

# COUNCIL MEETING AGENDA

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**Casper City Council  
City Hall, Council Chambers  
Tuesday, August 7, 2018, 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.
  - Direct all questions/comments to the Mayor and only the Mayor.
  - No personal attacks on staff or Council.
  - 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. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- 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)

## AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JULY 17, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JULY 24, 2018



4. CONSIDERATION OF MINUTES OF THE JULY 24, 2018 EXECUTIVE SESSION – PERSONNEL

5. CONSIDERATION OF BILLS AND CLAIMS

6. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish August 21, 2018, as the Public Hearing Date for Consideration of:
  - a. **New Resort Liquor License No. 8** for Trigild, Inc., d/b/a **Hilton Garden Inn**, Located at 1150 North Poplar Street.
  - b. **New Restaurant Liquor License No. 39** for TWH, Inc., d/b/a **JS Chinese Restaurant**, Located at 116 West 2<sup>nd</sup> Street.

7. PUBLIC HEARINGS

A. Resolution

1. Authorizing the Request to Apply for a Community Enhancement Grant through the **Wyoming Business Council** for the **Lights on Hogadon Project**.
2. Approving Proposed Amendment to the **FY 2017/2018 Annual Action Plan**.

8. RESOLUTIONS

A. Consent

1. Approving a Professional Services Contract with **Telecom Law Firm PC** to Assist the City of Casper with **Wireless Communication Facility Reviews**.
2. Approving a Professional Services Contract with **Cityscape Consultants, Inc.** to Assist the City of Casper with **Wireless Communication Facility Reviews**.
3. Approving a Professional Services Contract with **Digital Skylines, Inc.** to Assist the City of Casper with **Wireless Communication Facility Reviews**.
4. Approving a Professional Services Contract with **River Oaks Communication Corporation** to Assist the City of Casper with **Wireless Communication Facility Reviews**.
5. Approving a Professional Services Contract with **Sublight Engineering PLLC** to Assist the City of Casper with **Wireless Communication Facility Reviews**.



8. RESOLUTIONS (continued)

A. Consent

6. Authorizing an Agreement with **Tyler Technologies, Inc.**, for the Purchase and Implementation of an **Enterprise Resource Software System** with a Total Project Budget of \$1,433,432.
7. Authorizing Amendment No. 1 to the Contract for Professional Service with **Civil Engineering Professionals Inc.**, in the Amount of \$46,000, for the **East Casper Zone 3 Water System Improvements Project**.
8. Authorizing a Procurement Agreement with **KROHNE, Inc.**, in the Amount of \$45,098, for the **Purchase of Magnetic Flow Meters** to be Installed in the Pratt, North Park, Mountain Road, and Southwest Water Booster Stations.
9. Authorizing an Agreement with **HDR Engineering, Inc.**, in the Amount Not to Exceed \$75,000.00, for **Water Rights/Water Supply Studies, Tasks, and Activities**.
10. Authorizing a Contract for **Outside-City Sewer Service** with **Silver Dollar Properties, LLC**.
11. Authorizing a Contract for Professional Services with **Inberg Miller Engineers**, in the Amount of \$35,970, for the **Lower Eastdale Creek Channel Improvements – Phase 2 Project**.
12. Authorizing an Agreement with **Treto Construction, LLC**, in the Amount of \$2,511,700, for the **Midwest Avenue Reconstruction Project**.
13. Authorizing Release and Assignment Agreement with **Western Surety Company**, for **Erosion Control Bond Claim** Against Bonds Held by Gaddis Custom Building, LLC, for Heritage Hills Addition No. 2.
14. Authorizing Release and Assignment Agreement with **Western Surety Company**, for **Erosion Control Bond Claim** Against Bonds Held by Gaddis Custom Building, LLC, for Heritage Hills Additions No. 3 and No. 4.
15. Authorizing a Tender Agreement with **United Fire and Casualty Company and Powder River Construction, Inc.**, in the Amount of \$143,579, for Completion of the **Robertson Road South Pathway Project**.
16. Authorizing an Agreement with **United Fire and Casualty Company and 71 Construction, Inc.**, for Completion of the **“K” Street Improvements Phase I Project**.



