELTA CONSTRUCTION INC

\$345,029.90 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0027348 DENTAL INSURANCE
RIN0027349 DENTAL INSURANCE

\$1,567.40
\$31,145.20
\$32,712.60 Subtotal for Dept. Health Insurance
\$32,712.60 Subtotal for Vendor

DESERT MTN. CORP.

16-49929 ICE SLICER
16-49932 ICE SLICER
16-50026 ICE SLICER
16-49927 ICE SLICER
16-49925 ICE SLICER
16-49930 ICE SLICER
16-49926 ICE SLICER
16-49928 ICE SLICER
16-49924 ICE SLICER

\$3,548.64
\$3,909.61
\$4,885.45
\$3,539.93
\$3,572.29
\$3,994.25
\$3,816.26
\$4,241.94
\$4,851.85
\$36,360.22 Subtotal for Dept. Snow Removal
\$36,360.22 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000385-16 CHEMICALS

\$5,502.76
\$5,502.76 Subtotal for Dept. Water Treatment Plant
\$5,502.76 Subtotal for Vendor

EATON SALES & SVC., INC.

4059637-IN BREAK-AWAY & NOZZLE

\$1,083.00
\$1,083.00 Subtotal for Dept. Fleet Maintenance
\$1,083.00 Subtotal for Vendor

ECONOMIC DEVELOPMENT JOINT POWERS BOARD

FY2017-3 3RD QTR ADMIN/INCENTIVE FUNDS

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

EDWARDS COMMUNICATIONS LLC

63605 MEGADETH ADVERTISING

\$166.67
\$166.67 Subtotal for Dept. Casper Events Center
\$166.67 Subtotal for Vendor

ENGINEERING DESIGN ASSOCIATES

09660 EMERGENCY GENERATOR PROJ 1

\$200.00
\$200.00 Subtotal for Dept. Casper Events Center

09659 CAMPUS FIRE SUPPRESSION SYSTEM

\$9,337.80
\$9,337.80 Subtotal for Dept. CDBG
\$9,537.80 Subtotal for Vendor

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

FAMILY JOURNEY CENTER

120 FUNDING

\$121.80
\$121.80 Subtotal for Dept. One Cent #15
\$121.80 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1211656 MERCHANT FEES

\$103.65
\$103.65 Subtotal for Dept. Code Enforcement

REMI1211657 MERCHANT FEES

\$6.54
\$6.54 Subtotal for Dept. Engineering

REMI1211646 MERCHANT FEES

\$29.61

REMI1200171 MERCHANT FEES

\$100.15

\$129.76 Subtotal for Dept. Fort Caspar

REML1211650 MERCHANT FEES

\$67.44

\$67.44 Subtotal for Dept. Metro Animal

REMI1211651 MERCHANT FEES

\$222.20

\$222.20 Subtotal for Dept. Municipal Court

\$529.59 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0027359 SERVICE CHARGES

\$653.92

RIN0027358 LOCKBOX FEES

\$2,192.31

\$2,846.23 Subtotal for Dept. Finance

\$2,846.23 Subtotal for Vendor

FRONTIER PRECISION INC.

155214 DATA COLLECTOR

\$3,178.47

\$3,178.47 Subtotal for Dept. City Manager

\$3,178.47 Subtotal for Vendor

GALLAGHER, SIERRA

0027871309 UTILITY REFUND

\$6.43

\$6.43 Subtotal for Dept. Water

\$6.43 Subtotal for Vendor

GLOBAL SPECTRUM L.P.

201617TS-09B BROADWAY CHRISTMAS TICKET SALE

\$3,759.85

\$3,759.85 Subtotal for Dept. Casper Events Center

201617TS-11B SNOOP DOG FINAL TICKET DRAW

\$35,638.50

\$35,638.50 Subtotal for Dept. Casper Events Center

\$39,398.35 Subtotal for Vendor

GONZALEZ, AUBREY

0027871314 UTILITY REFUND

\$49.07

\$49.07 Subtotal for Dept. Water

\$49.07 Subtotal for Vendor

GPC ARCHITECTS PLLC

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

GPC ARCHITECTS PLLC

17 HOGADON LODGE

\$7,039.12
\$7,039.12 Subtotal for Dept. Hogadon
\$7,039.12 Subtotal for Vendor

GREEN TREE ARBORICULTURE LLC

1-112708 WEED MOWING

\$75.00
\$75.00 Subtotal for Dept. Code Enforcement
\$75.00 Subtotal for Vendor

GRIZZLY EXCAVATING & CONST. LLC.

RIN0027338 2016 MISCELLANEOUS SANITARY SE

\$62,029.00
\$62,029.00 Subtotal for Dept. Sewer
\$62,029.00 Subtotal for Vendor

GW MECHANICAL, INC.

5 CHILLER REPLACEMENT

\$102,758.00
\$102,758.00 Subtotal for Dept. Casper Events Center
\$102,758.00 Subtotal for Vendor

HAASS CONSTRUCTION CO., INC.

RIN0027329 RETAINAGE

(\$2,600.61)
(\$2,600.61) Subtotal for Dept. Capital Projects - Parks

RIN0027329 STUCKENHOFF SHOOTERS COMPLEX

\$60,393.52
\$60,393.52 Subtotal for Dept. Parks
\$57,792.91 Subtotal for Vendor

HACH CO., CORP.

10250592 PHOSPHORUS TEST KITS

\$347.55
\$347.55 Subtotal for Dept. Waste Water
\$347.55 Subtotal for Vendor

HDR ENGINEERING, INC.

1200028354 WATER RIGHTS

1200028637 WATER RIGHTS

\$3,043.75
\$693.14
\$3,736.89 Subtotal for Dept. Water
\$3,736.89 Subtotal for Vendor

HIGGINS, MARK

0027871313 UTILITY REFUND

0027871313 UTILITY REFUND

\$29.93
\$23.50
\$53.43 Subtotal for Dept. Water
\$53.43 Subtotal for Vendor

HOMAX OIL SALES, INC.

0353048-IN STORAGE BIN RENT

0353139-IN OIL

\$3,000.00
\$474.30
\$3,474.30 Subtotal for Dept. Balefill

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

HOMAX OIL SALES, INC.

0350466-IN OIL	\$870.00	
0353710-IN UNLEADED FUEL	\$13,686.11	
0350603-IN DIESEL FUEL	\$227.44	
0350603-IN DIESEL FUEL	\$337.87	
0352181-IN DIESEL FUEL	\$3,246.02	
CL75267 FUEL PURCHASES SEPT 2016	\$22,716.15	
0350460-IN UNLEADED FUEL	\$14,675.40	
0353708-IN DIESEL FUEL	\$17,264.06	
0353708-IN DIESEL FUEL	\$297.42	
0353708-IN DIESEL FUEL	\$415.84	
0351835-IN UNLEADED FUEL	\$9,434.62	
0352281-IN DIESEL FUEL	\$2,584.27	
0350603-IN DIESEL FUEL	\$12,044.16	
1001940-IN DIESEL FUEL	\$305.55	
1001940-IN DIESEL FUEL	\$467.82	
0353708-IN PRICE ADJUSTMENT	(\$0.01)	
0350884-IN SYNTHETIC GREASE	\$443.25	
1001940-IN DIESEL FUEL	\$18,680.50	
0351835-IN DIESEL FUEL	\$244.93	
0351835-IN DIESEL FUEL	\$13,268.75	
0351835-IN DIESEL FUEL	\$280.00	
	\$131,490.15	Subtotal for Dept. Fleet Maintenance
0351832-IN BULK FUEL	\$9,044.01	
	\$9,044.01	Subtotal for Dept. Refuse Collection
0352164-IN KEROSENE	\$135.81	
0352204-IN KEROSENE	\$141.13	
0351605-IN KEROSENE	\$155.25	
0350803-IN KEROSENE	\$146.46	
	\$578.65	Subtotal for Dept. Waste Water
CL77205 FUEL	\$3,774.67	
	\$3,774.67	Subtotal for Dept. Water
	\$148,361.78	Subtotal for Vendor

HOSEY, JORDAN

0027871305 UTILITY REFUND	\$57.07	
	\$57.07	Subtotal for Dept. Water
	\$57.07	Subtotal for Vendor

HULT CONSTRUCTION

16012-1 RETAINAGE	(\$2,569.70)	
16012-1 STORAGE BUILDING CONSTRUCTION	\$25,697.00	
	\$23,127.30	Subtotal for Dept. Balefill
	\$23,127.30	Subtotal for Vendor

INTERNATIONAL COLISEUMS COMPANY

9 STORAGE BUILDING	\$2,112.36	
	\$2,112.36	Subtotal for Dept. Casper Events Center

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

INTERNATIONAL COLISEUMS COMPANY

\$2,112.36 Subtotal for Vendor

JAYME MCGOONAN

RIN0027277 MILEAGE REIMBURSEMENT

\$67.17

\$67.17 Subtotal for Dept. Fort Caspar

\$67.17 Subtotal for Vendor

JEROD LEVIN

RIN0026862 TUITION REIMBURSEMENT

\$402.30

\$402.30 Subtotal for Dept. Fire

\$402.30 Subtotal for Vendor

JIM GERHART

RIN0027337 CLOTHING REIMBURSEMENT

\$25.73

\$25.73 Subtotal for Dept. Parks

\$25.73 Subtotal for Vendor

JOURNAL TECHNOLOGIES, INC

0000002854-IN SUPPORT

\$9,821.00

\$9,821.00 Subtotal for Dept. Municipal Court

\$9,821.00 Subtotal for Vendor

KNIFE RIVER/JTL

RIN0027332 RETAINAGE

\$111,519.91

\$111,519.91 Subtotal for Dept. Capital Projects - Engineering

\$111,519.91 Subtotal for Vendor

KUBWATER RESOURCES, INC

06267 ZETAG 7593 DRY POLYMER

\$4,839.01

\$4,839.01 Subtotal for Dept. Waste Water

\$4,839.01 Subtotal for Vendor

LAPLATNEY, ANGELA

0027871303 UTILITY REFUND

\$13.94

\$13.94 Subtotal for Dept. Water

\$13.94 Subtotal for Vendor

LARRAMENDY, KRISTINA

0027923200 UTILITY REFUND

\$17.22

\$17.22 Subtotal for Dept. Water

\$17.22 Subtotal for Vendor

LINCOLN NATL. LIFE INS. CO.

RIN0027347 RETIREE LIFE

\$287.59

\$287.59 Subtotal for Dept. Health Insurance

\$287.59 Subtotal for Vendor

LOENBRO INSTRUMENTATION & ELECTRICAL

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

LOENBRO INSTRUMENTATION & ELECTRICAL

19267 PARKING LOT LIGHTING & WIR	\$3,586.00		
	\$3,586.00	Subtotal for Dept.	Casper Events Center
	\$3,586.00	Subtotal for Vendor	

LONG BUILDING TECHNOLOGIES

SRVCE0080896 FURNACE REPAIR	\$230.00		
SRVCE0080827 FURNACE REPAIR	\$2,113.75		
	\$2,343.75	Subtotal for Dept.	Balefill
SRVCE0080793 HEAT SYSTEM REPAIR	\$2,002.48		
	\$2,002.48	Subtotal for Dept.	Water Treatment Plant
	\$4,346.23	Subtotal for Vendor	

MUNICIPAL TREATMENT EQUIP. INC.

171003 WATER TANK MIXERS	\$74,000.00		
	\$74,000.00	Subtotal for Dept.	Water
	\$74,000.00	Subtotal for Vendor	

NATIONAL BENEFIT SERVICES

574631 PLAN ADMINISTRATION FEES	\$401.20		
	\$401.20	Subtotal for Dept.	Health Insurance
	\$401.20	Subtotal for Vendor	

NORTH PARK TRANSPORATION

08761303 FREIGHT	\$60.59		
08761303 FREIGHT	\$60.59		
08761303 FREIGHT	\$60.59		
	\$181.77	Subtotal for Dept.	Fleet Maintenance
	\$181.77	Subtotal for Vendor	

NORTHWEST COMMUNITY ACTION PROGRAMS OF WY INC

ER-10317-0835 E WASTE	\$1,374.30		
	\$1,374.30	Subtotal for Dept.	Balefill
	\$1,374.30	Subtotal for Vendor	

P-CARD VENDORS

00053342 HOBBY-LOBBY #0233	\$49.70		
00053313 ATLAS	\$91.38		
00052862 BARGREEN WYOMING 25	\$16.15		
00053208 SAMS CLUB #6425	\$47.00		
00052962 NORCO INC	\$175.50		
00051486 INTERMOUNTAIN MOTOR SA	\$1,273.42		
00053208 SAMS CLUB #6425	\$9.98		
00052804 BAILEY'S ACE HARDWARE	\$8.99		
00053377 CASPER STAR TRIBUNE	\$198.52		
00052557 LINCOLN AQUATICS	\$13.46		
00053297 SAMS	\$20.61		
00053510 HOBBY-LOBBY #0233	\$16.50		
00053497 STAPLES 00114181	\$16.50		

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

P-CARD VENDORS

00053383 HAWKINS INC	\$3,323.16	
	\$5,260.87	Subtotal for Dept. Aquatics
00052800 QUALITY OFFICE SOLUTIO	\$16.19	
00053040 AGP PROPANE SERVICES	\$349.98	
00053038 ACCENT WIRE PRODUCTS	\$1,207.91	
00053245 OREILLY AUTO 00027466	\$45.74	
00053031 CASPER FIRE EXTINGUISHER	\$168.00	
00053028 CASPER FIRE EXTINGUISHER	\$439.50	
00053021 WYOMING MACHINERY CO	\$376.17	
00053079 WEAR PARTS INC	\$75.57	
00053078 BEARING BELTCHAIN00244	\$3.99	
00053078 BEARING BELTCHAIN00244	\$269.00	
00053050 CASPER FIRE EXTINGUISH	\$162.50	
00053011 BAILEY'S ACE HARDWARE	\$18.36	
00053049 AGP PROPANE SERVICES	\$30.23	
00053387 USPS PO 5715580945	\$22.95	
00053132 IN GREAT PLAINS CLEAN	\$1,176.30	
00053143 AUDIES SMALL ENGINE	\$58.00	
00053368 COMMUNICATION TECHNOLO	\$154.50	
00053362 ALPINE MOTOR SPORTS	\$156.30	
00053331 BAILEY'S ACE HARDWARE	\$10.77	
00053264 HOSE & RUBBER SUPPLY	\$134.81	
00053263 BAILEYS ACE HARDWARE	\$24.91	
00053125 DANA KEPNER COMPANY/HD	\$6,534.57	
00053177 SUTHERLANDS 2219	\$594.86	
00053071 AIRGAS CENTRAL	\$139.17	
00053050 CASPER FIRE EXTINGUISH	\$162.50	
	\$12,332.78	Subtotal for Dept. Balefill
00053524 BAILEYS ACE HARDWARE	\$6.49	
00053434 BLOEDORN LUMBER CASPER	\$123.00	
00053122 SAMSClub #6425	\$107.17	
00053107 CASPER WINNELSON CO	\$16.30	
00053458 CASPER WINNELSON CO	\$19.35	
00053467 BAILEYS ACE HARDWARE	\$10.90	
00053475 MENARDS CASPER WY	\$13.77	
00053489 THE HOME DEPOT #6001	\$10.24	
00053535 SHERWIN-WILLIAMS 70896	\$16.64	
00053540 0970 CED	\$142.93	
00052351 THE HOME DEPOT #6001	\$69.00	
00053135 SAMS CLUB #6425	\$15.98	
00053486 BLOEDORN LUMBER CASPER	\$28.75	
00053246 CASPER WINNELSON CO - Credit	(\$29.62)	
00053567 SHERWIN-WILLIAMS 70896	\$16.64	
00053181 TRACTOR SUPPLY CO #199	\$55.28	
00053201 CASPER WINNELSON CO	\$483.66	
00053212 CASPER WINNELSON CO	\$35.26	
00053433 CRESCENT ELECTRIC 103	\$5.70	
00053256 APPLIED IND TECH 2733	\$23.70	

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

P-CARD VENDORS

00053267 DENNIS SUPPLY COMPANY	\$14.02	
00053304 BAILEY'S ACE HARDWARE	\$19.98	
00053319 BEARING BELTCHAIN00244	\$12.35	
00053354 HERCULES INDUSTRIES CA	\$34.36	
00053408 BAILEY'S ACE HARDWARE	\$15.98	
00053357 DENNIS SUPPLY COMPANY	\$23.10	
00053167 SAMSClub #6425	\$27.56	
00053416 ROTO ROOTER	\$144.00	
00053154 SAMS CLUB #6425	\$57.58	
00053355 CRESCENT ELECTRIC 103	\$11.42	
	\$1,531.49	Subtotal for Dept. Buildings & Structures
00053473 NORCO INC	\$55.12	
	\$55.12	Subtotal for Dept. Cemetery
00053351 ATLAS OFFICE PRODUCTS	\$37.73	
	\$37.73	Subtotal for Dept. City Attorney
00053193 VERIZON WIRELESS	\$120.05	
00052982 IAEI	\$120.00	
00053477 NETWORK FLEET. INC.	\$227.40	
00052999 VERIZON WIRELESS	\$38.67	
	\$506.12	Subtotal for Dept. Code Enforcement
00053251 AT&T 0512212799001	\$17.61	
00053436 SAMSClub #6425	\$69.85	
00053237 AT&T 0512212711001	\$41.43	
00053329 SOURCE OFFICE AND TECH	\$179.36	
	\$308.25	Subtotal for Dept. Communications Center
00053286 SUBWAY 03116324	\$24.90	
00053554 PEACHES	\$13.65	
00053136 KAREN & JIM'S RESTAURA	\$17.48	
	\$56.03	Subtotal for Dept. Council
00053633 XEROX CORPORATION/RBO	\$139.51	
00053676 XEROX CORPORATION/RBO	\$29.28	
00053118 ALBERTSONS STO00000604	\$35.95	
	\$204.74	Subtotal for Dept. Engineering
00053359 POS SUPPLY SOLUTIONS	\$347.83	
00052999 VERIZON WIRELESS	\$19.33	
00052948 ATLAS OFFICE PRODUCTS	\$94.81	
00052967 ATLAS OFFICE PRODUCTS	\$12.00	
00053097 CPU IIT	\$204.40	
00052737 ATLAS OFFICE PRODUCTS	\$20.70	
00053428 MOUNTAIN STATES LITHOG	\$152.50	
00053447 VERIZON WIRELESS	\$280.07	
	\$1,131.64	Subtotal for Dept. Finance
00052984 BLOEDORN LUMBER CASPER	\$13.48	
00052236 EXXONMOBIL 47626544	\$34.84	
00053137 TANKANDBARREL.COM	\$232.79	
00053151 ECMS	\$1,175.42	
00053158 IN PEDENS INC.	\$510.00	

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

P-CARD VENDORS

00053159	KINSCO	\$894.00	
00053180	MES/LAWMEN	\$4,648.00	
00053266	LETZ'S RADIO SUPPLY	\$1,489.00	
00053274	ICC ONLINE TRAINING	\$79.00	
00053279	MENARDS CASPER WY	\$9.99	
00053290	VERIZON WIRELESS	\$1,882.81	
00053152	MERBACK AWARDS COMPANY	\$10.90	
00053324	VERIZON WIRELESS	\$120.03	
00053341	HOSE & RUBBER SUPPLY C	\$6.62	
00053262	AED SUPERSTORE	\$136.00	
00052448	BLOEDORN LUMBER CASPER	\$5.99	
00052850	EXXONMOBIL 47626544	\$30.14	
00052501	INFRARED SYSTEMS GROUP	\$275.00	
00052815	KISTLER TENT AND AWNIN	\$45.00	
00052576	SPORTSMANS WAREHOUSE 1	\$22.47	
00052861	EXXONMOBIL 47626544	\$9.80	
00052787	EXXONMOBIL 47626544	\$65.08	
		\$11,696.36	Subtotal for Dept. Fire
00053144	GREINER FORD LINCOLN O - BATTE	\$120.95	
00053182	THE HOME DEPOT #6001	\$2.18	
00052999	VERIZON WIRELESS	\$19.33	
00053000	HONNEN EQUIPMENT 04 - FILTERS	\$687.51	
00053001	HONNEN EQUIPMENT 04	\$50.01	
00053001	HONNEN EQUIPMENT 04	\$149.39	
00053003	DENVER INDUSTRIAL-REPAIR HEAT	\$275.02	
00053004	BIG HILL SERVICES-LIFT HOLDER	\$72.13	
00053008	INTERNATIONAL TRANSACTION	\$0.72	
00053150	HENSLEY BATTERY&ELEC	\$62.02	
00052981	STOTZ EQUIPMENT-SUPPORT	\$728.55	
00053149	TRANSPORTATION ACCESSORY	\$10.00	
00053205	FREMONT MOTOR CASPER I - WINDS	\$53.54	
00053015	COMPRESSION LEASING -SERVICE	\$420.92	
00053138	FREMONT MOTOR -HINGE	\$46.11	
00053012	CMI-TECO -22303391 SENSOR	\$437.67	
00052923	GOODYEAR COMMERCIAL TI - 11R22	\$487.87	
00053235	KOIS BROTHERS EQUIPMEN	\$3,179.72	
00053233	CMI-TECO-WATER PUMP/IDLER PULL	\$705.06	
00053231	GOODYEAR COMMERCIAL TI	\$868.71	
00053229	GOODYEAR COMMERCIAL TI	\$890.50	
00053226	GOODYEAR COMMERCIAL TI	\$430.00	
00053225	CMI-TECO	\$46.88	
00053184	C AND M AIR -SEAL,NUT& BRG KIT	\$90.74	
00052922	GEMPLER'S	\$94.45	
00053185	MIDLAND IMPLEMENT-BEDBAR BOLTS	\$55.99	
00052950	CMI-TECO - SCREW	\$51.80	
00053215	GREINER FORD LINCOLN O - JET K	\$19.58	
00052952	GREINER FORD LINCOLN	\$43.90	
00053020	NAPA-EC197 CONNECTOR	\$13.94	

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

P-CARD VENDORS

00052973	STOTZ EQUIPMENT - FILTERS	\$361.30
00053015	COMPRESSION LEASING-SERVICE	\$420.92
00053219	GREINER FORD LINCOLN O	\$98.66
00053020	NAPA-7234 BATTERIES	\$314.38
00053044	WW GRAINGER	\$37.27
00053020	NAPA	\$6.38
00053024	HARTZ E&F TOWING-TOW TO SHOP	\$350.00
00053020	NAPA-38-1378 STRG PUMP	\$92.29
00053020	NAPA-CORE CREDIT	(\$18.08)
00053020	NAPA-CORE CREDIT	(\$18.08)
00053130	TRANSPORTATION ACCESSO	\$150.04
00053020	NAPA-ADAPTER	\$5.14
00053020	NAPA-8496R BATTERY	\$118.70
00053020	NAPA-7234 BATTERIES	\$314.38
00053020	NAPA-CORE CREDIT	(\$18.08)
00053024	HARTZ E&F TOWING-TOW TO SHOP	\$75.00
00053023	WYO MACH-1351708 GAUGE	\$193.81
00053020	NAPA	\$41.04
00053023	WYOMING MACHINERY CO	\$13,656.17
00053020	NAPA-SERP BELT	\$25.57
00053030	PRECISION KNIFE-SHARPEN KNIVES	\$137.18
00053075	JACKS TRUCK AND EQUIPM	\$82.86
00053039	HOSE & RUBBER SUPPLY	\$6.36
00053121	GREINER FORD LINCOLN O	\$82.67
00053020	NAPA	\$39.56
00053110	JACKS TRUCK AND EQUIPM	\$32.00
00053101	STOTZ EQUIPMENT	\$49.61
00053085	ALPINE MOTOR -1402-809 BEARING	\$72.92
00053020	NAPA	\$199.00
00053046	MG OIL COMPANY GILLET	\$435.80
00053082	JACKS TRUCK AND EQUIPM	\$73.78
00053047	CMI-TECO-ANTENNA	\$27.41
00053074	STOTZ EQUIPMENT-MIRROR KIT	\$138.03
00053067	GREINER FORD LINCOLN O	\$326.76
00053053	HOSE & RUBBER SUPPLY C	\$145.56
00053020	NAPA-FILTERS	\$48.37
00053020	NAPA	\$1,452.76
00053020	NAPA-	\$7.38
00053134	DRIVE TRAIN CASPER	\$243.36
00053083	CASPER TIRE 0000705 - TUBE	\$15.00
00053310	NAPA-CORE CREDIT	(\$54.04)
00053300	GREINER FORD-SEAT BELT	\$256.10
00053301	ALPINE MOTOR -STUDS & WHEEL NU	\$29.69
00053302	HOSE & RUBBER -HOSE ASSEMBLIES	\$124.60
00053310	NAPA-CORE CREDIT	(\$18.08)
00053310	NAPA-7234 BATTERIES	\$471.57
00053310	NAPA-CORE CREDIT	(\$54.04)
00053310	BEARING BELTCHAIN00244	\$669.21

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

P-CARD VENDORS

00053327	WW GRAINGER	\$24.12
00053310	NAPA-FT-8528 BRAKE PADS	\$65.49
00053280	HONNEN EQUIPMENT 04 - WHEEL AT	\$575.42
00053310	NAPA-WARRANTY CREDIT/STRG PUMP	(\$87.53)
00053316	HONNEN EQUIPMENT 04 - COVER WA	\$344.69
00053317	STOTZ EQUIPMENT	\$226.04
00053318	STOTZ EQUIPMENT-CONTROL VALVE	\$981.99
00053320	DRIVE TRAIN CASPER	\$236.70
00053322	GREINER FORD LINCOLN O	\$57.18
00053333	SOURCE OFFICE AND TECH	\$190.00
00053310	NAPA-7594R BATTERY	\$156.90
00053249	IN PETERSON EQUIPMENT	\$252.41
00053352	SOURCE OFFICE AND TECH	\$480.00
00053353	CAPITAL BUSINESS SYSTE	\$30.00
00053108	MYERS TIRE SUPPLY.COM	\$93.76
00053227	GREINER FORD LINCOLN O - Core	(\$75.00)
00053232	DRIVEN POWERSPORTS - TPMS CABL	\$318.76
00053234	HONNEN EQUIPMENT 04 - THERMO D	\$241.71
00053236	INDUSTRIAL SCREEN & MA	\$1,545.00
00053291	STOTZ EQUIPMENT-COIL & WIRING	\$264.91
00053247	CMI-TECO-	\$12.36
00053288	GREINER FORD LINCOLN	\$123.91
00053253	CMI-TECO	\$192.52
00053257	ASAP RADIATOR AND SUPP	\$1,450.89
00053170	HENSLEY BATTERY&ELEC	\$6.28
00053260	GOODYEAR COMMERCIAL TI - RECAP	\$1,845.80
00053268	OSHKOSH CORP MCNEILUS	\$322.08
00053276	HOSE & RUBBER SUPPLY C - SOCKE	\$145.56
00053277	DRIVE TRAIN CASPER	\$453.04
00053360	SIX ROBBLEES NO 19 -	\$8.29
00053243	HOSE & RUBBER SUPPLY C - COUPL	\$185.12
00053451	CMI-TECO-CORE CREDIT	(\$100.00)
00053398	NAPA-7565 BATTERY	\$113.21
00053398	NAPA-FITTING	\$3.56
00053398	NAPA-8496R BATTERY	\$118.70
00053398	NAPA-OIL SEAL & BEARINGS	\$177.65
00053420	NORCO INC SCRUBBS COM	\$87.81
00053426	JACKS TRUCK-K022856 CHECK VALV	\$16.85
00053430	WESTERN FIRE TRUCK LLC	\$282.75
00053325	HONNEN EQUIPMENT 04 - ORING GA	\$27.34
00053448	BOBCAT OF CASPER-WIPER BLADE	\$29.20
00053398	NAPA	\$23.97
00053452	ALSCO INC.	\$723.42
00053462	GREINER FORD LINCOLN O - Credi	(\$98.66)
00053477	NETWORK FLEET. INC.	\$18.95
00053480	JACKS TRUCK AND EQUIPM	\$553.60
00053482	WW GRAINGER	\$25.14
00053493	CASPER TIRE 0000705	\$72.00

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

P-CARD VENDORS

00053507	JACKS TRUCK AND EQUIPMENT	\$26.44	
00053435	GREINER FORD LINCOLN O - Credi	(\$82.67)	
00053398	BEARING BELTCHAIN00244	\$356.54	
00053363	AMERI-TECH EQUIPMENT C	\$875.00	
00053367	STOTZ EQUIPMENT	\$97.64	
00053380	JACKS TRUCK AND EQUIPM	\$68.31	
00053386	JACKS TRUCK AND EQUIPM	\$131.56	
00053389	WW GRAINGER	\$52.62	
00053392	JACKS TRUCK -SPRING BRAKE VALV	\$213.52	
00053398	NAPA-CORE CREDIT	(\$18.08)	
00053398	NAPA-827-2625 PLOW LIGHTS	\$720.00	
00053398	NAPA	\$3.39	
00053398	NAPA-FILTER CREDIT	(\$90.44)	
00053398	NAPA	\$29.76	
00053398	NAPA-CORE CREDIT	(\$18.08)	
00053398	NAPA-5468 SHOCKS	\$147.10	
00053398	NAPA-24982 SEAL	\$25.86	
00053398	NAPA-CORE CREDIT	(\$18.08)	
00053398	NAPA-7565 BATTERY	\$113.21	
00053398	NAPA-CORE CREDIT	(\$81.01)	
00053254	FARIS MACHINERY -SEAL KIT	\$1,294.15	
00053398	NAPA	\$4.49	
00053204	IN NUTECH SPECIALTIES	\$240.00	
00053109	MENARDS CASPER WY	\$161.23	
00053019	BAILEY'S ACE HARDWARE	\$4.58	
00053147	SAMSClub #6425	\$13.86	
00053160	IN PEDENS INC.	\$156.00	
00053063	SAMS CLUB #6425	\$157.82	
00053284	NATRONA CNTY WY CLERK	\$15.00	
00053258	GOODYEAR COMMERCIAL TI - LT235	\$155.10	
00053284	NATRONA CNTY WY CLERK	\$15.00	
00053284	NATRONA CNTY WY CLERK	\$15.00	
00052897	AMAZON.COM AMZN.COM/BI	\$116.40	
00053328	GOVTELLERNATRONAWYFEE	\$1.50	
00053282	CPU IIT	\$931.79	
		\$49,941.78	Subtotal for Dept. Fleet Maintenance
00053228	PASTPERFECT SOFTWARE	\$432.00	
00053485	BAR D SIGNS INC	\$271.20	
00053022	USPS PO 5715580945	\$12.90	
00053514	COMTRONIX	\$72.00	
		\$788.10	Subtotal for Dept. Fort Caspar
00053207	SQ SQ CADOMA FOUNDAT	\$81.00	
00052783	NATIVE GROUND BOOK & M	\$121.50	
		\$202.50	Subtotal for Dept. General - Fort Caspar
00053406	HARBOR FREIGHT TOOLS	\$74.97	
00053330	GOLF OPERATOR ASSOC.	\$19.95	
00053483	MENARDS CASPER WY	\$14.84	
00053308	CHARTER COMM	\$134.96	

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

P-CARD VENDORS

00053464	IN NUTECH SPECIALTIES	\$47.50		
00053456	IN NUTECH SPECIALTIES	\$62.96		
00053446	IN NUTECH SPECIALTIES	\$100.96		
00053096	GROWTH PRODUCTS	\$6,000.00		
00053417	DIAMOND VOGEL PAINT #7	\$23.35		
00052996	HARBOR FREIGHT TOOLS Purch	\$21.97		
		\$6,501.46	Subtotal for Dept.	Golf Course
00053488	STAPLES 00114181	\$72.45		
00053089	STAPLES 00114181	\$77.94		
00052958	BLAKEMAN PROPANE INC-M	\$1,053.15		
00053210	BEARING BELTCHAIN00244	\$111.48		
		\$1,315.02	Subtotal for Dept.	Hogadon
00053140	CPU IIT	\$29.95		
00053127	DOLLAR TREE	\$100.00		
00053169	NEGOV	\$7,605.00		
00053321	ATLAS OFFICE PRODUCTS	\$5.99		
00053306	ALBERTSONS STO00000620	\$34.31		
00053097	CPU IIT	\$204.40		
00053307	BAUDVILLE INC.	\$76.45		
		\$8,056.10	Subtotal for Dept.	Human Resources
00053297	SAMS	\$20.61		
00053216	BAILEY'S ACE HARDWARE	\$11.18		
00053192	SAMS INTERNET	\$73.61		
00053054	BECKER ARENA PRODUC	\$725.98		
00053372	PFV VISTAR DE	\$86.99		
00053275	BAILEY'S ACE HARDWARE	\$17.96		
00052930	HOMEDEPOT.COM	\$129.00		
00053345	STAPLES 00114181	\$26.97		
00053340	SAMS CLUB #6425	\$36.90		
00053192	SAMS INTERNET	\$38.84		
00053423	IN PEDENS INC.	\$119.76		
00053356	FACEBOOK	\$45.96		
00053208	SAMS CLUB #6425	\$47.00		
00053214	SAMSCLUB #6425	\$54.64		
00053338	SAMS CLUB #6425	\$69.50		
		\$1,504.90	Subtotal for Dept.	Ice Arena
00053570	TIGER SUPPLIES	\$29.85		
00053443	CPU IIT	\$340.00		
		\$369.85	Subtotal for Dept.	Information Services
00053163	SUTHERLANDS 2219	\$576.00		
00053165	ANIMAL CARE EQUIP ONLI	\$609.00		
00053166	ANIMAL CARE EQUIP ONLINE	\$774.92		
00053189	KISTLER TENT AND AWNIN	\$178.00		
00053191	ANIMAL CARE EQUIP ONLINE	(\$87.79)		
00053195	ANIMAL CARE EQUIP ONLI - Credi	(\$101.15)		
00053350	IN ANGEL COMPANIONS P	\$90.00		
00053516	WYOMING WORK WAREHOUSE	\$55.98		

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

P-CARD VENDORS

00053347	ATLAS OFFICE PRODUCTS	\$583.00	
00053335	COMMUNICATION TECHNOLO	\$710.15	
00053309	NORCO INC	\$326.21	
00053477	NETWORK FLEET. INC.	\$132.65	
00053369	ATLAS OFFICE PRODUCTS	\$370.00	
00053505	WYOMING WORK WAREHOUSE	\$101.96	
00053093	NORCO INC	\$151.79	
00053113	WESTSIDE ANIMAL HOSPIT	\$103.24	
00053411	MURDOCH'S RANCH & HOME	\$139.99	
00053418	ANIMAL CARE EQUIPMENT	\$784.44	
00053437	MURDOCH'S RANCH & HOME	\$144.98	
00053466	MURDOCH'S RANCH & HOME	\$129.99	
00053519	COWBOY SCRUBS	\$116.00	
00053496	COWBOY SCRUBS	\$19.00	
00053375	VERIZON WIRELESS	\$379.40	
00053509	OFFICEMAX/OFFICEDEPOT6	\$49.98	
00053511	GALLS	\$159.95	
00053512	COWBOY SCRUBS	\$136.00	
00053471	OFFICEMAX/OFFICEDEPOT6	\$49.98	
00053517	WYOMING WORK WAREHOUSE	\$79.97	
00053521	WYOMING WORK WAREHOUSE	\$125.15	
00053491	WYOMING WORK WAREHOUSE	\$39.98	
00053465	MURDOCH'S RANCH & HOME	\$169.97	
00053016	OFFICEMAX/OFFICEDEPOT6	\$79.45	
		\$7,178.19	Subtotal for Dept. Metro Animal
00053036	TOP OFFICE PRODUCTS IN	\$42.69	
00053366	ATLAS OFFICE PRODUCTS	\$33.90	
00053361	TOP OFFICE PRODUCTS IN	\$22.87	
		\$99.46	Subtotal for Dept. Municipal Court
00053066	CASPER CONTRACTORS SUP	\$74.74	
00053490	MOBILE CONCRETE, INC	\$226.00	
00052999	VERIZON WIRELESS	\$136.81	
00053573	R & R REST STOPS	\$3,178.39	
00053593	VERIZON WIRELESS	\$40.01	
00053087	BAILEY'S ACE HARDWARE	\$28.80	
00053090	CRESCENT ELECTRIC 103	\$71.26	
00053115	BAILEY'S ACE HARDWARE	\$19.98	
00053124	CRESCENT ELECTRIC 103	\$300.03	
00053294	CASPER CONTRACTORS SUPPLY	\$9.04	
00053128	IN PROPET DISTRIBUTOR	\$620.95	
00053129	BUSH-WELLS SPORTING GO	\$80.85	
00053155	WW GRAINGER	\$5.10	
00053200	SUTHERLANDS 2219	\$72.86	
00053477	NETWORK FLEET. INC.	\$160.80	
00053213	BAILEYS ACE HARDWARE	\$6.99	
00053242	CRESCENT ELECTRIC 103	\$50.11	
00053404	CASPER STAR TRIBUNE	\$198.52	
00053128	IN PROPET DISTRIBUTOR	\$622.00	

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

P-CARD VENDORS

		\$5,903.24	Subtotal for Dept.	Parks
00053487	CASPER STAR TRIBUNE	\$87.36		
00053037	AMBI MAIL AND MARKETING	(\$39.88)		
00053484	CASPER STAR TRIBUNE	\$44.16		
00053500	CASPER STAR TRIBUNE	\$116.60		
00053394	ATLAS REPRODUCTION INC	\$18.00		
00053062	CASPER STAR TRIBUNE	\$505.12		
00053269	CPU IIT	\$89.00		
00052903	ALBERTSONS STO00000604	\$8.42		
00052799	AMBI MAIL AND MARKETIN	\$39.88		
		\$868.66	Subtotal for Dept.	Planning
00051008	MARRIOTT CORNHUSKER HO	\$14.00		
00053343	HARTZ E&F TOWING & REC	\$270.00		
00053084	ATLAS OFFICE PRODUCTS	\$208.04		
00053441	BAY TECH LABEL	\$84.09		
00050978	SHELL OIL 306722200QPS	\$23.75		
00050977	GULF OIL 92059269	\$26.70		
00053444	TACTICALGEAR.COM	\$181.32		
00052989	HUDSONNEWS ST863	\$16.73		
00053186	CASPER ANIMAL MEDICAL	\$128.30		
00053034	COCA COLA BOTTLING CO	\$134.40		
00053272	GALLS	\$257.90		
00053344	INTERSTATE ALL BATTERY	\$25.90		
00053292	NATIONAL MEDICAL SVC	\$113.00		
00053305	FEDEX 92402827	\$45.99		
00053583	SAMSLUB #6425	\$413.42		
00053017	B & B RUBBER STAMP	\$54.90		
00053605	LOAF N JUG #0105 Q81	\$6.28		
00050971	LOAF N JUG #0115 Q81	\$5.27		
00050972	PILOT 00004028	\$29.20		
00053018	BEST BUY 00015271	\$459.93		
00053311	SOURCE OFFICE AND TECH	\$666.32		
00049556	RADISSON HOTEL	\$97.90		
00050839	EXPEDIA	\$173.95		
00050942	MILLER TIME PUB	\$17.69		
00050959	PILOT 00004028	\$5.28		
00053589	FCC	\$70.00		
00053424	COCA COLA BOTTLING CO	\$68.25		
00053532	R & R REST STOPS	\$170.80		
00053371	IN CRIMETECH, INC.	\$104.20		
00052759	UNITED 01626076855270	\$25.00		
00053382	IN JERRY POST, PSY.D.	\$1,500.00		
00053312	IN POWDER RIVER SHRED	\$105.00		
00053469	MOUNTAIN STATES LITHOG	\$275.40		
00053425	RESPOND FIRST AID OF W	\$61.53		
00053564	POLICESTORE/BROWNELLS	\$51.97		
00053303	AMAZON MKTPLACE PMTS	\$45.80		
00052937	ENTERPRISE RENT-A-CAR	\$219.98		

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

P-CARD VENDORS

00053402 NMI NATIONWIDE	\$50.00	
00053440 ULINE SHIP SUPPLIES	\$117.65	
	\$6,325.84	Subtotal for Dept. Police
00049956 CHILI'S 01001882	\$11.96	
00050394 BJ'S RESTAURANTS 573	\$20.00	
00051497 WEST END GRILL - AL	\$18.90	
00050908 CHIPOTLE 1796	\$15.59	
00050400 SQ THE CHUCKWAGON	\$22.82	
00050849 KONA GRILL - HUNTSVILL	\$19.72	
00050559 HOME2 SUITES HUNTSVILL	\$840.54	
00049979 UNITED 01626041929455	\$60.00	
00050636 BAR LOUIE HUNTSVIL	\$16.81	
00050578 KROGER #677	\$62.61	
00050554 CHARLEYS PHILLY STEAKS	\$10.33	
00049942 QUE BUENO MEXICAN GRIL	\$6.48	
00050514 TARGET 00013466	\$11.07	
00050811 CHICK-FIL-A #00870	\$8.71	
00050300 BAR LOUIE HUNTSVIL	\$16.13	
00051170 MELLOW MUSHROOMHUNTS	\$14.89	
00050219 HOME2 SUITES HUNTSVILL	\$726.81	
00049912 SQ AAAA CAB COMPANY	\$26.22	
00050221 WAL-MART #0332	\$59.02	
00050090 CONNORS STEAK AND SEAF	\$32.16	
00051571 TST PIEOLOGY HUNTSVIL	\$9.76	
00050273 ORIGINAL PUBLIC HOUSE	\$18.26	
00050351 TST PIEOLOGY HUNTSVIL	\$12.47	
00051402 WINTZELLS OYSTER HOUSE	\$24.69	
00050078 ROSIES MEXICAN CANTINA	\$17.48	
00050008 BELOW THE RADAR	\$20.26	
00051747 BIG BOB GIBSON BBQ	\$18.24	
00049929 PUBLIX #598	\$71.66	
00051401 HILDEGARD'S BIERGARTEN	\$21.75	
00050268 OL HEIDELBERG	\$16.30	
00051046 BJ'S RESTAURANTS 573	\$20.84	
00051719 HOME2 SUITES HUNTSVILL	\$519.15	
00050991 MOES ORIGINAL BBQ PROV	\$20.98	
00051246 WEST END GRILL - AL	\$16.94	
00051188 HOME2 SUITES HUNTSVILL	\$702.06	
00050217 ARBYS 0517	\$8.47	
00051652 PHUKET THAI RESTAURANT	\$23.89	
00050826 CHICK-FIL-A #00870	\$2.02	
00050820 KROGER #677	\$58.11	
00051720 UNITED 01626062774136	\$60.00	
00051593 BLUE PLATE CAFE	\$15.19	
00050901 HOME2 SUITES HUNTSVILL	\$741.66	
00050796 GRILLE 29 HUNTSVILLE	\$19.17	
00051144 MARTINS BBQ JOINT	\$24.26	
00050789 PO BOY FACTORY INC	\$17.06	

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

P-CARD VENDORS

00050785	TOKYO JAPANESE STEAK H	\$33.73		
00051353	CONNORS STEAK AND SEAF	\$32.11		
00051442	#136 BRAVO HUNTSVILLE	\$25.68		
00051289	TST ROCKET CITY TAVER	\$16.94		
00050685	PO BOY FACTORY INC	\$19.83		
00051532	HOME2 SUITES HUNTSVILL	\$726.81		
00051412	STRAIGHT TO ALE BRANDS	\$18.26		
00051165	GRILLE 29 HUNTSVILLE	\$24.66		
		\$5,379.46	Subtotal for Dept.	Police Grants
00053348	IN EMPLOYMENT HEALTH	\$575.00		
00053337	COMTRONIX	\$219.66		
		\$794.66	Subtotal for Dept.	Property & Liability Insurance
00053297	SAMS	\$23.96		
00053208	SAMS CLUB #6425	\$23.50		
00053297	SAMS	\$20.61		
00053313	ATLAS	\$91.36		
00053148	NORCO INC	\$319.06		
00053025	SAMS CLUB #6425	\$53.84		
00053297	SAMSCLUB #6425	\$32.09		
00053098	AMAZON.COM AMZN.COM/BI	\$53.99		
00053224	POWERMUSIC.COM	\$80.87		
00053208	SAMS CLUB #6425	\$23.50		
00053313	ATLAS OFFICE PRODUCTS	\$91.36		
00053208	SAMS CLUB #6425	\$14.17		
		\$828.31	Subtotal for Dept.	Recreation
00053332	CASPER TIRE 0000705	\$32.50		
00053209	CASPER TIRE 0000705	\$32.50		
00053028	CASPER FIRE EXTINGUISHER	\$439.50		
00053252	CASPER TIRE 0000705	\$47.50		
00053477	NETWORK FLEET. INC.	\$492.70		
00053006	CASPER STAR TRIBUNE	\$182.84		
00053281	S&S CASPER- PARTS	\$71.30		
00053336	BEARING BELTCHAIN00244	\$21.96		
00052934	MENARDS CASPER WY	\$24.82		
00052910	HARBOR FREIGHT TOOLS 3	\$155.88		
00052876	NORCO INC	\$403.20		
00053196	WHEATLAND TRAVEL CEN	\$47.64		
00053187	LOVE S COUNTRY00002204	\$100.00		
00052891	MENARDS CASPER WY	\$140.75		
00053339	FACEBOOK	\$19.72		
00053211	WHEATLAND TRAVEL CENTER	\$70.06		
00052947	AIRGAS CENTRAL	\$27.76		
00052956	AIRGAS CENTRAL	\$322.91		
00053141	DANA KEPNER COMPANY/HD	\$4,544.40		
00053334	FACEBK CVUGGBEJH2	\$0.51		
00052969	WESTERN SLING CO	\$50.00		
		\$7,228.45	Subtotal for Dept.	Refuse Collection
00053547	CASPER STAR TRIBUNE	\$360.91		