8. RESOLUTIONS (continued)

A. Consent

17. Authorizing an Agreement with **Recycled Materials, LLC**, in the Amount of \$28175, for the **2018 Russian Olive Removal Project**.
18. Authorizing a Memorandum of Understanding between the City of Casper and **Casper College** to Provide Funding in the Maximum Total Annual Amount of \$32,731 for **Stormwater Public Education and Outreach** for the Stormwater Coalition.
19. Authorizing a Memorandum of Understanding between the City of Casper and the **Town of Mills** to Provide Funding in the Maximum Total Annual Amount of \$32,731 for **Stormwater Public Education and Outreach** for the Stormwater Coalition.
20. Authorizing a Memorandum of Understanding between the City of Casper and the **Town of Evansville** to Provide Funding in the Maximum Total Annual Amount of \$32,731 for **Stormwater Public Education and Outreach** for the Stormwater Coalition.
21. Authorizing a Memorandum of Understanding between the City of Casper and the **Wyoming Department of Transportation** to Provide Funding in the Maximum Total Annual Amount of \$32,731 for **Stormwater Public Education and Outreach** for the Stormwater Coalition.
22. Authorizing the Acceptance of a Grant from the **Edward Byrne Memorial Justice Assistance Grant**, from the **Department of Justice, Bureau of Justice Assistance, Office of Justice Programs**, in the Amount of \$29,562, to be Shared with Natrona County.
23. Authorizing a Lease Agreement between the City of Casper and the **Casper Junior Football League** for the Use of **Crossroads Complex Fields 1, 2, and 3**.
24. Authorizing a Contract for Professional Services with **Golder Associates, Inc.**, in the Amount of \$112,550, to Provide Environmental Consulting for Construction of the **First Street Reach of the North Platte River Restoration Project**.
25. Authorizing a Resolution Amending Resolution No. 17-155, **Changing the Order of Business for Regular Council Meetings**.
26. Authorizing an Employment Agreement with **Robert J. Hand** for Part-time **Municipal Court Judge Services**.





9. MINUTE ACTION

A. Consent

1. Authorizing the Reappointment of **Mike Cometto** to the **Casper Natrona County Health Department Board**.
2. Authorizing the Purchase of Two (2) New **Articulated Motor Graders**, in the Total Amount of \$532,102.58, from **Wyoming Machinery Company**, Casper, Wyoming, Before the Trade-in Allowance, for Use by the Streets Division of the Public Services Department.
3. Authorizing the Purchase of One (1) New **John Deere Gas Mower**, in the Total Amount of \$12,400, from **Stotz Equipment**, Evansville, Wyoming, for Use by the Cemetery Section of the Parks and Recreation Department.
4. Authorizing the Purchase of One (1) New **One Ton Truck with Service Body**, in the Total Amount of \$55,363.36, from **Fremont Motor Company**, Sheridan, Wyoming, for Use by the Water Distribution Division of the Public Services Department.

10. COMMUNICATIONS

A. From Persons Present

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

12. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, August 21, 2018– Council Chambers

6:00 p.m. Tuesday, September 4, 2018 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, August 14, 2018 – Council Meeting Room

4:30 p.m. Tuesday, August 28, 2018– Council Meeting Room

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ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS  
 Casper City Hall – Council Chambers  
 July 17, 2018

Casper City Council met in regular session at 6:03 p.m., Tuesday, July 17, 2018. Present: Councilmembers Hopkins, Huber, Humphrey, Laird, Morgan, Powell, Walsh and Mayor Pacheco. Absent: Councilmember Johnson.

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

Mayor Pacheco led the audience in the Pledge of Allegiance.