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

P-CARD VENDORS

00052999	VERIZON WIRELESS	\$19.33		
00053477	NETWORK FLEET. INC.	\$37.90		
00053077	CPU IIT	\$640.00		
00052914	MENARDS CASPER WY	\$44.88		
00052884	TOWNSQ MEDIA CASPER	\$340.00		
00053100	WAGNER'S OUTDOOR OUTFI	\$27.30		
00053070	OFFICEMAX/OFFICEDEPOT6	\$26.99		
00053390	BRECK MEDIA GROUP WY	\$130.00		
		\$1,627.31	Subtotal for Dept.	Sewer
00053088	MES/LAWMEN	\$434.35		
		\$434.35	Subtotal for Dept.	Social Community Services
00053432	ALSCO INC.	\$665.04		
00053173	0970 CED	\$257.50		
00052999	VERIZON WIRELESS	\$19.33		
00053358	HOSE & RUBBER SUPPLY C	\$327.74		
00053020	BEARING BELTCHAIN00244	\$199.00		
00052998	CASPER STAR TRIBUNE	\$492.20		
00053073	HOSE & RUBBER SUPPLY C	\$556.66		
00053594	TOP OFFICE PRODUCTS IN	\$102.30		
00053477	NETWORK FLEET. INC.	\$568.50		
00052865	BLOEDORN LUMBER CASPER	\$116.18		
00053405	CASPER STAR TRIBUNE	\$440.08		
		\$3,744.53	Subtotal for Dept.	Streets
00053239	HENSLEY BATTERY&ELEC	\$27.16		
00053056	NORTHROP BOILER WORKS	\$255.00		
00053314	TFS FISHER SCI ATL	\$98.28		
00053339	FACEBOOK	\$186.68		
00053145	BAILEYS ACE HARDWARE	\$24.44		
00052999	VERIZON WIRELESS	\$38.67		
00053399	CASPER STAR TRIBUNE	\$227.76		
00053250	HONNEN EQUIPMENT 04	\$92.60		
00053547	CASPER STAR TRIBUNE	\$360.91		
00053334	FACEBOOK	\$1.25		
00052840	BEARING BELTCHAIN00244	\$22.52		
00053045	STOTZ EQUIPMENT - Credit	(\$6.87)		
00053032	STOTZ EQUIPMENT	\$6.54		
00052874	BRECK MEDIA GROUP WY	\$240.00		
00053198	NORCO INC	\$285.00		
00052884	TOWNSQ MEDIA CASPER	\$340.00		
00053029	STOTZ EQUIPMENT	\$6.87		
00053157	TFS FISHER SCI CCH	\$37.06		
00053298	TEST GAUGE & BACKFLOW	\$100.85		
00053390	BRECK MEDIA GROUP WY	\$130.00		
00053285	BAILEYS ACE HARDWARE	\$58.45		
00053283	HOSE & RUBBER SUPPLY C	\$74.60		
00053220	HONNEN EQUIPMENT 04	\$132.69		
00052980	ATLAS OFFICE PRODUCTS	\$74.28		
00053299	HOSE & RUBBER SUPPLY C	\$18.20		

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

P-CARD VENDORS

	\$2,832.94	Subtotal for Dept.	Waste Water
00053538 FEDEX 92610005	\$30.04		
00053431 ALSCO INC.	\$533.78		
00053431 ALSCO INC.	\$449.20		
00053407 ENERGY LABORATORIES, I	\$25.00		
00053477 NETWORK FLEET. INC.	\$170.55		
00053091 ENERGY LABORATORIES, I	\$320.00		
00053395 WAL-MART #3778	\$13.06		
00053384 ENERGY LABORATORIES, I	\$320.00		
00053378 ENERGY LABORATORIES, I	\$37.00		
00053206 CASPER CONTRACTORS SUP	\$15.90		
00053202 INBERG-MILLER ENGINEER	\$280.00		
00053194 NORCO INC	\$31.84		
00053188 BLOEDORN LUMBER CASPER	\$22.88		
00053156 WATERWORKS INDUSTRIES	\$75.14		
00053379 USPS PO 5715580945	\$7.78		
00053397 SAMSClub #6425	\$150.81		
00053116 ENERGY LABORATORIES, I	\$25.00		
00053119 THE HOME DEPOT #6001	\$49.22		
00053271 BEARING BELTCHAIN00244	\$19.38		
00053261 ANDERSON SEISMOGRAPH B	\$82.50		
00053065 RHINO LINING OF CASPER	\$400.00		
00053244 BEARING BELTCHAIN00244	\$67.22		
00052750 IN PEDENS INC.	\$12.60		
00053409 FINISH LINE SYSTEMS LL	\$7,557.85		
00052968 SUTHERLANDS 2219	\$22.15		
00052999 VERIZON WIRELESS	\$64.94		
00053005 ENERGY LABORATORIES, I	\$340.00		
00053326 IN PEDENS INC. - Credit	(\$0.60)		
	\$11,123.24	Subtotal for Dept.	Water
00053293 SUTHERLANDS 2219	\$33.96		
00053400 ENERGY LABORATORIES	\$225.00		
00052999 VERIZON WIRELESS	\$19.33		
00053403 AUTOMATION ELECTRONICS	\$191.90		
00053117 ALBERTSONS STO00000604	\$68.59		
00053120 ATLAS OFFICE PRODUCTS	\$57.90		
00053139 COASTAL CHEMICAL CO LL	\$39.34		
00053197 SUTHERLANDS 2219	\$43.85		
00053076 USPS PO 5715580945	\$6.50		
00053289 ENERGY LABORATORIES	\$225.00		
00053315 ENERGY LABORATORIES	\$225.00		
00053349 BEARING BELTCHAIN00244	\$10.88		
00053364 EUROFINS EATON ANALYTI	\$100.00		
00053498 USPS PO 5715580945	\$6.47		
00053069 CASPER STAR TRIBUNE	\$43.54		
00053415 ALSCO INC.	\$144.00		
00053459 BEARING BELTCHAIN00244	\$75.40		
00053413 BEARING BELTCHAIN00244	\$68.84		

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

P-CARD VENDORS

00053454 WW GRAINGER	\$217.02		
	\$1,802.52	Subtotal for Dept.	Water Treatment Plant
00052758 ACE TOOL ONLINE	\$446.08		
00053479 ADOBE PHOTOGRAPHY PLAN - Credit	(\$5.99)		
00052055 ADOBE PHOTOGRAPHY PLAN	\$125.87		
00053504 CALIFORNIA CONTRACTORS	\$131.40		
	\$697.36	Subtotal for Dept.	Weed And Pest
	\$158,669.36	Subtotal for Vendor	

PEAK GEOSOLUTIONS/ SOLID WASTE PROFESSIONALS

2017.02 GAS COLLECTION & CONTROL	\$14,191.70		
	\$14,191.70	Subtotal for Dept.	Balefill
	\$14,191.70	Subtotal for Vendor	

PLATTE RIVER TRAILS TRUST

RIN0027351 FUNDING	\$26,023.94		
	\$26,023.94	Subtotal for Dept.	Council
	\$26,023.94	Subtotal for Vendor	

POWDER RIVER CONSTRUCTION INC

5 SCHOOL WALKABILITY PROJECT	\$511.50		
5 SCHOOL WALKABILITY PROJECT	\$2,046.00		
	\$2,557.50	Subtotal for Dept.	Streets
	\$2,557.50	Subtotal for Vendor	

RAILROAD MGMT CO III, LLC

338416 42-INCH SEWER LINE CROSSING	\$194.55		
	\$194.55	Subtotal for Dept.	Waste Water
	\$194.55	Subtotal for Vendor	

ROCKY MOUNTAIN POWER

AP000149123016 ELECTRICITY	\$4,950.02		
	\$4,950.02	Subtotal for Dept.	Aquatics
AP000150010317 ELECTRICITY	\$219.47		
	\$219.47	Subtotal for Dept.	Cemetery
AP000151123016 ELECTRICITY	\$31.84		
AP000151123016 ELECTRICITY	\$1,537.35		
AP000151123016 ELECTRICITY	\$3,305.59		
AP000151123016 ELECTRICITY	\$1,005.74		
	\$5,880.52	Subtotal for Dept.	City Hall
AP000155010317 ELECTRICITY	\$3,197.90		
	\$3,197.90	Subtotal for Dept.	Fire
AP000154010317 ELECTRICITY	\$4,270.38		
	\$4,270.38	Subtotal for Dept.	Fleet Maintenance
AP000156123016 ELECTRICITY	\$639.22		
	\$639.22	Subtotal for Dept.	Fort Caspar
AP000157123016 ELECTRICITY	\$3,657.82		

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

ROCKY MOUNTAIN POWER

	\$3,657.82	Subtotal for Dept.	Golf Course
AP00015801061713 ELECTRICITY	\$15,473.79		
	\$15,473.79	Subtotal for Dept.	Hogadon
AP000159123016 ELECTRICITY	\$6,326.76		
	\$6,326.76	Subtotal for Dept.	Ice Arena
AP000160010317 ELECTRICITY	\$975.84		
	\$975.84	Subtotal for Dept.	Metro Animal
AP000180010317 ELECTRICITY	\$3,777.41		
	\$3,777.41	Subtotal for Dept.	Parks
AP000162010317 ELECTRICITY	\$329.03		
	\$329.03	Subtotal for Dept.	Police
AP000152123016 ELECTRICITY	\$3,685.99		
	\$3,685.99	Subtotal for Dept.	Recreation
AP000163010317 ELECTRICITY	\$520.21		
	\$520.21	Subtotal for Dept.	Sewer
AP000166010317 ELECTRICITY	\$29,379.40		
	\$29,379.40	Subtotal for Dept.	Waste Water
	\$83,283.76	Subtotal for Vendor	

SAM PARSON'S UPHOLSTERY

673924 REUPHOLSTER SEAT CUSHIONS	\$99.66		
	\$99.66	Subtotal for Dept.	Fleet Maintenance
	\$99.66	Subtotal for Vendor	

SCHAFFER, KELLY

0027871316 UTILITY REFUND	\$26.02		
	\$26.02	Subtotal for Dept.	Water
	\$26.02	Subtotal for Vendor	

SCHAFFER, CHRISTINA

0027871307 UTILITY REFUND	\$16.43		
	\$16.43	Subtotal for Dept.	Water
	\$16.43	Subtotal for Vendor	

SCOTT WIRTZ

RIN0027315 BOOT REIMBURSEMENT	\$62.99		
	\$62.99	Subtotal for Dept.	Streets
	\$62.99	Subtotal for Vendor	

SCS AQUATERRA

RIN0027328 GAS COLLECTION & CONTROL	\$188,226.62		
RIN0027328 RETAINAGE	(\$1,999.02)		
	\$186,227.60	Subtotal for Dept.	Balefill
	\$186,227.60	Subtotal for Vendor	

SHAMROCK ENVIRONMENTAL CORPORATION

7 WYOMING BLVD NORTH PLATTE	\$369,040.35		
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Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

SHAMROCK ENVIRONMENTAL CORPORATION

7 WYOMING BLVD NORTH PLATTE

\$369,040.35 Subtotal for Dept. City Manager
\$245,875.00
\$245,875.00 Subtotal for Dept. Streets
\$614,915.35 Subtotal for Vendor

SMARSH, INC

INV00203798 ARCHIVING SERVICE
INV00169990ADJ ARCHIVING SERVICE

\$1,747.50
\$2,834.50
\$4,582.00 Subtotal for Dept. Finance
\$4,582.00 Subtotal for Vendor

STANTEC CONSULTING SVCS INC.

1138891 NORTH PLATTE RIVER RESTORATION

\$21,307.35
\$21,307.35 Subtotal for Dept. Streets
\$21,307.35 Subtotal for Vendor

STAR LINE FEEDS

242222 PET FOOD

\$330.50
\$330.50 Subtotal for Dept. Metro Animal
\$330.50 Subtotal for Vendor

STATE OF WY. - DEPT. OF AGRICULTURE

RIN0027334 SCALE LICENSE

\$25.00
\$25.00 Subtotal for Dept. Balefill
\$25.00 Subtotal for Vendor

STATE OF WY. - DEPT. OF REVENUE

AMENDED OCT 16 AMENDED SALES TAX OCT 2016

\$1,675.10
\$1,675.10 Subtotal for Dept. Casper Events Center

DECEMBER 2016 SALES TAX DECEMBER 2016

\$5.38
\$5.38 Subtotal for Dept. Aquatics

DECEMBER 2016 SALES TAX DECEMBER 2016

\$1.20
\$1.20 Subtotal for Dept. Balefill

DECEMBER 2016 SALES TAX DECEMBER 2016

\$107.34
\$107.34 Subtotal for Dept. Fort Caspar

DECEMBER 2016 SALES TAX DECEMBER 2016

\$396.86
\$396.86 Subtotal for Dept. Ice Arena

DECEMBER 2016 SALES TAX DECEMBER 2016

\$8.79
\$8.79 Subtotal for Dept. Recreation
\$2,194.67 Subtotal for Vendor

STATE OF WY. - OFFICE OF STATE LANDS & INVEST

RIN0027342 CW128 PRINCIPAL PAYMENT

\$3,434.22
\$3,434.22 Subtotal for Dept. Waste Water
\$3,434.22 Subtotal for Vendor

STEALTH PARTNER GROUP

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

STEALTH PARTNER GROUP

RIN0027341 STOP LOSS INSURANCE

\$57,303.98
\$57,303.98 Subtotal for Dept. Health Insurance
\$57,303.98 Subtotal for Vendor

STOOPS, DAN

0027871312 UTILITY REFUND

\$15.44
\$15.44 Subtotal for Dept. Water
\$15.44 Subtotal for Vendor

SULZEN, BRITNEY

0027871310 UTILITY REFUND

\$46.07
\$46.07 Subtotal for Dept. Water
\$46.07 Subtotal for Vendor

SUPERIOR INDUSTRIAL SUPPLY & EQUIPMENT INC

6453 ADD CONDUCTIVE BUMPERS
6454 REPAIR 4 POST LIFT
6452 INSTALL 5 FIXED LADDER FALL PR
6494 ADJUST LIFT LOCKS

\$598.84
\$916.20
\$7,578.70
\$475.00
\$9,568.74 Subtotal for Dept. Fleet Maintenance
\$9,568.74 Subtotal for Vendor

URGENT CARE OF CASPER LLC.

692 HEP V VACCINE

\$58.00
\$58.00 Subtotal for Dept. Waste Water
\$58.00 Subtotal for Vendor

VEGA, ALBERT

0027871306 UTILITY REFUND

\$42.26
\$42.26 Subtotal for Dept. Water
\$42.26 Subtotal for Vendor

VERCELUZ, MARLYN

0027871317 UTILITY REFUND

\$11.49
\$11.49 Subtotal for Dept. Water
\$11.49 Subtotal for Vendor

VICKI SCHULER

RIN0027313 TUITION

\$977.49
\$977.49 Subtotal for Dept. Fire
\$977.49 Subtotal for Vendor

VICTOR SALAZAR

11231627041 TOOL REIMBURSEMENT

\$500.00
\$500.00 Subtotal for Dept. Fleet Maintenance
\$500.00 Subtotal for Vendor

VIEWPOINT GOVERNMENT SOLUTIONS, INC.

Bills and Claims

City of Casper

04-Jan-17 to 17-Jan-17

VIEWPOINT GOVERNMENT SOLUTIONS, INC.

2355 LICENSES

\$1,800.00

\$1,800.00 Subtotal for Dept. Code Enforcement

2355 LICENSES

\$450.00

\$450.00 Subtotal for Dept. Engineering

\$2,250.00 Subtotal for Vendor

VISION SVC. PLAN

803418159 COBRA CONTRIBUTIONS

\$36.98

803418158 VISION INSURANCE

\$1,476.36

\$1,513.34 Subtotal for Dept. Health Insurance

\$1,513.34 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0027333 BOOSTER IRRIGATION

\$14.00

\$14.00 Subtotal for Dept. Water Treatment Plant

\$14.00 Subtotal for Vendor

WY. BUSINESS COALITION ON HEALTH, INC.

2017 JAN-JUNE DUES

\$4,810.00

\$4,810.00 Subtotal for Dept. Health Insurance

\$4,810.00 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000086037 WY BLVD AND EAST 12TH STREET W

\$202.93

\$202.93 Subtotal for Dept. Water

\$202.93 Subtotal for Vendor

WY. MACHINERY CO.

S1641701 NEW FORKLIFT, 7000LN

\$44,905.00

\$44,905.00 Subtotal for Dept. Balefill

S16407011 UPGRADES FOR LOADER

\$3,547.00

\$3,547.00 Subtotal for Dept. Water

\$48,452.00 Subtotal for Vendor

YORK, DALTON

0027871311 UTILITY REFUND

\$54.07

\$54.07 Subtotal for Dept. Water

\$54.07 Subtotal for Vendor

Grand Total

\$3,221,575.29

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 01/17/17

Payroll Disbursements

1/9/17	FIRE PAYROLL	\$	187,898.54
1/9/17	BENEFITS & DEDUCTIONS	\$	37,754.94
1/12/17	CITY PAYROLL	\$	1,137,873.96
1/12/17	BENEFITS & DEDUCTIONS	\$	176,239.59

Total Payroll	\$	<u>1,539,767.03</u>
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Additional Fees

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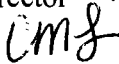
Additional AP

12/30/16	Ticket Sale Deposits wired to Global Spectrum	\$	27,064.20
1/12/17	Operating funding wire to Global Spectrum	\$	35,302.28
1/12/17	Management Fee wire to Global Spectrum	\$	10,833.33

Total Additional AP	\$	<u>73,199.81</u>
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January 10, 2017

MEMO TO: V.H. McDonald, City Manager 

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

SUBJECT: Establish Public Hearing for 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, establish February 7, 2017, as the Public Hearing date for the consideration 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.

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 will be advertised concurrently. The transfer will take place at the February 7, 2017 Council meeting, and the renewal will take place at the February 21, 2017 Council meeting. By holding the transfer and renewal on these dates, the transfer and renewal requirements will both be satisfied.

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

As required by Municipal Code 05.08.070, a notice 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).

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 and interest shall not have any ownership or other legal interest or to 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 by 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.

January 12, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Public hearing for consideration of a vacation and replat creating the Raven Crest Addition.

Recommendation:

That Council, by ordinance, approve a vacation and replat creating the Raven Crest Addition, and also approve the associated subdivision agreement.

Summary:

Harmony Hills Holdings, LLC, Harmony Development, LLC and High Plains Investments, LLC have applied to vacate and replat portions of Sunrise Hills No. 3, Sunrise Hills No. 12, and Harmony Hills Addition No. 2 – Phase 1, totaling approximately 6.6-acres, to create the Raven Crest Addition. The subject property is zoned C-2 (General Business), is surrounded by properties zoned the same, and is located east of Tranquility Way, directly south of the existing Harmony Hills multi-tenant commercial building on the south side of Wyoming Boulevard. The proposed Raven Crest Addition is creating a single lot on which the applicants are proposing to develop a multi-family residential project. Multi-family residential is a permitted use under the current zoning of the property. There are no minimum lot size requirements in the C-2 (General Business) zoning district. It is anticipated that the City will be reviewing a site plan for the multi-family project to be located on the property in February of 2017.

The Planning and Zoning Commission recommended approval of the requested vacation and replat after a public hearing on December 15, 2016. There were no public comments received.

An ordinance and a subdivision agreement have been prepared for Council's consideration.

Raven Crest Addition



CERTIFICATE OF DEDICATION

STATE OF WYOMING }
 COUNTY OF NATRONA }SS

THE UNDERSIGNED HIGH PLAINS INVESTMENTS, LLC, HARMONY DEVELOPMENT, LLC & HARMONY HILLS HOLDINGS, LLC DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND BEING PORTIONS OF LOTS 21, 22, 23, 24 & 25, SUNRISE HILLS NO. 3, PORTION OF TRACT C, SUNRISE HILLS NO. 12, LOTS 3 & 4, BLOCK 5, LOTS 1 & 2, BLOCK 6 AND KINSHIP DRIVE OF HARMONY HILLS ADDITION NO. 2 - PHASE 1, CITY OF CASPER, WYOMING, SITUATE WITHIN THE NE1/4 AND THE NW1/4 OF SECTION 29, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 29, MONUMENTED BY A BRASS CAP;
 THENCE N27°12'07"W, A DISTANCE OF 1988.57 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;
 THENCE S89°19'15"W, ALONG THE SOUTH LINE OF THE PARCEL, AND THE NORTH LINE OF BLOCK 5, HARMONY HILLS NO. 2 ADDITION - PHASE 1, A DISTANCE OF 509.79 FEET TO THE SOUTHWEST CORNER OF THE PARCEL LOCATED ON THE EAST LINE OF TRANQUILITY WAY, MONUMENTED BY A BRASS CAP;
 THENCE N00°00'00"E, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF TRANQUILITY WAY, A DISTANCE OF 560.27 FEET TO THE NORTHWEST CORNER OF THE PARCEL, ALSO BEING THE SOUTHWEST CORNER OF HARMONY HILLS NO. 2 ADDITION - PHASE 2, MONUMENTED BY A BRASS CAP;
 THENCE N88°32'33"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF HARMONY HILLS NO. 2 ADDITION - PHASE 2, A DISTANCE OF 509.92 FEET TO THE NORTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;
 THENCE S00°00'00"E, ALONG THE EAST LINE OF THE PARCEL, A DISTANCE OF 567.20 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 6.60 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.
 THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR. THE NAME OF THE SUBDIVISION SHALL BE "RAVEN CREST ADDITION" AND THE OWNER HEREBY GRANTS TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "15' UTILITY EASEMENT" AND "20' UTILITY EASEMENT" AS SHOWN ON THIS PLAT. THE 20' WIDE PUBLIC ACCESS EASEMENT IS HEREBY DEDICATED TO THE USE OF THE PUBLIC. TRANQUILITY WAY AS SHOWN HEREON HAS PREVIOUSLY BEEN DEDICATED TO THE USE OF THE PUBLIC.

HIGH PLAINS INVESTMENTS, LLC
 421 SOUTH CENTER STREET
 CASPER, WYOMING 82601

LISA BURRIDGE - PRESIDENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY LISA BURRIDGE, PRESIDENT OF HIGH PLAINS INVESTMENTS, LLC, THIS ____ DAY OF _____, 2017.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____

NOTARY PUBLIC

HARMONY HILLS HOLDINGS, LLC
 421 SOUTH CENTER STREET
 CASPER, WYOMING 82601

LISA BURRIDGE - PRESIDENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY LISA BURRIDGE, PRESIDENT OF HARMONY HILLS HOLDINGS, LLC, THIS ____ DAY OF _____, 2017.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____

NOTARY PUBLIC

HARMONY DEVELOPMENT, LLC
 P.O. BOX 1176
 CASPER, WYOMING 82602

LISA BURRIDGE - PRESIDENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY LISA BURRIDGE, PRESIDENT OF HARMONY DEVELOPMENT, LLC, THIS ____ DAY OF _____, 2017.

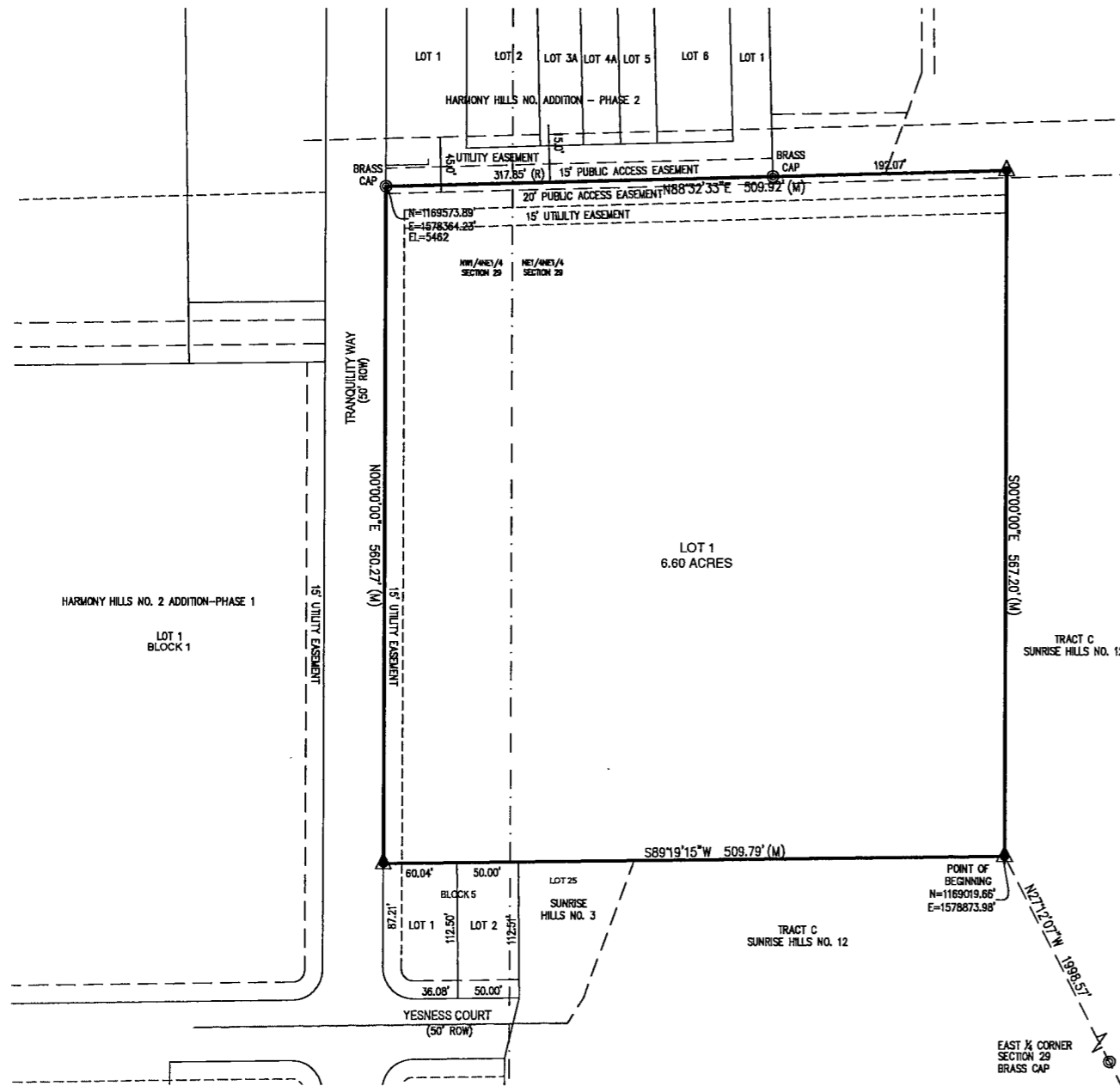
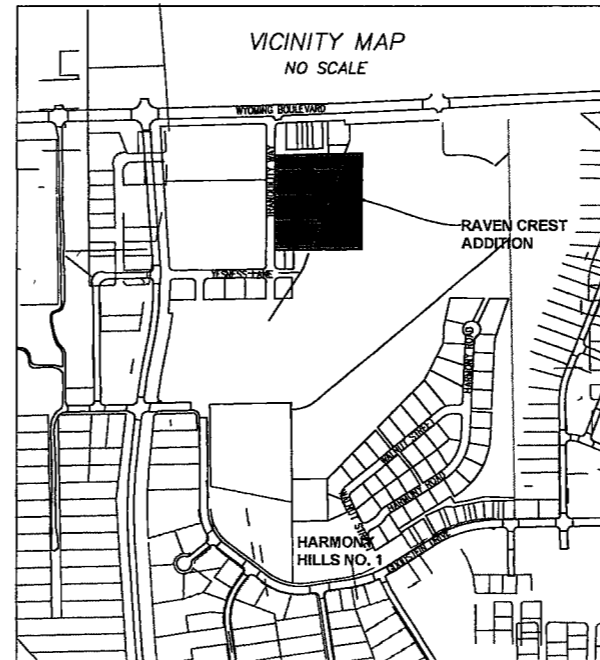
WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____

NOTARY PUBLIC

VACATION & REPLAT OF
 PORTIONS OF LOTS 21, 22, 23, 24 & 25
 SUNRISE HILLS NO. 3
 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

AN ADDITION TO THE CITY OF CASPER, WYOMING
 BEING A PORTION OF THE NE1/4 & NW1/4
 SECTION 29 T.33N., R.79W., 6TH P.M.
 NATRONA COUNTY, WYOMING
 W.O. #16-049



APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
 THIS ____ DAY OF _____, 2016.

ATTEST: _____ SECRETARY _____ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____ DULY PASSED,
 ADOPTED AND APPROVED THIS ____ DAY OF _____, 2017.

ATTEST: _____ CITY CLERK _____ MAYOR

INSPECTED AND APPROVED THIS ____ DAY OF _____, 2017.

INSPECTED AND APPROVED THIS ____ DAY OF _____, 2017.

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:766,850.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°40'29.731", AND THE COMBINED FACTOR IS 0.9997593.
4. ALL DISTANCES ARE GROUND.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
 COUNTY OF NATRONA }SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN OCTOBER, 2016, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER
 THIS ____ DAY OF JANUARY, 2017.

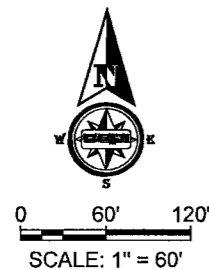
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

LEGEND

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



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

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 ____ day of _____, 201__.

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:





CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

January 12, 2017

MEMO TO: V.H. McDonald, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: Public Hearing for consideration of an annexation and plat creating Wolf Creek Nine Addition

Recommendation:

That Council, by ordinance, approve the annexation and plat creating Wolf Creek Nine Addition, as recommended by the Planning and Zoning Commission.

Summary:

Mesa Development, Inc. has applied to annex a 1.467-acre parcel, which is being incorporated into a replat, consisting of a total of 20.1-acres, more or less, to create the Wolf Creek Nine Addition. In an associated item, the applicant has applied for R-2 (One Unit Residential) and R-4 (High Density Residential) zoning for the proposed Wolf Creek Nine Addition. In 2014 the Planning and Zoning Commission and the City Council approved replats and a zone change of the subject area, creating the Wolf Creek Eight and Wolf Creek Nine Additions; however, the plats were not signed by the applicant and recorded within the one (1) year statutory deadline, and the plats became void. The City Council reviewed an adjoining phase, Wolf Creek Eight, in the late summer of 2016. In that the Wolf Creek Nine phase required an annexation, which is approximately a six (6) month process, the applicant decided to split the project into two (2) phases in order to allow the first phase to begin development while the annexation is being processed.

The proposed Wolf Creek Nine Addition is located between the Wolf Creek neighborhood on the south, and Mountain Plaza shopping center on the north. The Wolf Creek neighborhood consists of R-1 (Residential Estate) properties, and the Mountain Plaza shopping center consists of commercial and multi-family uses. The applicant has stated that the intention for the R-4 (High Density Residential) portion of Wolf Creek Nine Addition is the construction of twinhomes. The proposed zoning of the Wolf Creek Nine Addition provides a transition from lower density, less intense land uses on the south, to higher density, more intense land uses on the north.

The Comprehensive Land Use Plan is the planning document that describes the values and ideals expressed by the community for its future. The Plan was created in 2000 and was based on approximately two (2) years of citizen meetings and visioning intended to create a set of goals and policies regarding land use in the Casper area. Whenever a zone

change or annexation is proposed, the Planning and Zoning Commission should base its decision on whether to approve it on the criteria expressed in the Comprehensive Land Use Plan. Furthermore, Section 17.12.170 of the Casper Municipal Code specifies that staff must review zoning applications in context with the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and the City Council as to the proposal's conformance with the plan.

The Future Land Use Plan is a map element of the Comprehensive Land Use Plan that visibly sets the City's policy regarding future zoning and land use patterns. It also provides assurance and direction to property owners and the private development sector with respect to the desired development activity of specific areas. In this case, the Future Land Use Plan element of the 2000 Casper Area Comprehensive Land Use Plan identifies this area to be appropriately developed as "Single-Family (Low Density)."

The proposed R-2 (One Unit Residential) zoning district allows for the development of any and all of the following permitted uses:

- A. **Conventional site-built single-family dwellings** and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- B. Day care, adult;
- C. Family child care home;
- D. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
- E. Schools, public, parochial, and private elementary, junior and senior high;
- F. Neighborhood assembly uses;
- G. Neighborhood grocery;
- H. Group home;
- I. Church.

The R-4 (High Density Residential) zoning district allows for the development of any and all of the following permitted uses:

- A. Assisted Living;
- B. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- C. Conventional site-built and modular two-family dwellings;
- D. Conventional site-built and modular multifamily dwellings;
- E. Conventional site-built and modular condominiums for residential use;
- F. **Conventional site-built and modular townhomes for residential use;**
- G. Bed and breakfast;

- H. Bed and breakfast homestay;
- I. Boarding/rooming houses;
- J. Churches;
- K. Day-care, adult;
- L. Family child care home;
- M. Group homes;
- N. Nursing homes;
- O. Parks, playgrounds, golf courses, and similar recreational activities operated and used primarily during daylight hours;
- P. Schools, public, parochial, and private elementary, junior and senior high;
- Q. Neighborhood assembly uses;
- R. Branch community facilities;
- S. Neighborhood grocery;
- T. Personal service shops;
- U. Professional offices with fewer than twenty employees;
- V. Coffee shops, cafes and restaurants without drive-up windows;
- W. Sundry shops and specialty shops.

The Comprehensive Land Use Plan also establishes a list of visions, principles and goals to guide the City's land use policies and decisions. With regard to the current proposal, the development of the area as proposed, is supported by the following visions, principles and goals:

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

Principle E – Balance Housing Supply with Demands Created by Economic Growth.

Goal 7 –Provide a variety of housing types and densities offering convenient and affordable housing to meet the demands created by growth in industrial and commercial development.

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

Principle K – Direct Growth to Encourage Infill and Redevelopment.

Vision 9: Attainable Housing – A community that offers a full range of housing types to meet the needs and expectations of people of all incomes, lifestyles, and age groups.

Principle Z – Provide for Adequate Attainable Housing.

Goal 48 – Promote the availability of adequate, safe, and well-served housing for all age groups and populations in the Casper area.

Goal 49 – Provide adequate land to meet anticipated housing needs.

Goal 51 – Encourage the distribution of affordable housing in order to achieve a diversified community.

With the exception of the applicant, who spoke in favor, there were no public comments received at the Planning and Zoning Commission public hearing on December 15, 2016. There were, however, three (3) letters in opposition to the development of the area. The Planning and Zoning Commission approved the annexation and plat, but tabled the zoning of the area because the applicant verbally expressed that he objected to one of the conditions of the plat. In the days following the public hearing, the applicant was able to comply with the recommended condition and stated his wish to move the proposal forward to City Council for review. The Planning and Zoning Commission will review the zoning component of the proposal at its January public hearing, and if approved, the zoning will catch up with the annexation and plat at a future City Council meeting.

An ordinance and a subdivision agreement have been provided for Council's consideration.

Wolf Creek Nine Addition

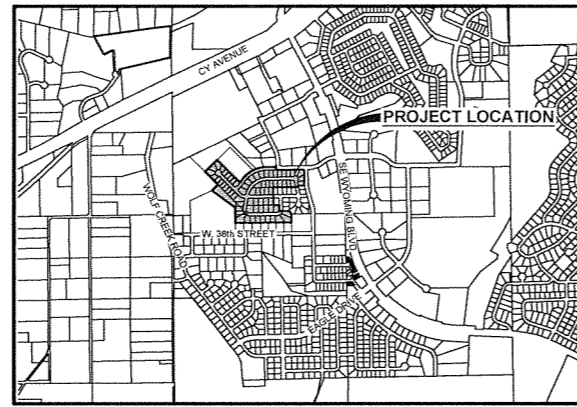


ANNEXATION, VACATION, AND REPLAT OF WOLF CREEK NINE ADDITION TO THE CITY OF CASPER

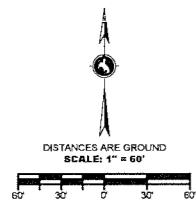
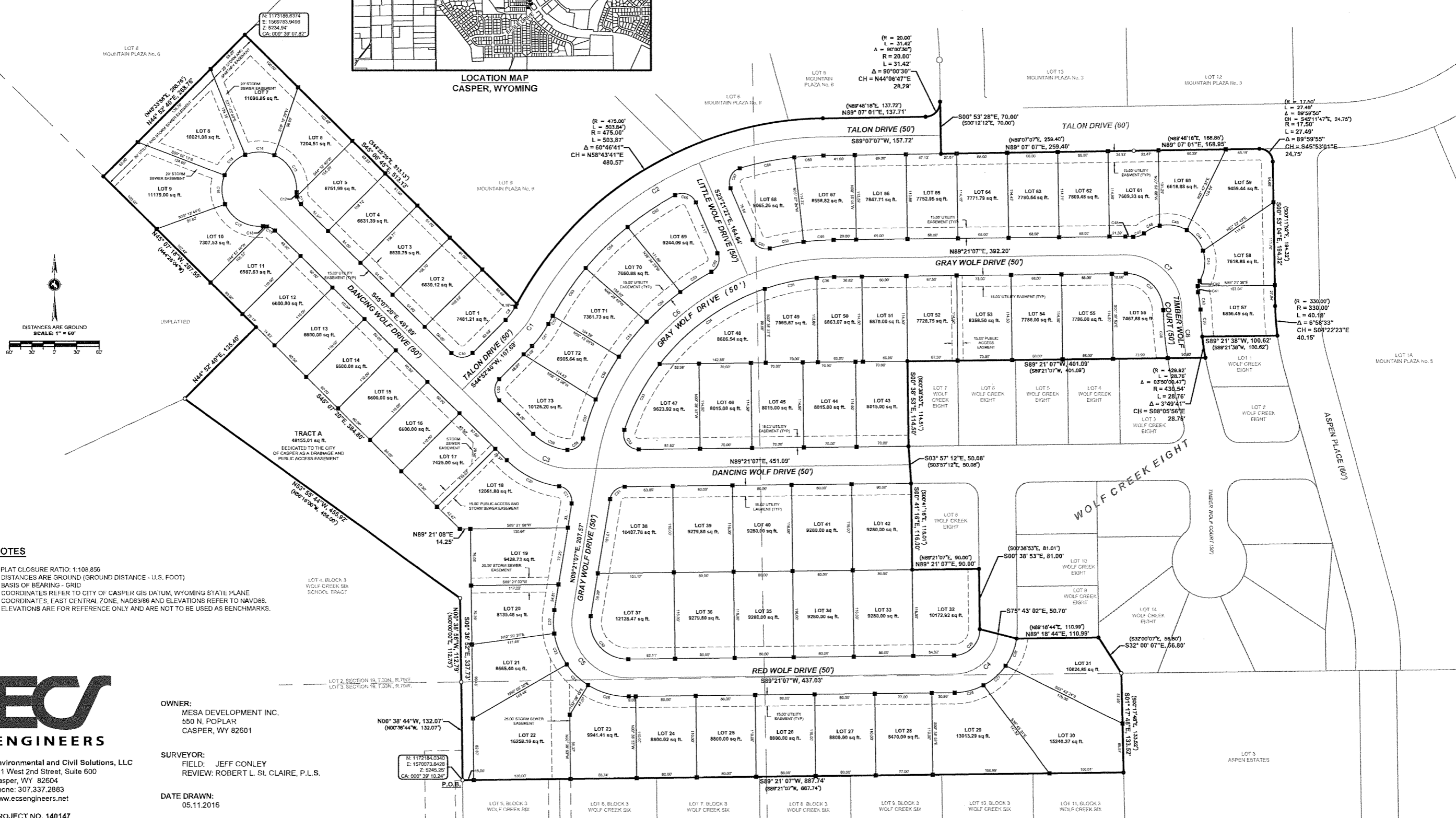
A VACATION, AND REPLAT OF TRACT B IN WOLF CREEK EIGHT ADDITION TO THE CITY OF CASPER, WYOMING, LOT 2 IN MOUNTAIN PLAZA NO. 5 TO THE CITY OF CASPER, WYOMING, LOT 10 IN MOUNTAIN PLAZA NO. 6 TO THE CITY OF CASPER, WYOMING, AND THAT PORTION OF TALON DRIVE IN MOUNTAIN PLAZA NO. 6 TO THE CITY OF CASPER, WYOMING, AND AN ANNEXATION OF A PORTION OF LOT 2, SECTION 19, T.33N., R.79W. OF THE 6TH P.M. AND BEING A SUBDIVISION OF PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE¼NW¼), THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE¼SW¼), LOT 2, AND LOT 3 OF SECTION 19, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE SIXTH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING.

LEGEND

- RECOVERED ALUMINUM CAP
- RECOVERED BRASS CAP
- SET ALUMINUM CAP (PLS 584)
- SET BRASS CAP (PLS 584)
- SUBDIVISION BOUNDARY (PROPOSED)
- PROPERTY LINE (PROPOSED)
- PROPERTY LINE (ADJACENT AND EXISTING)
- - - PROPOSED EASEMENT LINE
- S00° 53' 28"E, 70.02' PROPOSED BEARING AND DISTANCE
- (S00° 12' 12"E, 70.00') RECORD BEARING AND DISTANCE



LOCATION MAP
CASPER, WYOMING



- ### NOTES
1. PLAT CLOSURE RATIO: 1:108,856
 2. DISTANCES ARE GROUND (GROUND DISTANCE - U.S. FOOT)
 3. BASIS OF BEARING - GRID
 4. COORDINATES REFER TO CITY OF CASPER GIS DATUM, WYOMING STATE PLANE COORDINATES, EAST CENTRAL ZONE, NAD83/86 AND ELEVATIONS REFER TO NAVD88.
 5. ELEVATIONS ARE FOR REFERENCE ONLY AND ARE NOT TO BE USED AS BENCHMARKS.

Environmental and Civil Solutions, LLC
111 West 2nd Street, Suite 600
Casper, WY 82604
Phone: 307.337.2883
www.ecsengineers.net

OWNER:
MESA DEVELOPMENT INC.
550 N. POPLAR
CASPER, WY 82601

SURVEYOR:
FIELD: JEFF CONLEY
REVIEW: ROBERT L. ST. CLAIRE, P.L.S.

DATE DRAWN:
05.11.2016

DRAWN BY: BMA

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 ____ day of _____, 2017.

PASSED on 2nd reading the ____ day of _____, 2017.