Moved by Councilmember Walsh, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the July 3, 2018, regular Council meeting, as published in the Casper-Star Tribune on July 12, 2018. Councilmember Morgan noted two corrections to these minutes, the first being the abbreviation of the International Property Maintenance Code as (IPC) when it should have been (IPMC). The second correction being Councilmembers Johnson and Morgan voted nay to adjourn into executive session at the end of the meeting, which was not noted. Motion passed.

Moved by Councilmember Walsh, seconded by Councilmember Morgan, to, by minute action, approve the minutes of the July 3, 2018, executive session. Councilmember Humphrey requested that the minutes reflect that she was absent. Councilmembers Humphrey and Powell abstained from voting. Motion passed.

Moved by Councilmember Hopkins, seconded by Councilmember Humphrey, to, by minute action, approve payment of the July 17, 2018, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims  
 07/17/18

71Construction	Projects	\$2,800.44
AAALandscaping	Services	\$245.65
AllTrees	Services	\$2,335.62
AMBI	Services	\$1,544.71
Ameritech	Services	\$337.65
AndrnHunt	Services	\$40,410.00
ArrowheadHeating	Services	\$88.00
AtIntcElect	Services	\$1,899.05
Balefill	Services	\$61,894.32
BankOfAmerica	Goods	\$154,377.14
BArellano	Reimb	\$500.00
BonAgency	Bond	\$50.00
C Powell	Reimb	\$207.10

CasparBuildSystems	Services	\$496,638.63
CasperPlanetarium	Services	\$219.00
CasperPubUtilities	Services	\$135.95
Centurylink	Services	\$18,881.25
Ch2mHill	Services	\$22,708.69
CityofCasper	Services	\$22,330.07
CivilEngineeringProfessionals	Projects	\$22,843.60
CollectionCenter	Services	\$839.48
CommTech	Goods	\$3,282.05
Comtronix	Services	\$251.85
CrimeSceneInfo	Services	\$86.25
CsprWndyCityStriders	Fees	\$100.00
CVIC	Supp	\$3,123.00
DBauer	Reimb	\$211.75
Dell	Goods	\$690.94
DeltaDental	Services	\$42,509.85
DHartPatrolSvc	Services	\$61,798.90
DPCIndustries	Goods	\$6,926.40
EngDsgnAssoc	Services	\$1,045.02
EuroTechDntlLab	Supplies	\$280.00
FinishLine	Supp	\$1,679.34
FirstData	Services	\$8,069.89
FirstInterstateBank	Services	\$143.00
GlobalSpect	Funding	\$82,909.91
GMarshInc	Services	\$21,008.03
GolderAssociates	Services	\$7,216.95
HDR Engineering	Projects	\$2,151.45
HighPlainsConstruction	Goods	\$60,293.92
Hitek	Services	\$46,216.50
Homax	Goods	\$46,172.06
Installation&Svc	Projects	\$184,407.19
IntgrtdTech	Supp	\$1,080.00
ISC	Supp	\$913.90
ITCElec	Services	\$283.50
JEHendersonJr	Speaker	\$2,154.16
JHatcher	Reimb	\$418.48
JTLGroup	Services	\$68,576.62
KellySvcs	Services	\$1,297.12
LisasSpicnSpan	Services	\$595.00
LongBuildingTech	Services	\$8,290.00
Lower&Co	Svc	\$11,250.00
LxisNxis	Svc	\$320.31
MMosteller	Reimb	\$100.00