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

APPROVED AS TO FORM:

Walter Troutman

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

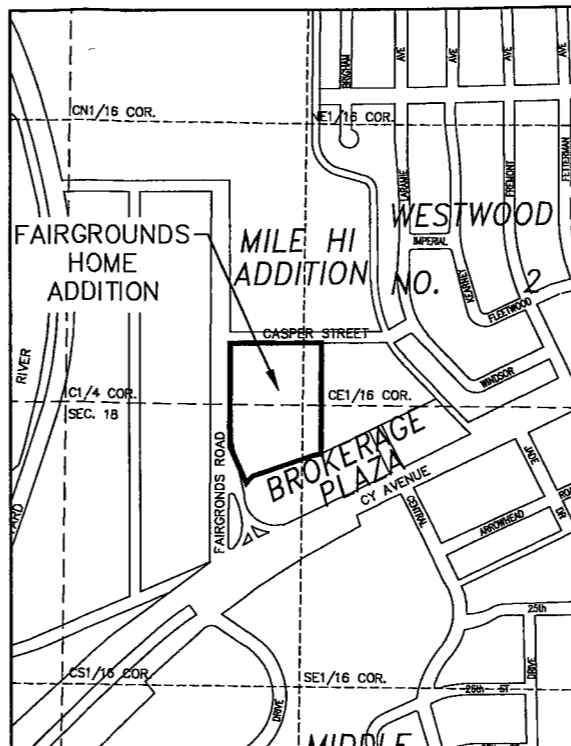
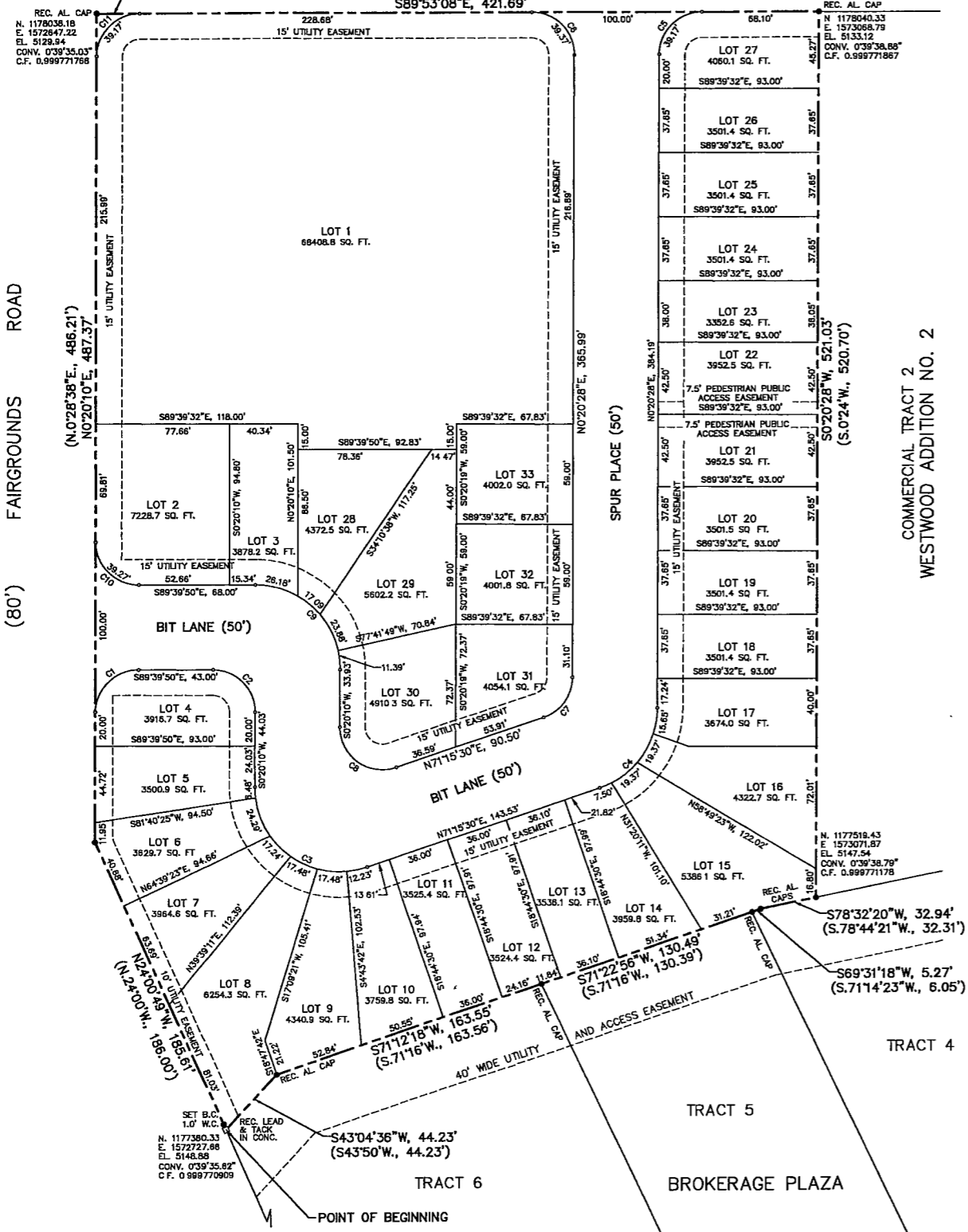
Kenyne Humphrey
Mayor

LOT 1
BLOCK 1
MILE HI ADDITION

TO BE DEDICATED AS
RIGHT-OF-WAY TO CASPER STREET

(50') CASPER STREET

(S.89°53'E, 421.60')
(S.89°53'08"E, 421.69')



VICINITY MAP

SCALE: 1"=400'

LEGEND

- RECOVERED CORNER (AS NOTED)
- SET BRASS CAP
- BOUNDARY
- - - EASEMENT

N.64°32'30"E, 469.86' MEASURED BEARING & DISTANCE
(N.64°32'30"E, 469.86') RECORD BEARING & DISTANCE

Curve #	Delta	Radius	Length	Chord
C1	90°00'00"	25.00'	39.27'	S45°20'10"W, 35.36'
C2	90°00'00"	25.00'	39.27'	N44°39'50"W, 35.36'
C3	109°04'40"	50.00'	95.19'	N54°12'10"W, 81.45'
C4	70°55'02"	50.00'	61.89'	N35°47'59"E, 58.01'
C5	88°46'23"	25.00'	39.17'	S45°13'40"W, 35.29'
C6	90°13'37"	25.00'	39.37'	N44°46'20"W, 35.43'
C7	71°02'28"	25.00'	31.00'	N35°51'42"E, 29.05'
C8	109°14'42"	25.00'	47.67'	S54°17'10"E, 40.77'
C9	90°00'00"	50.00'	78.54'	S44°39'50"E, 70.71'
C10	90°00'00"	25.00'	39.27'	S44°39'50"E, 35.36'
C11	89°46'41"	25.00'	39.17'	N45°13'31"E, 35.29'



SCALE: 1"=40'

PLAT CLOSURE RATIO: 1:221.553

DATUM:
GROUND DISTANCE - U.S. FOOT
BASIS OF BEARING - GEODETIC BASED ON GPS
COORDINATES REFER TO CITY OF CASPER GIS DATUM,
WYOMING STATE PLANE COORDINATES, EAST CENTRAL
ZONE, NAD83/86 AND ELEVATIONS REFER TO NAVD88.

PLAT OF
"FAIRGROUNDS HOME ADDITION"
AN ADDITION TO THE CITY OF CASPER, WYOMING
A VACATION AND REPLAT OF A PORTION OF
COMMERCIAL TRACT 2, WESTWOOD NO. 2
AN ADDITION TO THE CITY OF CASPER, WYOMING
A SUBDIVISION OF PORTIONS OF
THE S1/2NE1/4 & N1/2SE1/4, SECTION 18
TOWNSHIP 33 NORTH, RANGE 79 WEST
SIXTH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING
SCALE: 1"=40'

CERTIFICATE OF DEDICATION

Fairgrounds Plaza, Inc., hereby certify that they are the owners and proprietors of the foregoing vacation and replat of a portion of Commercial Tract 2, Westwood Addition No. 2 to the City of Casper, Wyoming, a subdivision of portions of the S1/2NE1/4 and N1/2SE1/4, Section 18, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southwesterly corner of the Parcel being described and also the northwesterly corner of Tract 6, Brokerage Plaza, an Addition to the City of Casper, Wyoming and a point in the easterly line of Fairgrounds Road; thence from said Point of Beginning along the westerly line of said Parcel and the easterly line of said Fairgrounds Road, N.24°00'49"W, 185.61 feet to a point; thence N.02°20'10"E, 487.37 feet to the northwesterly corner of said Parcel and a point in the southerly line of Casper Street; thence along the northerly line of said Parcel and the southerly line of said Casper Street, S.89°53'08"E, 421.69 feet to the northwesterly corner of said Parcel; thence along the easterly line of said Parcel and across said Commercial Tract 2, Westwood No. 2, S.02°20'28"W, 521.03 feet to the southeasterly corner of said Parcel and a point in the northerly line of Tract 4, Brokerage Plaza; thence along the southerly line of said Parcel and the northerly line of said Tract 4, Brokerage Plaza, S.78°32'20"W, 32.94 feet to a point; thence S.69°31'18"W, 5.27 feet to a point and northeasterly corner of Tract 5, Brokerage Plaza; thence along the southerly line of said Parcel and the northerly line of said Tract 5, S.71°22'56"W, 130.49 feet to a point and northeasterly corner of said Tract 6, Brokerage Plaza; thence continuing along the southerly line of said Parcel and the northerly line of said Tract 6, Brokerage Plaza, S.71°12'18"W, 163.55 feet to a point; thence S.43°04'36"W, 44.23 feet to the Point of Beginning and containing 5.575 acres, more or less.

The subdivision of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors. The name of said subdivision shall be known as "FAIRGROUNDS HOME ADDITION" to the City of Casper, Wyoming. All streets as shown hereon are hereby or have been previously dedicated to the use of the public and easements as shown hereon are hereby dedicated to the use of public and private utility companies for the purposes of construction, operation and maintenance of utility lines, conduits, ditches, drainage and access.

Fairgrounds Plaza, Inc.
39 E. 1st Street
Sheridan, Wyoming 82801

STEPHEN L. GRIMSHAW, MANAGING MEMBER
FAIRGROUNDS PLAZA, INC.

ACKNOWLEDGMENT

State of Wyoming), ss
County of Natrona)

The foregoing instrument was acknowledged before me by Stephen L. Grimshaw, Managing Member of Fairgrounds Plaza, Inc., LLC on this _____ day of _____, 2017.

Witness my hand and official seal.

My commission expires: _____

Notary Public

APPROVALS

APPROVED: City of Casper Planning and Zoning Commission this _____ day of _____, 2018 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

Secretary

Commission Chairman

APPROVED: City Council of the City of Casper, Wyoming by Resolution No. _____ duly passed, adopted and approved on the _____ day of _____, 2017.

Attest:

City Clerk

Mayer

INSPECTED AND APPROVED on the _____ day of _____, 2017.

City Engineer

INSPECTED AND APPROVED on the _____ day of _____, 2017.

City Surveyor

CERTIFICATE OF SURVEYOR

STATE OF WYOMING) ss
COUNTY OF NATRONA)

I, Steven J. Granger, of Casper, Wyoming hereby state that this plat was prepared from notes taken during actual surveys made by me or others under my direct supervision during the period of 2008 to September, 2016 and that this map correctly represents said surveys. All perimeter corners are well and accurately monumented by brass caps as of the date of this map. All dimensions are expressed in feet and decimals thereof and courses referred to the true meridian, all being true and correct to the best of my knowledge and belief.



Wyoming Registration No. 15092 L.S.

Subscribed in my presence and sworn to before me by Steven J. Granger this _____ day of _____, 2017.

My commission expires: _____

Notary Public



NOV 09 2016

PLAT OF
"FAIRGROUNDS HOME ADDITION"
 AN ADDITION TO THE CITY OF CASPER, WYOMING
 A VACATION AND REPLAT OF A PORTION OF
 COMMERCIAL TRACT 2, WESTWOOD NO. 2
 AN ADDITION TO THE CITY OF CASPER, WYOMING
 A SUBDIVISION OF PORTIONS OF
 THE S1/2NE1/4 & N1/2SE1/4, SECTION 18
 TOWNSHIP 33 NORTH, RANGE 79 WEST
 SIXTH PRINCIPAL MERIDIAN
 NATRONA COUNTY, WYOMING
 SCALE: 1"=40'

CERTIFICATE OF DEDICATION

Fairgrounds Plaza, Inc., hereby certify that they are the owners and proprietors of the foregoing vacation and replat of a portion of Commercial Tract 2, Westwood Addition No. 2 to the City of Casper, Wyoming, a subdivision of portions of the S1/2NE1/4 and N1/2SE1/4, Section 18, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southwesterly corner of the Parcel being described and also the northwesterly corner of Tract 6, Brokerage Plaza, an Addition to the City of Casper, Wyoming and a point in the easterly line of Fairgrounds Road; thence from said Point of Beginning and along the westerly line of said Parcel and the easterly line of said Fairgrounds Road, N.24°00'49"W, 185.61 feet to a point; thence N.0°20'10"E, 487.37 feet to the northwesterly corner of said Parcel and a point in the southerly line of Casper Street; thence along the northerly line of said Parcel and the southerly line of said Casper Street, S.89°53'08"E, 421.69 feet to the northeasterly corner of said Parcel; thence along the easterly line of said Parcel and across said Commercial Tract 2, Westwood No. 2, S.0°20'28"W, 521.03 feet to the southeasterly corner of said Parcel and a point in the northerly line of Tract 4, Brokerage Plaza; thence along the southerly line of said Parcel and the northerly line of said Tract 4, Brokerage Plaza, S.78°32'20"W, 32.94 feet to a point; thence S.69°31'18"W, 5.27 feet to a point and northeasterly corner of Tract 5, Brokerage Plaza; thence along the southerly line of said Parcel and the northerly line of said Tract 5, S.71°22'56"W, 130.49 feet to a point and northeasterly corner of said Tract 6, Brokerage Plaza; thence continuing along the southerly line of said Parcel and the northerly line of said Tract 6, Brokerage Plaza, S.71°12'18"W, 163.55 feet to a point; thence S.43°04'36"W, 44.23 feet to the Point of Beginning and containing 5.575 acres, more or less.

The subdivision of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors. The name of said subdivision shall be known as "FAIRGROUNDS HOME ADDITION" to the City of Casper, Wyoming. All streets as shown hereon are hereby or have been previously dedicated to the use of the public and easements as shown hereon are hereby dedicated to the use of public and private utility companies for the purposes of construction, operation and maintenance of utility lines, conduits, ditches, drainage and access.

Fairgrounds Plaza, Inc.
 39 E. 1st Street
 Sheridan, Wyoming 82801

STEPHEN L. GRIMSHAW, MANAGING MEMBER
 FAIRGROUNDS PLAZA, INC.

ACKNOWLEDGMENT

State of Wyoming, ss
 County of Natrona)

The foregoing instrument was acknowledged before me by Stephen L. Grimshaw, Managing Member of Fairgrounds Plaza, Inc., LLC on this _____ day of _____, 2017.

Witness my hand and official seal.

My commission expires: _____

Notary Public

APPROVALS

APPROVED: City of Casper Planning and Zoning Commission this _____ day of _____, 2016 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

Secretary _____ Commission Chairman _____
 APPROVED: City Council of the City of Casper, Wyoming by Resolution No. _____ duly passed, adopted and approved on the _____ day of _____, 2017.

Attest: _____ Mayor _____

INSPECTED AND APPROVED on the _____ day of _____, 2017. City Engineer _____

INSPECTED AND APPROVED on the _____ day of _____, 2017. City Surveyor _____

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
 COUNTY OF NATRONA) ss

I, Steven J. Granger, of Casper, Wyoming hereby state that this plat was prepared from notes taken during actual surveys made by me or others under my direct supervision during the period of 2008 to September, 2016 and that this map correctly represents said surveys. All perimeter corners are well and accurately monumented by brass caps as of the date of this map. All dimensions are expressed in feet and decimals thereof and courses referred to the true meridian, all being true and correct to the best of my knowledge and belief.

Wyoming Registration No. 15092 L.S.



Subscribed in my presence and sworn to before me by Steven J. Granger this _____ day of _____, 2017.

My commission expires: _____

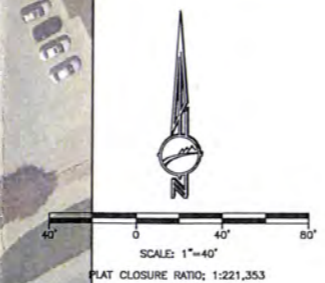
Notary Public

NOV 09 2016



LEGEND
 □ RECOVERED CORNER (AS NOTED)
 ○ SET BRASS CAP
 - - - BOUNDARY
 - - - EASEMENT
 N.64°32'30"E, 469.86' MEASURED BEARING & DISTANCE
 (N.64°32'30"E, 469.86') RECORD BEARING & DISTANCE

Curve #	Delta	Radius	Length	Chord
C1	90°00'00"	25.00'	39.27'	S45°20'10"W, 35.36'
C2	90°00'00"	25.00'	39.27'	N44°39'50"W, 35.36'
C3	109°04'40"	50.00'	95.19'	N54°12'10"W, 81.45'
C4	70°55'02"	50.00'	61.89'	N35°47'59"E, 58.01'
C5	89°48'23"	25.00'	39.17'	S45°13'40"W, 35.29'
C6	90°13'37"	25.00'	39.37'	N44°46'20"W, 35.43'
C7	71°02'28"	25.00'	31.00'	N35°51'42"E, 29.05'
C8	108°14'42"	25.00'	47.67'	S54°17'10"E, 40.77'
C9	90°00'00"	50.00'	78.54'	S44°39'50"E, 70.71'
C10	90°00'00"	25.00'	39.27'	S44°39'50"E, 35.36'
C11	89°46'41"	25.00'	39.17'	N45°13'31"E, 35.29'



DATUM:
 GROUND DISTANCE - U.S. FOOT
 BASIS OF BEARING - GEODETIC BASED ON GPS
 COORDINATES REFER TO CITY OF CASPER GIS DATUM,
 WYOMING STATE PLANE COORDINATES, EAST CENTRAL
 ZONE, NAD83/86 AND ELEVATIONS REFER TO NAVD88.



**FAIRGROUNDS HOME ADDITION
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this 4TH day of JANUARY, 2017 by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Fairgrounds Plaza Inc., 39 East 1st Street, Sheridan, Wyoming 82801 (“Owner”).

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat a portion of Commercial Tract 2, Westwood No. 2, to create the Fairgrounds Home Addition, comprising 5.57-acres, more or less.
- C. A plat of Fairgrounds Home Addition (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

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

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

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

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

2.16 Other Requirements:

- a. Prior to the issuance of any Certificates of Occupancy for structures located within the Fairgrounds Home Addition, Casper Street shall be completed to City standard specifications for the portion fronting the subject property.
- b. No fences, retaining walls or other obstructions shall be constructed or placed within any easement.
- c. No vehicular access to the individual lots within the Fairgrounds Home Addition is permitted from Fairgrounds Road or Casper Street. All individual properties shall be accessed only from the interior streets within the Fairgrounds Home Addition.
- d. Prior to the issuance of a Permit to Construct Public Improvements, Owner shall submit a stormwater drainage study to the Public Services Director for review and approval. Owner shall make the improvements required by the approved drainage study, and pay all the costs therefor.

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

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

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

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically

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

- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal

Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Fairgrounds Plaza Inc.,
39 East 1st Street
Sheridan, Wyoming 82801

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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:

Walter Trout

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

WITNESS:

OWNER
Fairgrounds Plaza Inc.

By: J Bowden

By: ST

Printed Name: Jim Bowden

Printed Name: STEPHEN L GRUMSHAW

Title: Building Inspector

Title: PRESIDENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 201____ by Kenyne Humphrey, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

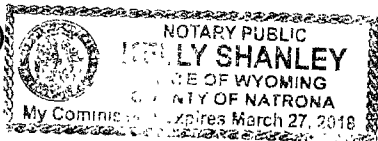
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 4th day of January, 2017 by Stephen L. Dunshaw as the President of Fairgrounds Plaza Inc.

(Seal, if any)



Kelly Shanley
(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: 3/27/18]

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 day of December, 2016.

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

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

APPROVED AS TO FORM:

Walker Tremblay


ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

December 28, 2016

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: Agreement with Hedquist Construction, Inc.
Eastdale Creek Channel Repair at Wisconsin Street, Project No. 16-043

Recommendation:

That Council, by resolution, authorize an agreement with Hedquist Construction, Inc., for construction of the Eastdale Creek Channel Repair at Wisconsin Street, Project No. 16-043, for the base bid amount of \$55,575.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$4,425.00, for a total project amount of \$60,000.00.

Summary:

On December 28, 2016, bids were received from ten (10) contractors for construction of the Eastdale Creek Channel Repair at Wisconsin Street Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Hedquist Construction	Mills, Wyoming	\$ 55,575.00
Andreen Hunt Construction	Mills, Wyoming	\$ 56,820.00
Grizzly Excavating & Const.	Casper, Wyoming	\$ 58,334.00
Treto Construction	Casper, Wyoming	\$ 61,700.00
71 Construction	Casper, Wyoming	\$ 68,400.71
Installation & Service Company	Mills, Wyoming	\$ 69,873.75
High Plains Construction	Mills, Wyoming	\$ 77,650.00
Knife River	Casper, Wyoming	\$ 80,633.00
Hot Iron	Gillette, Wyoming	\$ 92,276.19
Wayne Coleman Construction	Mills, Wyoming	\$121,307.00

The Engineering Office estimate for the project was \$80,000.00.

In the spring of 2016 two significant rain storms caused erosion to a steep section of stream bank along Eastdale Creek at the dead-end portion of Wisconsin Street just south of East 2nd Street. The eroded bank is directly below an electrical power pole and requires action to stabilize the bank and adjust the downhill slope.

The Eastdale Creek Channel Repair at Wisconsin Street project includes extension of a large storm pipe approximately ninety feet (90') downstream and some earthwork to adjust the stream bank

slopes. The project also includes re-vegetation to stabilize the area after pipe installation and earthwork are complete. Construction of the improvements is to be completed by April 15, 2017.

Funding for the project will be from Optional One Cent #14 funds allocated for Stormwater Projects.

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

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Hedquist Construction, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to repair a portion of storm drainage channel in Eastdale Creek at its intersection with Wisconsin Street; and,

WHEREAS, Hedquist Construction, Inc., is able and willing to provide those services specified as the Eastdale Creek Channel Repair at Wisconsin Street, Project 16-043.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, Eastdale Creek Channel Repair at Wisconsin Street, Project 16-043.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **March 31, 2017**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **April 15, 2017**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall

Hedquist Construction, Inc.
Eastdale Creek Channel Repair at Wisconsin Street, Proj. No. 16-043

SFA-1

neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00) 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 Fifty-Five Thousand Five Hundred Seventy-Five Dollars (\$55,575), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work

Hedquist Construction, Inc.

Eastdale Creek Channel Repair at Wisconsin Street, Proj. No. 16-043

SFA-2

completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement (Pages SJAA-1 to SJAA-4, inclusive) or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Bid Schedule (Page BS-1).
- 8.5 Addenda No. 1.
- 8.6 Standard Performance and Labor and Material Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.10 General Requirements, consisting of seven (7) sections.
- 8.11 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).

- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 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 Certificate of Substantial Completion.
- 8.18 Drawings: Eastdale Creek Channel Repair at Wisconsin Street (Sheets 1 to 4, inclusive).

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.

(this space intentionally left blank)

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

APPROVED AS TO FORM:

(Eastdale Creek Channel Repair at Wisconsin Street, Project 16-043)

Walter Jones

DATED this _____ day of _____, 2017.

ATTEST:

CONTRACTOR:

Hedquist Construction, Inc.

PO Box 1870

Mills, WY 82644

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: _____

By: _____

Tracey L. Belser

Kenyne Humphrey

Title: City Clerk

Title: Mayor

Hedquist Construction, Inc.

Eastdale Creek Channel Repair at Wisconsin Street, Proj. No. 16-043

SFA-6

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
 Eastdale Creek Channel Repair at Wisconsin Street
 Project No. 16-043

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 **March 31, 2017**, and completed and ready for final payment not later than **April 15, 2017**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 17-7-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>ONE</u>	Dated <u>12/21/16</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: \$ 55,575.00
TOTAL BASE BID, IN WORDS: FIFTY-FIVE THOUSAND FIVE HUNDRED SEVENTY-FIVE AND ZERO CENTS DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. Copy of Certificate of Residency, if bidding as a resident.
9. Communications concerning this Bid shall be addressed to (see next page):

Address of Bidder: HEDQUIST CONSTRUCTION INC
PO BOX 1870
MILLS WY 82644

BF-2

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 DECEMBER 28, 2016.

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: HEDQUIST CONSTRUCTION INC (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By: [Signature] (seal)
CRAIG P. HEDQUIST
PRESIDENT
(Title)

(Seal)

Attest: [Signature]
Recording Secretary SHARON A HALASZ

Business Address: HEDQUIST CONSTRUCTION INC
PO BOX 1870
MILLS WY 82644

Phone Number: 307 237-8543

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
EASTDALE CREEK CHANNEL REPAIR AT WISCONSIN STREET
 Project No. 16-043

Bid Date: December 28, 2016

COMPANY NAME: HEDQUIST CONSTRUCTION INC
 ADDRESS: PO BOX 1870
MILLS WI 82644

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum R&R = Remove and Replace LF = Linear Feet F&I = Furnish and Install
 SY = Square Yard FA = Force Account CY = Cubic Yard EA = Each

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	1000.00	1000.00
2	Remove & Reset 72" RCP Storm Sewer Outlet (Single 8' Section)	LS	1	2500.00	2500.00
3	Clearing & Grubbing (w/ Tree Removal)	LS	1	2500.00	2500.00
4	Unclassified Excavation & Grading	LS	1	2500.00	2500.00
5	Imported Fill/Embankment	CY	300	16.00	3000.00
6	Remove, Stockpile & Replace Topsoil (12" Depth)	CY	200	1.00	200.00
7	F&I 72" RCP or DuroMaxx HDPE Storm Sewer Pipe	LF	89	375.00	33375.00
8	F&I Select Backfill for Storm Sewer Pipe Section	CY	100	20.00	2000.00
9	F&I 12" Rip-Rap Rock for Storm Drainage Outfalls	CY	30	200.00	6000.00
10	F&I Type 2 Native Seed Mix	LS	1	1000.00	1000.00
11	F&I Erosion Control Blanket	SF	3,000	0.50	1500.00
TOTAL BASE BID					55,515.00

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.

WHEREAS, the City of Casper desires to perform channel repairs to alleviate eroded stream bank along a portion of Eastdale Creek; and,

WHEREAS, Hedquist Construction, Inc., is able and willing to provide those services specified as the Eastdale Creek Channel Repair at Wisconsin Street, Project 16-043; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Four Thousand Dollars (\$4,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Hedquist Construction, Inc., for those services, in the amount of Fifty-Five Thousand Five Hundred Seventy-Five and 00/100 Dollars (\$55,575.00).

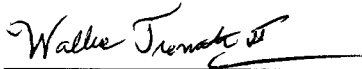
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Fifty-Five Thousand Five Hundred Seventy-Five and 00/100 Dollars (\$55,575.00), and Four Thousand Four Hundred Twenty-Five and 00/100 Dollars (\$4,425.00) for a construction contingency account, for a total price of Sixty Thousand and 00/100 Dollars (\$60,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Four Thousand Dollars (\$4,000), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

(Eastdale Creek Channel Repair at Wisconsin Street, Project 16-043)



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
Cindie Langston, Solid Waste Division Manager
Ethan Yonker, E.I.T., Associate Engineer



SUBJECT: Agreement with Treto Construction, LLC.
Casper Regional Solid Waste Facility Renovation and New Recycling Center
Depot Landscaping Project, Project No. 15-44

Recommendation:

That Council, by resolution, authorize an agreement with Treto Construction LLC, for the Casper Regional Solid Waste Facility Renovation and New Recycling Center Depot Landscaping Project, Project No. 15-44, in the amount of \$311,207.85. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$15,592.15, for a total project amount of \$326,800.00.

Summary:

On Tuesday, November 22, 2016, six (6) bids were received from contractors to perform grading, stormwater component construction, boulder retaining wall construction, planting, seeding, and irrigation installation at the Casper Regional Solid Waste Facility and the new recycling depot on South West Wyoming Boulevard. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Treto Construction, LLC	Casper, WY	\$311,207.85
Hout Fencing	Worland, WY	\$338,704.96
3 Cord Construction	Casper, WY	\$341,418.61
Knife River	Casper, WY	\$356,239.67
71 Construction	Casper, WY	\$398,753.55
Hult Construction	Casper, WY	\$449,690.92

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. The estimate prepared by the City's consultant, Civil Engineering Professionals, Inc., was \$270,599.25. Work is scheduled to be completed by June 30, 2017.

Funding for this project will be from FY17 Balefill Reserves for the Stormwater Improvements, and from FY17 Refuse Collection Reserves for the Recycle Depot Landscaping.

The Agreement and Resolution are prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner, Treto Construction, LLC, 1316 Melrose Street, Casper, Wyoming 82601, hereinafter referred to as the "Contractor".

WHEREAS, the City of Casper desires to make improvements to the solid waste facility storm water system & install landscaping at the new recycling depot on Wyoming Boulevard; and,

WHEREAS, Treto Construction, LLC is able and willing to provide those services specified as the Solid Waste Facility Renovation & New Recycling Center Depot Landscaping Project, Project No. 15-44.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents Solid Waste Facility Renovation & New Recycling Center Depot Landscaping Project, Project No. 15-44, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by June 23, 2017, and ready for final payment in accordance with Article 14 of the General Conditions by June 30, 2017. Substantial Completion will be accepted once all required materials and equipment have been installed, tested and approved by Engineer, and placed in service. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any

such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Hundred Eleven Thousand Two Hundred Seven and 85/100 Dollars (\$311,207.85), 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 and BS-2 of the Bid Schedule) and by this reference made as part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

- 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-4, and BS-1 through BS-2)
- 8.4 Addenda Numbers 1 and 2
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of nine (9) sections.
- 8.10 Contract Drawings consisting **Twenty-Four (24)** Drawing "Sheets".
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Contract Drawings, with each sheet bearing the following general title:
**Solid Waste Facility Renovation & New Recycling Center Depot Landscaping
Project, Project No. 15-44**

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

8.15 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

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

DATED this _____ day of _____, 2017.

APPROVED AS TO FORM:

(Solid Waste Facility Renovation & New Recycling Center Depot Landscaping, Project No. 15-44)

Wallis Trench

CONTRACTOR:

Treto Construction, LLC

WITNESS:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Title: Tracy L. Belser
City Clerk

Title: Kenyne Humphrey
Mayor

EXHIBIT A

**EXHIBIT "A"
STANDARD
BID FORM**

(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
Solid Waste Facility Renovation & New Recycling Center
Depot Landscaping Project 15-44

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 23, 2017, and completed and ready for final payment not later than June 30, 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>01</u>	Dated <u>11/17/16</u>
Addendum No. <u>02</u>	Dated <u>11/18/16</u>

B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 313,397⁵⁶

TOTAL BASE BID, IN WORDS: Three hundred Thirteen thousand three hundred ninety Seven and fifty Six 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: Treto Construction, LLC
1316 S. Melrose St.
Casper, WY 82601

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on November 22, 2016.

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: Treto Construction, LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: German G. Treto / German G. Treto (seal)

(Title)

(Seal)

Attest: Betha Treto

Business Address: 1316 S. Melrose St.
Casper, Wyo 82601

Phone Number: 307-237-8836

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

Solid Waste Facility Renovation & New Recycling Depot Landscaping Project

COMPANY NAME: Treto Construction
 ADDRESS: 1316 Melrose St Casper, WY 82601

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS=Lump Sum EA=Each LF=Linear Feet FA=Force Account AC=Acre
 SY=Square Yard FA=Force Account CY=Cubic Yard Ton=Ton SFF=Square Face Foot

Solid Waste Facility Renovation & New Recycling Depot Project

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization and Bonding	LS	1	\$6000.00	\$6000.00

Solid Waste Facility Renovation

Item	Description	Unit	Quantity	Unit Cost	Total Cost
2	Demolition	LS	1	\$2500.00	\$2500.00
3	Site Preparation	SY	3,025	\$5.85	\$17696.25
4	Site Grading	LS	1	\$18650.00	18650.00
5	3'Wide Trickle Channel	LF	130	\$47.00	6110.00
6	Outlet Structure with Trash Grate	EA	1	\$3600.00	\$3600.00
7	Headwall Structure	EA	1	\$3800.00	\$3800.00
8	Double Inlet Headwall Structure	EA	1	\$4155.00	\$4155.00
9	Sediment Forebay	EA	2	\$2200.00	\$4400.00
10	12'X12'Concrete Pad and Picnic Table	LS	1	\$2861.00	\$2861.00
11	Imported Topsoil	Ton	1,130	\$20.85	\$23,560.00 \$23568.00 ⁶
12	Low Volume Dripline Irrigation	SF	3,380	\$3.15	\$10,647.00 \$12720.00 ⁶
13	Rotor Irrigation	EA	23	\$423.25	\$9734.75
14	Miscellaneous Irrigation	LS	1	\$4675.00	\$4675.00
15	Seeding	SY	2,390	\$0.53	\$1266.70
16	2" Caliper Deciduous Tress Installed	EA	7	\$615.60	\$4309.20
17	6'H Pine Tree	EA	3	\$542.90	\$1628.70
18	5 Gal Shrub Installed	EA	61	\$75.45	\$4,602.45 \$4705.45 ⁶
19	1 Gal Shrub Installed	EA	105	\$22.70	\$2383.50
20	6"+ River Rock Cobble	Ton	40	\$52.00	\$2080.00

21	4" Powder Coated Steel Landscape Edging	LF	245	\$3.60	\$882.00
22	Boulder Retaining Wall Construction	LS	1	\$18000.00	\$18000.00
23	Keystone Wall	LS	1	\$3750.00	\$3750.00
24	10" PVC Extension	LS	1	\$1822.00	\$1822.00
25	Irrigation Modifications	LS	1	\$750.00	\$750.00

New Recycling Depot Landscaping Project

Item	Description	Unit	Quantity	Unit Cost	Total Cost
26	Site Preparation	SY	8300	\$2.25	\$18675.00
27	Imported Topsoil	Ton	1,130	\$20.85	\$23,560.50 \$23568.00 E
28	Low Volume Dripline Irrigation	SF	2,686	\$2.65	\$7,117.90 \$7117.96 L
29	Bubbler Irrigation	EA	216	\$66.55	\$14,374.80 \$14374.50 t
30	Miscellaneous Irrigation	LS	1	\$5600.00	\$5600.00
31	Seeding	SY	6,795	\$5.3	\$3601.35
32	3" Caliper Deciduous Trees Installed	EA	30	\$831.00	\$24930.00
33	15 Gal Shrub Installed	EA	12	\$456.00	\$5472.00
34	5 Gal Shrub Installed	EA	101	\$66.00	\$6666.00
35	2X4" River Rock Mulch	SF	1,945	\$3.00	\$5835.00
36	½" Multi-color Decorative Rock Mulch	SF	13,081	\$1.90	\$24,853.90 \$24853.00 E)
37	4" Powder Coated Steel Landscape Edging	LF	1,127	\$3.60	\$4057.20
38	Boulder Placement	EA	45	\$146.67	\$6,600.15 \$6600.00 E)

TOTAL BASE BID	\$311,207.85 \$313397.56 E)
----------------	-------------------------------------------

RESOLUTION NO. 17-4

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

WHEREAS, the City of Casper desires to install gate automation equipment, a gate operator, and asphalt paving at the Casper Regional Landfill in Casper, Wyoming; and,

WHEREAS, Tretto Construction LLC, is able and willing to provide those services specified as the Solid Waste Gate Improvements, Project No. 15-44; 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 Fifteen Thousand Dollars (\$15,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

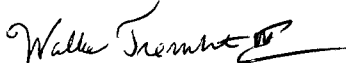
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Tretto Construction LLC, for those services, in the amount of Three Hundred Eleven Thousand Two Hundred Seven and 85/100 Dollars (\$311,207.85).

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 Three Hundred Eleven Thousand Two Hundred Seven and 85/100 Dollars (\$311,207.85) and Fifteen Thousand Five Hundred Ninety-Two and 15/100 Dollars (\$15,592.15) for a construction contingency account, for a total price of Three Hundred Twenty-Six Thousand Eight Hundred and 00/100 Dollars (\$326,800.00).

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 Fifteen Thousand Dollars (\$15,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

January 10, 2017

MEMO TO: V. H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Cynthia Langston, Solid Waste Division Manager
Scott Baxter, P.E., Associate Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Contract with Terracon Consultants, Inc.
Casper Solid Waste Facility Air Emissions Monitoring and Reporting, and
Casper Solid Waste Facility and Casper Service Center Stormwater and
Spill Response Management, Project No. 17-004.

Recommendation:

That Council, by resolution, authorize a Contract for Professional Services with Terracon Consultants, Inc., (Terracon), in the amount of \$26,944, for the Casper Regional Solid Waste Facility Air Emissions Monitoring and Reporting, and Casper Regional Solid Waste Facility and Casper Service Center Stormwater and Spill Response Management, Project No. 17-004.

Summary:

The Casper Regional Solid Waste Facility is required to perform air emissions monitoring and reporting under its Wyoming Department of Environmental Quality, Air Quality Division (WDEQ/AQD) Casper Regional Solid Waste Facility Operating Permit Number 3-2-183. Under this permit, the City of Casper is required to perform the following:

- Semi-annual visual air emissions monitoring and reporting of the baler building and flare;
- Report of annual Non-Methane Organic Compound (NMOC) emissions calculations;
- Report of annual air emissions inventory;
- Report of annual compliance certification to satisfy permit condition (C1)(a) of the Casper Regional Solid Waste Facility Operating Permit;
- Enter air reports into WDEQ/AQD IMPACT software system;
- Report Minor Source Emission Inventory as required by State Wide Inventory Surveys;
and
- Report of Green House Gases.

In addition, the Casper Regional Solid Waste Facility and the Casper Service Center each hold an Industrial Stormwater Permit and associated Spill Prevention Plans under its WDEQ Water Quality Division General Stormwater Permit. Under these industrial storm water permits, the City of Casper is required to annually review all storm water and spill prevention controls, update plans and perform annual staff training.

Two (2) consulting firms, Terracon, Inc., and Solid Waste Professionals of Wyoming LLC, provided costs in response to a Request for Cost Proposal (RFP) related to air. Three (3) consulting firms, Terracon, Golder, and Tetra Tech, provided costs in response to an RFP related to storm water. Terracon provided the lowest cost for both air and storm water.

For the Air Emissions Monitoring and Reporting, the scope of work for this agreement includes on-site inspections of air emissions, gathering operation data from City staff, running air modeling programs to calculate various air emission quantities, and preparing annual reports. For the Casper Regional Solid Waste Facility and Casper Service Center Stormwater and Spill Response Management, the scope of work includes on-site inspections, corrective action and Best-Management-Practice (BMP) forms, and consultation with City staff. In an effort to meet the requirements of the regulations for the Solid Waste Facility air permit, and Casper Regional Solid Waste Facility and Casper Service Center Stormwater and Spill Response Management, City staff recommends an agreement with Terracon.

Funding will be provided from FY17 Balefill Fund Reserves.

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. Terracon Consultants, Inc., 1505 Old Happy Jack Road, Cheyenne, Wyoming, 82001 ("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 meet requirements of the Wyoming Department of Environmental Quality (WDEQ) Title V Air Permit #3-2-183 for air emissions reporting for the Casper Regional Solid Waste Facility and certain activities necessary to meet requirements of the WDEQ Water Quality Division Industrial Storm water Permits for the Casper Regional Solid Waste Facility and Casper Service Center, Project No. 17-004.

B. The project requires professional services for the preparation of the annual air emissions report for calendar year 2017 and for entering them into the WDEQ's Air Quality Division's IMPACT software, including Green House Gas reporting and semi-annual air emission inspections.

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 professional services in connection with and respecting the project as provided in Exhibits A and B.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of March, 2018.

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-Six Thousand Nine Hundred Forty-Four Dollars (\$26,944).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

Walter Truitt

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

WITNESS:

CONTRACTOR:
Terracon Consultants, Inc.
1505 Old Happy Jack Road
Cheyenne WY 82001

By: Natalie Norris

Printed Name: NATALIE NORRIS

Title: CSR

By: Clay Muirhead

Printed Name: CLAY MUIRHEAD

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. *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 – Terracon Scope of Work
2017 CRL Title V Air Inspections and Reporting; and
SWPPP and SPCCP Semi-Annual Inspections and Reporting**

1. **SCOPE OF SERVICES:**

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

A. General Requirements

1. The project location is the Casper Regional Solid Waste Facility.
2. Consultant shall provide two copies of documents and work products in electronic format compatible with Owner's software, and two bound hard copies to Owner. Maps and drawings shall be in AutoCAD and pdf. Text shall be in Microsoft Word and/or Microsoft Excel. Consultant shall provide copies of the reports to third parties as, requested by Owner, up to three additional hard copies. Reports for WDEQ or other third parties shall be bound or left unbound as appropriate or requested by the Owner. Consultant shall coordinate AutoCAD drawings to be compatible with the Owner's software.
3. Consultant shall comply with the analysis and reporting requirements of Wyoming Department of Environmental Quality, Air Quality Division (WDEQ/AQD) for air emissions and inventory for landfills, and provisions of the WDEQ/AQD Title V Air Permit No. 3-2-183 for the CRSWF, including the Transfer Station, the old closed Balefill, and the Casper Regional Landfill.
4. Consultant shall provide a table listing all data required from the Owner to prepare the annual 2017 report by December 1, 2017. Owner will provide required data to Consultant by January 10, 2018.
5. Complete all items shown on Exhibit "B", which is attached hereto and made part of this agreement.

B. Semi-Annual Visible Emission Monitoring and Reporting

1. Consultant shall perform semi-annual WDEQ/AQD visible emission monitoring reporting for the following two emission source at the CRSWF:
 - a. The north and south municipal solid waste baler (MSWB) baghouse exhausts located in the Baler Building within the Transfer Station; and
 - b. The methane gas system flare located at the closed Casper Balefill.
2. The visible emission reporting shall be performed in general accordance with permit conditions F7, F12 and G4 of WDEQ/AQD Operating Permit No. 3-2-183, issued in 2013.

The semi-annual field monitoring periods extend from January 1 to June 30, and from July 1 to December 31 each year.

3. The Semi-Annual Visible Emission inspections at the site shall be conducted by facility staff and the information emailed to Consultant. Facility staff shall also provide to Consultant the dates each of the balers and the flare operated during the semi-annual period.

4. At the end of each semi-annual monitoring period, Consultant shall submit two copies of a letter report to the Owner and WDEQ/AQD describing the results of the two visible emission monitoring events for that period. The semi-annual letter reports shall be submitted to the WDEQ/AQD by July 31 for the previous January 1 to June 30 period, and by January 31 for the previous July 1 to December 31 period.

C. Meetings

Meetings shall be performed via conference call, whenever possible, and only one on-site meeting shall be budgeted.

D. Annual WDEQ/AQD Permit Reporting

1. Consultant shall perform annual non-methane organic compounds [NMOC] emissions calculations as required by WDEQ/AQD Title V Air Permit No. 3-2-183 for the CRSWF, including the Transfer Station, the old closed Balefill and the new Casper Regional Landfill. Consultant shall prepare five separate and distinct annual reports as required by WDEQ/AQD Permit No. 3-2-183. The reports include:

- a. Report of annual Non-Methane Organic Compound (NMOC) emissions calculations;
- b. Report of annual air emissions inventory;
- c. Report of annual compliance certification to satisfy permit condition (C1) (a) of the Air Quality Operating Permit; and
- d. Report of Green House Gases.
- e. Minor Source Emission Inventory as required by State-Wide Inventory Surveys

2. Consultant shall provide draft copies to Owner by the third week in January, following the reporting period. Consultant shall submit the three reports to WDEQ/AQD, no later than January 30 of the year following the reporting period.

3. Three bound copies shall be made for the final of each of the three reports. One bound copy shall be hand delivered to the local WDEQ/AQD, one copy shall be mailed to the Cheyenne WDEQ/AQD, and one copy shall be mailed to the United States Environmental Protection Agency (USEPA) Region 8 in Denver, Colorado.

4. Final report copies shall be provided to the Owner as described in Section I. A, General Requirements, by the last business day in January following the end of the reporting period.

E. Semi-Annual Inspections of Storm Water Controls, SWPPP and SPCCP

1. SWPPP Site Inspections: Consultant shall conduct semi-annual site inspections of storm water controls and SWPPP record keeping forms maintained by facility personnel at the CSC and the entire CRSWF. Consultant's semi-annual site inspections shall be completed in the months of May and October each year, weather permitting. Following each semi-annual site inspection, Consultant shall complete the SWPPP Semi-Annual Inspection, Corrective Action and BMP Review Forms for each facility. Facility personnel shall be responsible for completing the SWPPP Annual Employee Training Forms and the Annual List of Significant Spills and Chronic Leaks Forms.

2. SWPPP General Permit Renewal: Storm water discharges from the CSC and CRSWF are currently covered under the WYPDES Program IGP that expires on August 31, 2017. When the IGP expires, the WYPDES Program will issue an updated IGP. The City will need to renew coverage under the updated IGP for the CSC and CRSWF. Shortly before the IGP expires, the WYPDES Program will mail IGP coverage renewal forms to the City for the CSC and CRSWF. These renewal forms need to be completed and returned to the WYPDES Program. Upon the City's receipt of these forms, the City will forward the forms to Consultant. The Consultant shall complete the IGP renewal forms for the CSC and the CRSWF, and mail the completed forms to the WYPDES Program.

3. SPCCP Site Inspections: Consultant shall conduct semi-annual site inspections of the SPCCP controls and record keeping forms maintained by facility personnel at the CSC, Casper Transfer Station, Casper Special Waste Facility, Casper Baler Building, and Casper Landfill Equipment Storage Building. Consultant's semi-annual SPCCP site inspections shall be completed concurrent with the semi-annual SWPPP site inspections. Following each semi-annual SPCCP site inspection, Consultant shall prepare a letter report with findings and recommendations of the SPCCP inspections.

4. Consultant shall provide to the City the completed SWPPP Semi-Annual Inspection, Corrective Action and BMP Review Forms (considered the semi-annual SWPPP report), and the completed SPCCP semi-annual letter report within 30 days following the semi-annual site inspections. The documents shall be provided to City as described in Section I. A. General Requirements.

5. Consultant shall update the SWPPPs and SPCCPs as directed by the City staff. Updated SWPPPs and SPCCPs shall be provided to City by November 30, 2017.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 31st day of March, 2018.