MorphoTrust	Services	\$3,036.00
Motorola	Services	\$7,451.98
MPorter	Refund	\$372.00
MunicipalCodeCorp	Goods	\$607.85
Nalco	Supp	\$15,045.84
NationalBenefitServices	Services	\$375.15
NCSheriffsOffice	Funding	\$67,400.32
OfficeStateLands	Services	\$232,247.34
PostalPros	Services	\$2,451.49
Pubworks	Goods	\$5,079.00
PWendling	Reimb	\$115.23
Ravenwood	Traing	\$12,095.33
RDabney	Reimb	\$472.96
RegionalWater	Services	\$740,745.71
RockyMtnPower	Services	\$23,424.48
SaltusTech	Goods	\$11,600.00
SamParsonsUpholstery	Services	\$337.33
SDaley	Reimb	\$167.31
SeniorPatientAdvocates	Services	\$450.00
Spectrum	Funding	\$31,555.38
SpillmanTechnologies	Services	\$143,285.06
StateofWy-DCI	Services	\$60.00
StateofWy-DeptofHlth	Services	\$27.00
SWeinhandl	Refund	\$738.00
SWL	Services	\$1,183.12
TrihydroCorp	Projects	\$15,443.40
UrgentCare	Services	\$705.00
Viewpoint	Services	\$2,295.00
VOre	Refund	\$402.89
WardwellWater&Sewer	Services	\$86.90
WasteWaterTreatment	Funding	\$280,268.00
WBohman	Reimb	\$617.63
WDaisy	Reimb	\$485.51
WERCSCommunications	Services	\$311.00
WesternIdentification	Services	\$7,421.00
WesternPlainsLandscaping	Services	\$10,412.10
WorthingtonLenhart&Carpenter	Services	\$9,132.04
WstrnStsFire	Supp	\$2,784.00
Wycomp	Services	\$1,296.00
WyLawEnforcementAcademy	Services	\$2,972.00
WyNotaryDivision	Goods	\$30.00
WyPlantCo	Supp	\$695.88
		\$3,162,821.92

Moved by Councilmember Humphrey, seconded by Councilmember Powell, to, by minute action: establish August 7, 2018, as the public hearing date for the consideration of application for a Community Enhancement Grant through the Wyoming Business Council for the lights on Hogadon project; and the proposed amendment to the FY 2017/2018 Annual Action Plan. Motion passed.

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

ORDINANCE NO. 8-18

AN ORDINANCE AMENDING SECTIONS 15.04.040, 15.04.050 AND 15.04.110 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE.

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

SECTION 1:

All references to the 2015 International Building Code in Sections 15.04.040 and 15.04.050 of the Casper Municipal Code are hereby amended to read "2018 Edition."

SECTION 2:

The reference to the 2015 Edition of the International Energy Conservation Code in Section 15.04.110 is hereby amended to read "2018 Edition."

SECTION 3:

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

SECTION 4:

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 19th day of June, 2018.

PASSED on 2nd reading the 3rd day of July, 2018.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17th day of July, 2018.

ORDINANCE NO. 9-18

AN ORDINANCE AMENDING SECTIONS 15.02.020, 15.02.030 AND 15.02.050 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE.

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

SECTION 1:

All references to the 2015 International Residential Code in Sections 15.02.020 and 15.02.030 of the Casper Municipal Code are hereby amended to read "2018 Edition."

SECTION 2:

Section 15.02.050 — "Work exempt from permit" is hereby amended to read as follows: "One-story detached accessory building under two hundred square feet in area as measured at the maximum exterior wall dimension."

SECTION 3:

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

SECTION 4:

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 19th day of June, 2018.

PASSED on 2nd reading the 3rd day of July, 2018.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17th day of July, 2018.

ORDINANCE NO. 10-18

AN ORDINANCE AMENDING SECTIONS 15.20.020 AND 15.20.030 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL MECHANICAL CODE.

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

SECTION 1:

All references to the 2015 International Mechanical Code contained in Sections 15.20.020 and 15.20.030 of the Casper Municipal Code are hereby amended to read "2018 Edition."

SECTION 2:

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

SECTION 3:

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

PASSED on 1st reading the 19th day of June, 2018.

PASSED on 2nd reading the 3rd day of July, 2018.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17th day of July, 2018.