Exhibit B -- Annual Cost Estimate -- Calendar Year 2017
Terracon Consultants, Inc.
Air Emissions Reporting for Casper Regional Solid Waste Facility
Semi-Annual SWPPP and SPCCP Inspections and Reporting for CRSWF and CSC
City of Casper Project No. _____
September 19, 2016

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULTI-PLIER	SUBTOTAL	ANNUAL TOTAL
Task 1: Semi-Annual Visible Emission Monitoring & Report to WDEQ AQD						
Project Manager: Letter reports: 3 hour/event(2 events)	6.00	HR	\$ 150.00	1.00	\$ 900.00	
Subtotal						\$ 900.00
Task 2: Meeting (one meeting at Owner's facility)						
Project Manager - preparation time	2.00	Hour	\$ 150.00	1.00	\$ 300.00	
Project Manager - meeting time	2.00	Hour	\$ 150.00	1.00	\$ 300.00	
Senior Air Quality Professional (by phone)	2.00	Hour	\$ 130.00	1.00	\$ 260.00	
Project Manager - Travel time	8.00	Hour	\$ 150.00	1.00	\$ 900.00	
Mileage - Project Manager	360.00	MI	\$ 0.54	1.00	\$ 194.40	
Subtotal						\$ 1,955.20
Task 3: Annual NMOC Emissions Calculations & Report						
Project Manager	4.00	HR	\$ 150.00	1.00	\$ 600.00	
Senior Air Quality Professional	16.00	HR	\$ 130.00	1.00	\$ 2,080.00	
Clerical	1.00	HR	\$ 60.00	1.00	\$ 60.00	
Copying & Shipping	1.00	LS	\$ 50.00	1.15	\$ 57.50	
Subtotal						\$ 2,797.50
Task 4: Annual Air Emissions Inventory due to Casper						
Project Manager	4.00	HR	\$ 150.00	1.00	\$ 600.00	
Senior Air Quality Professional	16.00	HR	\$ 130.00	1.00	\$ 2,080.00	
Clerical	1.00	HR	\$ 60.00	1.00	\$ 60.00	
Copying & Shipping	1.00	LS	\$ 50.00	1.15	\$ 57.50	
Subtotal						\$ 2,797.50
Task 5: Annual Compliance Certification due to Casper						
Project Manager	2.00	HR	\$ 150.00	1.00	\$ 300.00	
Senior Air Quality Professional	4.00	HR	\$ 130.00	1.00	\$ 520.00	
Clerical	3.00	HR	\$ 60.00	1.00	\$ 180.00	
Copying & Shipping	1.00	LS	\$ 50.00	1.00	\$ 50.00	
Subtotal						\$ 1,050.00
Task 6: Annual Green House Gases (GHG) Report						
Project Manager	1.00	HR	\$ 150.00	1.00	\$ 150.00	
Senior Air Quality Professional	6.00	HR	\$ 130.00	1.00	\$ 780.00	
Clerical	1.00	HR	\$ 60.00	1.00	\$ 60.00	
Copying & Shipping	1.00	LS	\$ 50.00	1.15	\$ 57.50	
Subtotal						\$ 1,047.50
Task 7: Minor Source State Wide Inventory Reporting if Required by WDEQ AQD						
Project Manager	3.00	HR	\$ 150.00	1.00	\$ 450.00	
Senior Air Quality Professional	4.00	HR	\$ 130.00	1.00	\$ 520.00	
Clerical	2.00	HR	\$ 60.00	1.00	\$ 120.00	
Copying & Shipping	1.00	LS	\$ 50.00	1.15	\$ 57.50	
Subtotal						\$ 1,147.50
Task 8: WDEQ/AQD IMPACT System Entry and Electronic Reporting						
Project Manager	4.00	HR	\$ 150.00	1.00	\$ 600.00	
Senior Air Quality Professional	4.00	HR	\$ 130.00	1.00	\$ 520.00	
Staff Engineer	8.00	HR	\$ 105.00	1.00	\$ 840.00	
Subtotal						\$ 1,960.00
Task 9: Semi-Annual Inspections and Reporting of Storm Water Controls, SWPPPs and SPCCPs at CSC and CRSWF						
Project Manager: Travel - 2 semi-annual site inspections: 6 hours/tnp	12.00	HR	\$ 150.00	1.00	\$ 1,800.00	
Project Manager: Time on site: 2 semi-annual site inspections: 2 sites, 3 hrs/site	12.00	HR	\$ 150.00	1.00	\$ 1,800.00	
Mileage: 2 semi-annual site inspections (360 mi/inspection)	720.00	Miles	\$ 0.54	1.00	\$ 388.80	
Project Manager - 2 semi-annual reports, 2 sites: 4 hr/site/semi-annual period	16.00	HR	\$ 150.00	1.00	\$ 2,400.00	
Subtotal						\$ 6,388.80
Task 10: Update SWPPPs and SPCCPs at the CSC and CRSWF						
Revise Casper Solid Waste Facility SWPPP and SPCCPs				1.00	\$ 3,000.00	
Revise Casper Service Center SWPPP and SPCCPs				1.00	\$ 3,000.00	
Subtotal						\$ 6,000.00
Task 11: Renew Coverage Under the Updated IGP for the CSC and CRSWF						
Project Manager - 3 hours/site at 2 sites	6.00	HR	\$ 150.00	1.00	\$ 900.00	
Subtotal						\$ 900.00
CONTRACT TOTAL					\$ 26,943.20	\$ 26,944.00

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.

WHEREAS, the Wyoming Department of Environmental Quality, Air Quality Division (WDEQ/AQD) issued the Casper Regional Solid Waste Facility's Title V Air Permit in 2014, permit number 3-2-183; and,

WHEREAS, the air permit requires the City of Casper to monitor the air emissions related to the Casper Transfer Station operations, old Closed Balefill, and the Casper Regional Landfill and provide annual reporting; and,

WHEREAS, the WDEQ Water Quality Division issued the Casper Regional Solid Waste Facility and Casper Service Center Industrial Stormwater Permits in 2012; and,

WHEREAS, the industrial stormwater permits require the City of Casper to monitor storm water and spill prevention controls, and annually review and update plans for the Casper Regional Solid Waste Facility and Casper Service Center; and,

WHEREAS, the City of Casper desires to enter into a contract for professional services with Terracon, Inc., to provide air emissions monitoring and reporting and stormwater consulting for the Casper Regional Solid Waste Facility, and provide stormwater consulting services for the Casper Service Center; and,

WHEREAS, Terracon, Inc., is able and willing to provide those services, specified as Casper Solid Waste Facility Air Emissions Monitoring and Reporting and Stormwater Management, Project No. 17-004.

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 Terracon, Inc., to provide professional consulting services for Casper Solid Waste Facility Air Emissions Monitoring and Reporting and Stormwater Services, Project No. 17-004.

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, with funds from the Balefill Cost Center not to exceed the sum of Twenty-Six Thousand Nine Hundred Forty-Four Dollars (\$26,944).

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

APPROVED AS TO FORM:

(Terracon, Inc., - Air Emissions Reporting and Monitoring – 17-004)



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 
Andrew Colling, Engineering Technician

SUBJECT: Amendment No. 1 to the Contract for Professional Services with WLC Engineering for the Washington Park Bleachers, Project No. 15-70.

Recommendation:

That Council, by resolution, authorize Amendment No. 1 with WLC Engineering for additional engineering services for the Washington Park Bleachers, Project No. 15-70, in an amount not to exceed \$35,000, for a total contract price of \$72,400.

Summary:

WLC Engineering is currently under contract for design and construction administration services for the Washington Park Bleachers, Project No. 15-70. Design services include designing the pre-cast concrete bleachers, site surveying and layout, and geotechnical investigation. Construction administration services include construction observation and inspection, material testing, field surveying, reviewing and preparing construction pay estimates, meetings with the City and contractor, and reviewing and approval of shop and material product data.

During construction, the project required that WLC Engineering provide much more on-site observation and guidance than originally proposed during design and bidding. Several challenges with the block layout were encountered and many field directed changes had to be made to the project. Additionally, the contractor was granted a 30 day time extension to finish the project. This time extension caused WLC to incur additional construction observation costs beyond what was initially anticipated.

WLC has requested an additional \$35,000 for construction administration fees. The Engineering Office has reviewed WLC's proposal and finds it in order. With approval of this contract Amendment, the revised contract amount with WLC Engineering will be \$72,400. City staff recommends authorization of Amendment No. 1 with WLC Engineering.

Funding for this Amendment will be from Optional One Cent #15 Sales Tax funds allocated to Washington Park bleachers.

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

AMENDMENT NO. 1
TO THE
CONTRACT FOR PROFESSIONAL SERVICES
WITH
WLC ENGINEERING
FOR ADDITIONAL ENGINEERING SERVICES
FOR THE
WASHINGTON PARK BLEACHERS
PROJECT NO. 15-70

The City of Casper, Owner, hereby authorizes Amendment No. 1 to the Contract for Professional Services with WLC Engineering for the Washington Park Bleachers, Project No. 15-70, dated March 1, 2016, to extend the amount of compensation to the Engineer by a sum not to exceed Thirty-Five Thousand Dollars (\$35,000). The total amount of compensation for the contract, including this Amendment, shall not exceed Seventy-Two Thousand Four Hundred Dollars (\$72,400) 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 the letter requesting an amendment to the professional services contract from the Engineer to the Owner dated December 6, 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 _____, 2016.

APPROVED AS TO FORM:




By: _____
Kenyne Humphrey

Title: Mayor

For the Engineer, WLC Engineering,

dated this 23RD day of DECEMBER, 2016.

By: 
JASON L. MEYERS

Title: VICE PRESIDENT

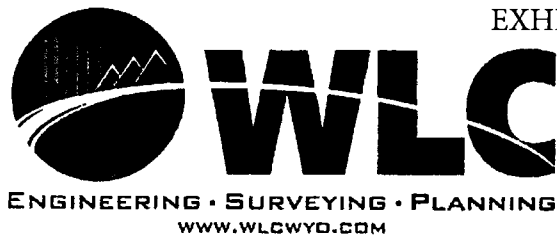


EXHIBIT 'A'

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

December 6, 2016

Andrew Colling
City of Casper
City Engineer's Office
200 N. David
Casper WY 82601

RE: Washington Park Bleacher Project 15-70 Request for Amendment
WLC # 16028

Mr. Colling,

I am sending this letter as a request for an amendment to our agreement for the above-mentioned project. This request is for additional fees for the construction administration phase of this project.

As we've discussed several times, the budget and scope for this project has gone far beyond the original outlined scope of work. The original construction phase estimate for this project was set at \$15,000. This was based upon an estimated construction schedule of 8 weeks with a representative being on site approximately 2-3 times per week at 2-3 hours per visit. As you can see from the detailed invoices that have been submitted to date, the Project Engineer as well as the Construction Observer have had to spend more time than was estimated to verify that the project was completed as intended. The Contractor had requested and was granted a time extension at the beginning of October to extend the contract Final Completion date to November 30, 2016. As of the date of this letter, the Contractor has achieved Substantial Completion, but we are waiting upon the punch list items identified during our November 8th walk through to be completed prior to issuing Final Completion.

At this time, the Contractor has been in construction for 16 weeks and WLC has spent \$52,938.00 on Construction Administration and materials testing for this project. That is approximately 3.5 times the original estimated budget for an overage of \$37,938. The cost increase from the original estimate has three main points of origin. The first being that the construction schedule has taken longer than originally estimated. The construction schedule used to create our estimated price assumed that from start to Final Completion would take the Contractor 8 weeks. We are currently 16 weeks out from the start date of construction and have yet to proceed to Final Completion. The second being

CHEYENNE

RAWLINS

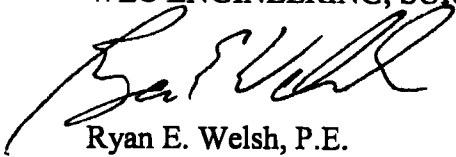
DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

changes that were incorporated into the project during the construction process. Modifications to the layout and aesthetics of the project were reviewed and implemented on a weekly basis during our planned construction meetings as well as several impromptu meetings that took place. Observations from the Contractor, Construction Observer, and Owner were brought up at these meetings and changes that were made were as directed by the Owner. The additional construction time, and detailed oversight of the project and its various modifications essentially quadrupled our Construction Observers time on site during the project compared to what we planned for in our proposal. The billing backup shows that observation time ranged from 4-6 hours/day during the week and an hour or two on the weekend when the Contractor was working weekends.

During our meeting with you and Mr. Beamer on December 5th we discussed a defined date to end WLC billing. Using November 8th, 2016, the day of Substantial Completion, WLC is requesting an additional \$35,000 for the construction phase of this project. This is less than we currently have into the project, and we will not be invoicing for the remaining time required to verify the Contractor has reached Final Completion.

Please contact me with any questions you may have.

Respectfully,
WLC ENGINEERING, SURVEYING, & PLANNING



Ryan E. Welsh, P.E.
Project Manager

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.

WHEREAS, WLC Engineering, under a contract for professional services dated March 1, 2016, is providing design and construction administration services for the Washington Park Bleachers; and,

WHEREAS, additional engineering services outside the original scope of work are required for additional testing and observation; and,

WHEREAS, the City of Casper desires to extend the scope of work with WLC Engineering to provide these additional services; and,

WHEREAS, WLC Engineering, 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 WLC Engineering, for additional engineering services associated with the Washington Park Bleachers, in the amount of Thirty-Five Thousand Dollars (\$35,000).

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 Thirty-Five Thousand Dollars (\$35,000), for a total contract amount of Seventy-Two Thousand Four Hundred Dollars (\$72,400).

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

APPROVED AS TO FORM:





ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

January 3, 2017

MEMO TO: V.H. McDonald, City Manager 
FROM Andrew B. Beamer, P.E., Public Services Director 
Terry Cottenoir, Engineering Technician
SUBJECT: Transportation Alternatives Program Agreement
Rotary Park Pathway - Phase II, No. 17-011

Recommendation:

That Council, by resolution, authorize a Transportation Alternatives Program Agreement with the Wyoming Department of Transportation for the Rotary Park Pathway – Phase II Project, in the amount of \$375,000.00.

Summary:

On Tuesday, August 2, 2016, Council approved a resolution to support the City of Casper's application to the Wyoming Department of Transportation (WYDOT) for Transportation Alternatives Program (TAP) funds. On November 3, 2016, the Wyoming Transportation Commission fully approved the City of Casper's application for TAP funding.

The proposed project is to complete the Phase II of the multi-use detached pathway along Casper Mountain Road from the intersection of Wyoming Boulevard and Casper Mountain Road extending to the south for approximately 7,650 feet, or 1.45 miles. The Rotary Park Pathway will provide a safe and separate route for non-drivers along Casper Mountain Road that connects downtown Casper and Casper Mountain.

WYDOT requires the City of Casper to enter into an agreement to accept TAP funding. The estimated cost for the project is \$545,000.00, with the TAP funds of \$375,000.00 being matched with \$170,000.00 from budgeted Optional One Cent #15 Sales Tax funds allocated to the Platte River Trails Trust projects.

A resolution and two (2) copies of the Agreement are prepared for Council's consideration.



**FY2017
 Transportation Alternatives Program
 SUBRECIPIENT AGREEMENT
 BETWEEN THE
 WYOMING DEPARTMENT OF TRANSPORTATION
 AND THE
 CITY OF CASPER**

Federal Award Information - Required by 2 CFR § 200.331	
Subrecipient Name: City of Casper	Subrecipient DUNS: 152720140
Federal Award Identification Number (FAIN): TBD	Federal Award Date: TBD
Period of Performance Start and End Date: 24 months from the Federal Award Date	Federal Award this Agreement: \$375,000.00
Total Federal Award to Subrecipient: \$375,000.00	Total Federal Award: \$468,750.00
Awarding Federal Agency: Federal Highway Administration	Federal Highway Administration: Wyoming Division Office Telephone: (307) 772-2101 Email: HDAWY@dot.gov
Pass-through Agency: Wyoming Department of Transportation (WYDOT)	WYDOT Program Mgr.: Rob Rodriguez Telephone: 307-777-4181 Email: robert.rodriguez1@wyo.gov WYDOT Contact for Confirmation of Funds: Barbara MacKenzie Telephone: (307) 777-4039 Email: barbara.mackenzie@wyo.gov
Sponsor Contact: Andrew Beamer Phone: 307-235-8341 Email: abeamer@casperwy.gov	
CFDA No.: 20.205	CFDA Title: Highway Planning and Construction
Research and Development: No	Indirect Cost Rate (ICAP): N/A
Project Name: Phase II Casper College to Rotary Park	Recipient County: Natrona
Agreement No.: CD 0.00 CD17203	Project No.: CD17203



1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation, hereinafter referred to as "WYDOT", whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and City of Casper, hereinafter referred to as the "Sponsor", whose address is, 200 North David Street, Casper, Wyoming 82601.
2. **Purpose.** This is a subaward of federal financial assistance from the WYDOT to the Sponsor. The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Sponsor and WYDOT in the administration of the Wyoming Transportation Alternatives Program. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).
3. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until December 31, 2018. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or certified mail.
4. **In consideration of the mutual covenants herein set forth, WYDOT and the Sponsor agree as to the following General Conditions:**
 - a. **Project Scope.** The Sponsor shall undertake and complete the Project as described and set forth below and in the "Project Description" section of the project Sponsor's TAP application, dated July 15, 2016, which is included as Attachment "A" and in accordance with terms and conditions of this Agreement.
 - a. **Project Description.** Construct pathway along Mountain Road and Highway 251.
 - b. **Responsibility of Sponsor.** Sponsor shall:
 - i. Complete all administrative requirements, including having at least one LPA Certified staff member;
 - ii. Select consultants based on qualifications, utilizing WYDOT's help if needed;
 - iii. Submit Plans, Specifications and Estimates along with bid documents to WYDOT Local Government Coordinator's (LGC) Office for review and concurrence prior to project advertisement;
 - iv. Submit bid tabulations to WYDOT LGC Office for review and concurrence prior to awarding project;
 - v. Monitor project progress and submit reimbursement requests to WYDOT's LGC office at least once per quarter; and



- vi. After final bill is paid, submit it for reimbursement to WYDOT LGC office with Completion and Acceptance Certificate

c. Responsibility of WYDOT. WYDOT will:

- i. Assist with consultant selection process;
- ii. Review plans and specifications for compliance prior to advertisement;
- iii. Review bid tabulations prior to project being awarded;
- iv. Provide ongoing support through construction, including possible site inspections and reimbursement processing; and
- v. Ensure project acceptance and completion and process final reimbursement

b. Period of Performance. The Period of Performance shall be 24 months from that date of Federal Award and shall allow 90 days for project closeout beyond completion of physical work on the project. The Sponsor shall commence and complete the project in a professional, economical and efficient manner by December 31, 2018 as indicated in Term of Agreement above. Project work shall commence upon receipt of a Notice to Proceed. Costs incurred prior to the Notice to Proceed will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Sponsor may submit a request WYDOT for an extension of time to complete the project. The request shall be in writing to the WYDOT Local Government Coordination Office. Failure of the Sponsor to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the Sponsor shall return any and all federal funds that have been paid to the project Sponsor.

c. Design Review and Approval and Consultant Selection. All project design to include engineering, architectural and landscape architectural plans, specifications and contract documents shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or Sec. 4(f) review and mitigation statement shall be submitted to the WYDOT Local Government Coordinator. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Sponsor's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT



Environmental Services. The WYDOT Local Government Coordination Office shall receive a copy of such plans and project contract documents and review and approve the same prior to the Sponsor's proceeding with construction bidding, contracting or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 Code of Federal Regulations (C.F.R.) 635 Subpart A. The consultant selection process shall comply with the Brooks Act, 40 United States Code (U.S.C.) 1101 *et seq.* with guidance included in WYDOT Operating Policy 40-1.

d. Federal and State Required Contract Provision. The Sponsor shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:

- Environmental Documentation: contract documents shall include the appropriate level of environmental review and analysis in accordance to 23 C.F.R. 771, to include mitigation assessment where required.
- National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the contract documents shall include the appropriate review and mitigation assessment.
- Design Exceptions: contract documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).
- Patented and Proprietary Products: contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items, or WYDOT certifies through a public interest finding that the patented or proprietary item is: necessary for synchronization with existing facilities or a unique product for which there is no equally suitable alternative.
- Buy America Provisions: requires the use of American steel and iron products, when specified in accordance to 23 C.F.R. 635.410.
- Disadvantage Business Enterprises (DBE): DBE efforts shall be included in the project file, using the Form "E-91LPA" to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.
- Required Federal Contract Provisions: The Form FHWA-1273 provisions apply to all work performed on the contract including work performed by subcontract. All contract documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273



requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 C.F.R. 5.12.

- Contractor and subcontractor Certification for Suspension and Debarment.
 - Manual of Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the contract documents.
 - Labor Rates: contract documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.
 - Equipment/Materials/Labor Cost Determination: unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.
- e. **Prohibited Interest.** No member, officer or employee of the Sponsor during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the Proceeds thereof.
- f. **Project Abandonment.** Should the Sponsor abandon the project prior to completion, or if the project is not let to construction within two years of the completion of the design due to the delay or actions by the Sponsor, the Sponsor shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.
- g. **Project Administration.** The administration of this award shall be compliant with the requirements of 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Project administration must be performed by a public employee to be in responsible charge. The Sponsor shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT Local Project Administration (LPA) Certification Program.

Project administration costs are eligible for reimbursement under this program on an 80/20 percent matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project (80 percent) shall be



submitted on WYDOT LPA Cost Reimbursement Form, signed by the authorized Sponsor representatives and approved by the WYDOT Local Government Coordination Office.

- h. Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Sponsor may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 C.F.R. 635 Subpart A. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Sponsor shall make recommendation to WYDOT of low responsible and responsive bidder for WYDOT concurrence prior to contract award. WYDOT reserves the right to review all contract bids prior to contract award. Extra work/claims must be within the scope of contract.
- i. Project and Final Inspections.** Project inspections shall be conducted by the Sponsor or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Sponsor shall notify WYDOT of final inspection and a WYDOT representative may accompany the Sponsor's representative on the final inspection. Prior to the final payment (normally the final 10 percent), the Sponsor shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116 [Final Settlement and Payment]. Additionally, the Sponsor shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.
- j. Project Funding.** Federal funding for this project will not exceed \$375,000.00. In accordance with WYDOT's policies, a program match requirement of 80 percent of federal and 20 percent local share of the project costs shall apply. Project total cost exceeding project estimate of \$468,750.00 (including local match) shall be borne by the Sponsor.

TAP is funded on a reimbursement basis. No funds will be paid by WYDOT prior to being paid first by the Sponsor. All requests for payment must be submitted to WYDOT's LGC Office on the LPA Cost Reimbursement Form that will be supplied to the Sponsor. Reimbursement requests must also include all applicable supporting documentation including: copies of invoices to be reimbursed and proof



of payment by the Sponsor. The Cost Principles found in 2 C.F.R. 200 – Subpart E apply to this award. WYDOT will make payment to the Sponsor within 30 days of receipt of a complete and approved reimbursement request.

Reimbursement requests will be accepted on a monthly basis and must be submitted no less frequently than once every three months in order for the project to remain active and to avoid the risk of federal funds being rescinded. If no financial activity occurs in a given quarter, the Sponsor shall notify WYDOT's LGC Office in writing of the status and schedule of the project.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsr.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

and

<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

The Sponsor may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and would fulfill part/all of the match requirements of the Sponsor. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4a. If the Sponsor accepts the donation of land, the land value used to offset the match may not exceed the 20 percent match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

- k. Project Maintenance.** Project maintenance and perpetual care shall be the responsibility of the Sponsor.
- l. Public Interest Finding.** If the Sponsor elects to use Force Account work (materials and/or labor) as its local match or a portion of its local match, such a



determination requires the Sponsor to make a finding in the public interest. Such a public interest finding must not exceed \$50,000. Requests for Force Account will be evaluated in accordance to 23 CFR 635 Subpart B. Prior to the use of Force Account work, the Sponsor must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in Sponsor's Project Packet). WYDOT Form LGC-PIF must be submitted by the Sponsor for approval by the WYDOT Local Government Coordination Office.

m. Restrictions, Prohibitions, Controls and Labor Provisions

- i. Equal Employment Opportunity. In connection with the carrying out of the Project, the Sponsor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Sponsor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, 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.
- ii. Disadvantaged Business Enterprise (DBE) Requirements.
 1. Policy. It is the policy of WYDOT that Disadvantaged Business Enterprises, defined as Minority Business Enterprises and Woman Business Enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
 2. DBE Obligation. The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the Sponsor shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Sponsor and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.
- iii. Title VI Civil Rights Act of 1964. The Sponsor shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 C.F.R. Part 21, and the Assurance by the Sponsor pursuant thereto.



- iv. **Compliance with Elderly and Disabled Regulations.** The Sponsor shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 C.F.R. Part 27 and the Americans with Disabilities Act of 1990.

- n. **Right-of-Way and Utilities.** Prior to proceeding with project bidding, the Sponsor must submit to the WYDOT LGC a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the Sponsor's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with Wyo. Stat. § 1-26-501, *et seq.* [Wyoming Eminent Domain Act] and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, (Uniform Act) and the regulations of 49 CFR Part 24.

5. Special Provisions

- a. **Conflict of Interest.** The Sponsor must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.

- b. **Mandatory Disclosures.** The Sponsor must disclose, in a timely manner, in writing to WYDOT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

6. General Provisions

- a. **Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

- b. **Americans with Disabilities Act.** The Sponsor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.

- c. **Applicable Law and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.



- d. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign nor otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The Sponsor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- e. **Assumption of Risk.** The Sponsor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. WYDOT will notify the Sponsor of any state or federal determination of noncompliance.
- f. **Audit/Access to Records.** Sponsors that expend \$750,000 or more during their fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with 2 CFR 200 Subpart F.

The Sponsor may be subject to monitoring activities by WYDOT including on-site visits, review of supporting documents, and limited scope audits. The Sponsor shall permit independent auditors, Federal personnel and WYDOT auditors, access to any pertinent books, documents, papers, and records necessary to perform monitoring of activities. The Sponsor shall keep audit reports and audit documents on file for three years after the project is complete.

- g. **Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Sponsor, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT will not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit WYDOT to terminate this Agreement in order to acquire similar services from another party.
- h. **Compliance with Law.** The Sponsor shall keep informed of and comply with all applicable, Federal, State and local laws and regulations in the performance of this Agreement.
- i. **Entirety of Agreement.** This Agreement, consisting of 14 pages, Attachment "A", consisting of 1 page, and Attachment "B", consisting of 1 page represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.



- j. **Human Trafficking.** If required by 22 U.S.C. 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - i. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procures a commercial sex act during the period of time that the award is in effect; or
 - iii. Uses forced labor in the performance of the award or subawards under the award.

- k. **Indemnification.** Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

- l. **Kickbacks**
 - i. The Sponsor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Sponsor is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
 - ii. The Sponsor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement.
 - iii. No staff member of the Sponsor shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.
 - iv. If the Sponsor breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- m. **Limitations on Lobbying Activities.** In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Sponsor or its subsponsors in connection with lobbying Congressmen, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement or loan. The Sponsor and its subsponsors shall submit a certification statement and disclosure form acceptable to WYDOT prior to commencement of any work.



- n. **Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* and the Age Discrimination Act of 1975. The Sponsor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement. In reference to Title VI Policy, WYDOT's Civil Rights Program is responsible for initiating and monitoring Title VI activities, preparing required reports and other WYDOT responsibilities as required by 23 CFR 200 and 49 CFR 21.
- o. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either delivered by hand or certified mail.
- p. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement until this Agreement has been reduced to writing, approved as to form by the Office of the Attorney General, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. §9-2-1016(b)(iv).
- q. **Publicity.** Publicity given to the project or services provided herein, including notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall provide a copy of what was shared with WYDOT.
- r. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- s. **Sovereign Immunity.** The State of Wyoming, WYDOT and the City do not waive their sovereign or governmental immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other State law. The parties agree that any ambiguity in this Agreement 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.
- t. **Suspension and Debarment.** By signing this Agreement, the Sponsor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this



transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.sam.gov. Further, the Sponsor agrees to notify WYDOT by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

- u. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

“THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK”



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

The effective date of this Agreement is the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement shown below.

ATTEST:

CITY OF CASPER:

Tracey L. Belser

By: _____
Kenyne Humphrey, Mayor

Clerk

Date

(SEAL)

ATTEST:

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

By: _____
Sandra J. Scott, Secretary

By: _____
Keith R. Fulton, P.E., Assistant Chief
Engineer, Engineering and Planning

Transportation Commission of Wyoming

(SEAL)

Date

Approved as to form:

By: _____
Michael T. Kahler
Senior Assistant Attorney General
State of Wyoming

Date agreement prepared: December 9, 2016



Attachment "A"

Project Description:

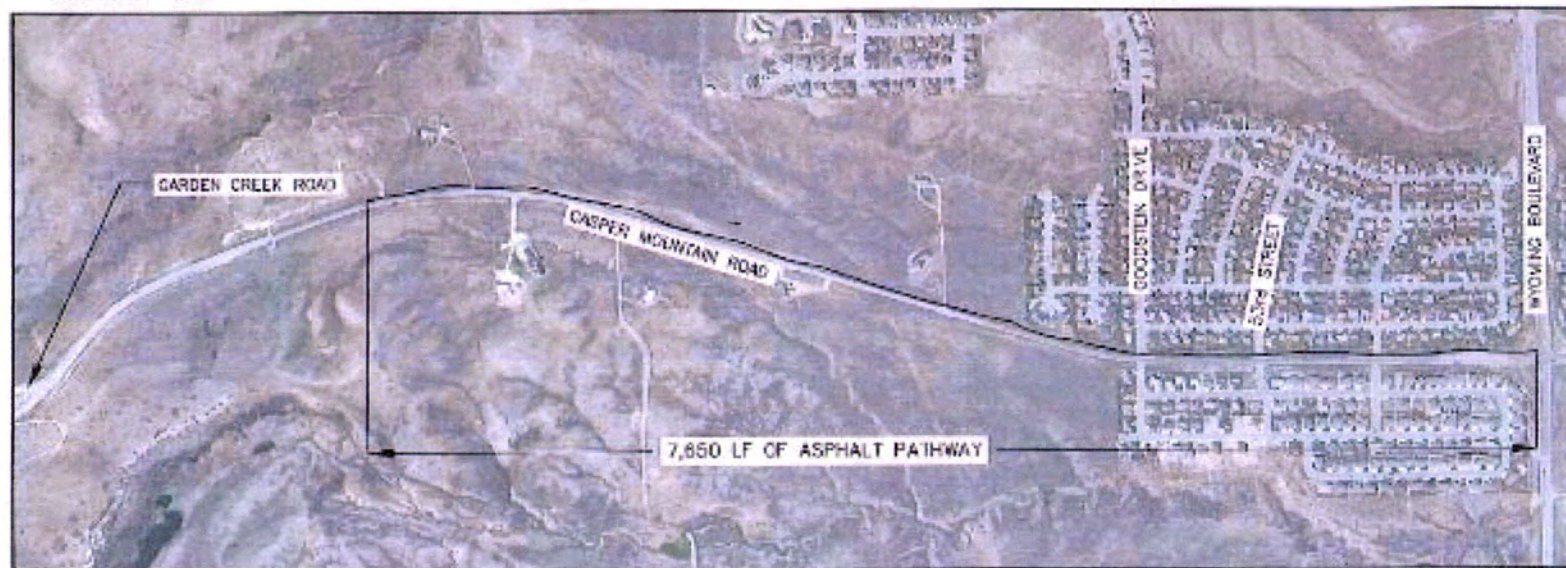
Provide a detailed project description addressing each of the following items:

- Proposed road(s)/location(s) affected by improvements (ex. Pine Street: from First Avenue to Fifth Avenue);
- Details of proposed improvements (sidewalks, turn-outs, retaining walls, bike lanes, etc.).

The proposed project, Phase II - Casper College to Rotary Park trail, will commence at the intersection of Wyoming Blvd. and the Mountain Road in Casper, Wyoming and travel south in the ROW of the Mountain Rd./Hwy. 251 for approximately 7,650 ft or 1.45 miles. The trail is planned as a multi-use 10 - 12 ft. separated asphalt pathway that will include 2 to 3 turnouts/resting points along the route. As the trail travels south up the mountain the alignment will become curvier, as ROW allows, to encourage lower speeds and increased safety. This is Phase II of a three phased project to construct a safe and separate non-motorized connection between downtown Casper and Casper Mountain.



EXHIBIT 1 ROTARY PARK PATHWAY PHASE 2



Attachment "B"



APPROVAL AS TO FORM

I have reviewed the attached *FY2017 Transportation Alternatives Program Subrecipient Agreement Between the Wyoming Department of Transportation and the City of Casper* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: January 4, 2017.

A handwritten signature in cursive script, reading "Wallace Trembath III", is written over a horizontal line.

Wallace Trembath III
Assistant City Attorney

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.

WHEREAS, the City of Casper desires to enter into an agreement with the Wyoming Department of Transportation accepting Federal Transportation Alternatives Program (TAP) funding in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00), for the Rotary Park Pathway – Phase II, Project; and,

WHEREAS, funding in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) is available under the Federal Transportation Alternatives Program for the project; and,

WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute the TAP agreement to accept this funding.

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 the Transportation Alternatives Program Agreement with the Wyoming Department of Transportation.

BE IT FURTHER RESOLVED: That the City Manager, Public Services Director, and the City Engineer for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to this 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 5, 2017

MEMO TO: V.H. McDonald, City Manager 

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

SUBJECT: Agreement with Hedquist Construction, Inc.
Brookview Drive Sanitary Sewer Replacement, Project No. 16-011

Recommendation:

That Council, by resolution, authorize an agreement with Hedquist Construction, Inc., for the Brookview Drive Sanitary Sewer Replacement, Project No. 16-011, in the amount of \$231,120.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$28,880.00, for a total project amount of \$260,000.00.

Summary:

On Wednesday, January 4, 2017, nine (9) bids were received from contractors to remove and replace approximately 1,800 lineal feet of sanitary sewer main and nine (9) sanitary sewer manholes along Brookview Drive from Valley Drive to Mariposa Boulevard and along Mariposa Boulevard from Brentwood Drive to Brookview Drive. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Hedquist Construction	Mills, Wyoming	\$231,120.00
Grizzly Excavating and Const.	Casper, Wyoming	\$323,848.00
Treto Construction	Casper, Wyoming	\$388,262.00
Installation and Service Co.	Mills, Wyoming	\$394,292.00
Andreen Hunt Construction	Mills, Wyoming	\$394,883.00
High Plains Construction	Mills, Wyoming	\$397,407.00
71 Construction	Casper, Wyoming	\$399,509.15
Ramshorn Construction	Casper, Wyoming	\$418,127.00
Jerry Bornhoft Construction	Riverton, Wyoming	\$563,212.00

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 21, 2017. The estimate prepared by the City of Casper Engineering Department was \$536,090.00.

Funding for this project will be from FY17 Sewer 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 Hedquist Construction, Inc., P.O. Box 1870, Mills, Wyoming 82644 hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace sanitary sewer manholes and sanitary sewer main line: and,

WHEREAS, Hedquist Construction, Inc., is able and willing to provide those services specified as the BROOKVIEW DRIVE SANITARY SEWER REPLACEMENT, Project 16-011.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the BROOKVIEW DRIVE SANITARY SEWER REPLACEMENT, Project 16-011.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper in 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 Sanitary Sewer and Manhole installation will be substantially completed by July 21, 2017, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by July 28, 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 Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Thirty-One Thousand One Hundred Twenty Dollars (\$231,120.00), 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 \$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 (pages BF-1 through BF-4, Bid Form) and Bid Schedule (BS-1, Bid Schedule).
- 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 two (2) sections; (01810, 02040)
- 8.14 Contract Drawings, consisting of seven (7) 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.

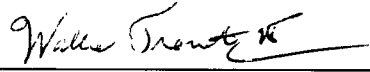
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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:
(Agreement - Brookview Drive Sanitary Sewer Replacement, Project 16-011)



ATTEST:

CONTRACTOR:
Hedquist Construction, Inc.

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Tracey L. Belser

Kenyne Humphrey

Title: City Clerk

Title: Mayor

EXHIBIT A

EXHIBIT "A" STANDARD BID FORM

(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
BROOKVIEW DRIVE SANITARY SEWER
REPLACEMENT,
Project 16-011

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 July 21, 2017, and completed and ready for final payment not later than July 28, 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>ONE</u>	Dated <u>1/3/17</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: \$ 231,120.00

TOTAL BASE BID, IN WORDS: TWO HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED TWENTY AND ZERO CENTS DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. 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: HEGQUIST CONSTRUCTION INC
PO BOX 1870
MILLS WY 82644

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on JANUARY 4, 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: HEDQUIST CONSTRUCTION INC (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By: [Signature] (seal)
CRAIG HEDQUIST
PRESIDENT
(Title)

(Seal)

Attest: [Signature]
CURT HEDQUIST, V.P.

Business Address: HEDQUIST CONSTRUCTION INC
PO BOX 1870
MILLS WY 82644

Phone Number: 307 237-8543

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
BROOKVIEW DRIVE SANITARY SEWER REPLACEMENT
Project 16-011
January 4, 2017
Casper, Wyoming

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, SF= Square Foot, LF = Linear Foot, EA = Each, CY = Cubic Yard

Bid Schedule

Item	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization and Bonds	LS	1	8500.00	8500.00
2	R&R 10" Sanitary Sewer Main	LF	283	30.00	8490.00
3	R&R 12" Sanitary Sewer Main	LF	1515	32.00	48480.00
4	R&R 48" Sewer Manhole (Depths Vary)	EA	9	4850.00	43650.00
5	Reinstate Sewer Service During R&R	EA	33	500.00	16500.00
6	F&I Asphalt Paving (4" Asphalt/ 8" Grading "W")	SY	2,000	30.00	60000.00
7	F&I Select Backfill	CY	3,500	1.00	3500.00
8	F&I Flow Fill Encasement	CY	50	10.00	500.00
9	F&I Temporary Traffic Control	LS	1	8500.00	8500.00
10	R&R Curbwalk	SF	6000	5.50	33000.00
Total Base Bid					231,120.00

- **TOTAL BASE BID IN WORDS:**
TWO HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED TWENTY DOLLARS
AND ZERO CENTS

This bid submitted by: HEDQUIST CONSTRUCTION INC
 (Individual, partnership, corporation, or joint venture name)

RESOLUTION NO.17-8

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

WHEREAS, the City of Casper desires to replace sanitary sewer manholes and sanitary sewer main line along Brookview Drive from Valley Drive to Mariposa Boulevard and along Mariposa Boulevard from Brentwood Drive to Brookview Drive; and,

WHEREAS, Hedquist Construction, Inc., is able and willing to provide those services specified as the Brookview Drive Sanitary Sewer Replacement, Project No. 16-011; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Hedquist Construction, Inc., for those services, in the amount of Two Hundred Thirty-One Thousand One Hundred Twenty and 00/100 Dollars (\$231,120.00).


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 Two Hundred Thirty-One Thousand One Hundred Twenty and 00/100 Dollars (\$231,120.00) and Twenty-Eight Thousand Eight Hundred Eighty and 00/100 Dollars (\$28,880.00) for a construction contingency account, for a total price of Two Hundred Sixty Thousand and 00/100 Dollars (\$260,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

(Resolution - Brookview Drive Sanitary Sewer Replacement, Project No. 16-011)

APPROVED AS TO FORM:




ATTEST:


Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

January 11, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Tracey L. Belser, Assistant City Manager/Support Services Director 
Zulima Lopez, Assistant Support Service Director

SUBJECT: Civil Service Commission Reappointment

Recommendation:

That Council, by minute action, authorize the reappointment of David Dovala to the Civil Service Commission for an additional three (3) year term.

Summary:

The Civil Service commission is regulated by Wyoming State Statutes Section 15 5 101 et seq., Wyoming Statutes (1977 Republished Edition) and the Wyoming Administrative Procedures Act 16-3-101 et seq. The following sections fall under the Civil Service laws relating to the oversight of Fire-EMS and Police Departments:

- Administration
- Eligibility
- Examination of Entry Level Applications
- Examination of Candidates for Promotion
- Discharge & Reduction for Cause
- Suspension

Mr. Dovala was initially appointed to the Civil Service Commission in February 2011. He is eligible for reappointment and desires to serve a second term. Since Mr. Dovala was interested in serving another term, and other members of the Commission support Mr. Dovala's reappointment, the position wasn't advertised. There is no requirement to advertise for this reappointment request.

This term is effective January 2017 and expires December 31, 2019.

January 10, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Tracey Belser, Assistant City Manager/Support Services Director 
Jason Shellabarger, Fleet Maintenance Manager

SUBJECT: Authorize Purchase of one (1) new Spray Injection Patching Machine for use by the Streets Division

Recommendation:

That Council, by minute action, authorize the purchase of one (1) new spray injection patching machine, from Denver Industrial Sales & Service Company, Denver, Colorado, to be used in the Streets Division of the Public Service Department, in the amount of \$68,967.00.

Summary:

The current two (2) units being operated by the Streets Division are poly patchers which are no longer in use due to the expense and inefficiency of operation and maintenance. The estimated trade-in allowance for these two (2) units is \$6,800.00 which will be replaced by this one (1) unit. The new spray injection patching machine will be used by the Streets Division to fill pot holes and other asphalt damage with a more efficient and cost effective process.

Bids were requested for one (1) new spray injection patching machine. On December 8, 2016, two (2) bids were received from two (2) out of state vendors. The bids were as follows:



<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
(1) New Craftco Magnum, PN 91000	Denver Ind. Sales & Svc Co. Denver, CO	\$68,967.00	\$6,800.00	\$62,167.00
(1) New DuraPatcher 125DJT Trailer Patcher	NorMont Equip. Company Billings, MT	\$69,105.00	\$3,000.00	\$66,105.00

As required by State Statute 15-1-113(b), a notice was published in a local newspaper once a week for two (2) consecutive weeks.

The recommended purchase of the Craftco Magnum, PN9100 meets all of the required specifications for the new spray injection patching machine.

This purchase is approved in the FY17 adopted budget and is funded by the FY17 Streets Division, Light Equipment account.

January 10, 2017

MEMO TO: V.H. McDonald, City Manager 
FROM: Andrew Beamer, Public Services Director 
Dan Coryell, Parks Manager
SUBJECT: Reallocation of Capital Equipment Funds
Parks Division Equipment

Recommendation:

That Council, by minute action, approve reallocating Capital funds from the purchase of an aerial lift truck to the purchase of a remote controlled mower to be used in the Weed Mowing Section of the Parks Division.

Summary:

This fiscal year, the Parks Division was allocated \$75,000 to purchase a new or used aerial lift truck. The lift truck that is to be replaced is a 1997 Ford F800 that was purchased in used condition over ten (10) years ago by the Weed and Pest Department for \$75,000. It is up for replacement due to its age, but is operationally sound, and passed the yearly inspections on booms, bucket, and cab. The majority of the hours put on the lift truck come in the winter months during tree pruning and tree removal.


There have been changes this year in operations and in personnel, and staff believes that the Capital equipment funds would be more appropriately spent on a mower for the Weed Mowing Section. Current equipment in this section consists of three (3) slope mowers and two (2) tractors with rotary cutters. Personnel consists of one (1) parks and recreation technician, one (1) regular part-time employee, and one (1) seasonal employee.


Staff recently evaluated a remote controlled slope mower. This new mower will increase operator safety and provide a machine that will be able to mow steeper grades, i.e., the interstate corridor. This machine will also do well in all areas maintained – next to drainages, roads and around mail boxes. Also, there are less moving parts in a remote controlled mower than in a slope mower, thereby reducing maintenance costs and repair issues.

After the change in allocated funds is approved, staff will work directly with the City of Casper Fleet Division to begin the bidding process. The bidding process will require two advertisements asking dealerships to send in sealed bids of their product that matches our detailed spec sheet in the advertisements. The winning bid will be notified and then approved by Council for purchase. The price of the mower is expected to be under \$50,000.

Staff proposes reducing the City's fleet by two (2) slope mowers and purchasing one (1) remote controlled mower

January 10, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Tracey Belser, Assistant City Manager/Support Services Director 
Jason Shellabarger, Fleet Maintenance Manager

SUBJECT: Authorize Purchase of one (1) used Street Sweeper for use by the Streets Division

Recommendation:

That Council, by minute action, authorize the purchase of one (1) used street sweeper, from CMI-Teco, Casper, Wyoming, to be used in the Streets Division of the Public Service Department, in the estimated total amount of \$189,011.00.

Summary:

The current two (2) units being operated by the Streets Division are being used for street sweeping throughout Casper and are on the list for replacement due to age, hours of operation, and cost of maintenance. The estimated trade-in allowance for these two (2) units is \$9,000.00. The recommendation to replace two (2) units with one unit is to provide better efficiency in street sweeping operations with the current staff level.

Quotes were requested for one (1) used street sweeper. In this case, a machine that had been demoed was available with low hours, and full factory warranty which allows for a substantial savings from purchasing a new street sweeper. On December 13, 2016, seven (7) quotes were received from three (3) in state vendors. Three quotes were received for the purchase of a used piece of equipment as required by the City of Casper's purchasing policy. The quotes were as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
(1) Used Schwarze A7 Tornado Regenerative Air Street Sweeper	Ameri-Tech Equipment Co. Evansville, WY	\$189,148.89	\$7,500.00	\$181,648.89
(1) Used Johnston VT651 Vacuum Sweeper	CMI-Teco Casper, WY	\$198,011.00	\$9,000.00	\$189,011.00
(1) New Johnston/Frtlnr VT651 Vacuum Sweeper	CMI-Teco Casper, WY	\$230,662.00	\$9,000.00	\$221,662.00
(1) New Schwarze A7 Tornado Regenerative Air Street Sweeper	Ameri-Tech Equipment Co. Evansville, WY	\$234,956.36	\$7,500.00	\$227,456.36

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
(1) New Johnston/ Ptrblt VT651 Vacuum Sweeper	CMI-Teco Casper, WY	\$241,724.00	\$9,000.00	\$232,724.00
(1) Used Elgin Whirlwind Sweeper/ Freightliner	Titan Machinery Gillette, WY	\$274,000.00	\$ No Trade	\$274,000.00
(1) Used Elgin Whirlwind Sweeper/ Peterbilt	Titan Machinery Gillette, WY	\$284,975.00	\$ No Trade	\$284,975.00

The recommended purchase of the Johnston VT651 from CMI-Teco has less than 100 hours, less than 5,000 miles, has full factory warranty, and meets all of the required specifications for the used street sweeper. The low quote of the Schwarze A7 Toronado Regenerative Air Street Sweeper has over 200 hours, 8,000 miles, and did not meet the required specification of being a full vacuum system.

This purchase is approved in the FY17 adopted budget and is funded by the FY17 Streets Division, Light Equipment account.