ORDINANCE NO. 11-18

AN ORDINANCE AMENDING SECTIONS 15.24.010 AND 15.24.020 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL PLUMBING CODE.

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

SECTION 1:

All references to the 2015 International Plumbing Code contained in Sections 15.24.010 and 15.24.020 of the Casper Municipal Code are hereby amended to read "2018 Edition."

SECTION 2:

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

SECTION 3:

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

PASSED on 1st reading the 19th day of June, 2018.

PASSED on 2nd reading the 3rd day of July, 2018.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17th day of July, 2018.

ORDINANCE NO. 12-18

AN ORDINANCE AMENDING SECTIONS 15.18.010 AND 15.18.020 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FUEL GAS CODE.

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

SECTION 1:

All references to the 2015 International Fuel Gas Code contained in Sections 15.18.010 and 15.18.020 of the Casper Municipal Code are hereby amended to read "2018 Edition."

SECTION 2:

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

SECTION 3:

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

PASSED on 1st reading the 19th day of June, 2018.

PASSED on 2nd reading the 3rd day of July, 2018.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17th day of July, 2018.

ORDINANCE NO. 14-18

AN ORDINANCE CREATING CHAPTER 15.06 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE.

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

SECTION 1:

Section 15.06.010 — "Short Title," is hereby created to read as follows: The Code adopted by the Ordinance from which this Chapter derives shall be known as the "International Existing Building Code" of the City.

SECTION 2:

Section 15.06.020 — "Document Adopted By Reference — Applicability," is hereby created to read as follows: To provide minimum standards to safeguard life, health, property, and public welfare, the City hereby adopts the 2018 Edition of the International Existing Building Code. The provisions of the Code shall apply to the repair, alteration, change of occupancy, addition to,



or relocation of existing buildings within the limits of the City. A copy of the adopted International Existing Building Code is on file in the office of the City Clerk.

SECTION 3:

Section 15.06.030 — "Violation — Penalty," is hereby created to read as follows: Any person violating any of the provisions of the Code adopted by this Chapter shall be deemed guilty of a misdemeanor. Each and every such day or portion thereof during which any violation of any of the provisions of such Code is committed, continued, or permitted shall be a separate offense. Upon conviction of any such violation, such person may be punished as set forth in Chapter 1.28 of this Code.

SECTION 4:

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

SECTION 5:

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 19th day of June, 2018.

PASSED on 2nd reading the 3rd day of July, 2018.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17th day of July, 2018.

ORDINANCE NO. 15-18

AN ORDINANCE AMENDING SECTION 15.40.010 OF THE  
CASPER MUNICIPAL CODE, AND ADOPTING THE 2018  
EDITION OF THE INTERNATIONAL FIRE CODE.

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

SECTION 1:

All references to the 2015 International Fire Code contained in Section 15.40.010 of the Casper Municipal Code are hereby amended to read "2018 Edition."

SECTION 2:

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

SECTION 3:

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

PASSED on 1st reading the 19th day of June, 2018.

PASSED on 2nd reading the 3rd day of July, 2018.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17th day of July, 2018.

Councilmember Hopkins presented the seven (7) foregoing consent agenda ordinances for adoption, on third reading. Seconded by Councilmember Powell. Councilmember Walsh asked about the Property Maintenance Code, which was not moved forward because it failed on second reading. Councilmember Laird voted nay on all ordinances. Motion passed.

Mayor Pacheco called for a brief recess at 6:10 p.m., because of technical difficulties with the cable television feed. Mayor Pacheco reconvened the meeting at 6:14 p.m.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-147

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH HEINIBOND, LLC FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE MATERIALS RECOVERY FACILITY.

RESOLUTION NO. 18-148

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH RAVEN INDUSTRIES, INC., FOR THE CASPER BALEFILL CLOSURE, GEOSYNTHETICS MANUFACTURER, PROJECT NO. 17-039.

RESOLUTION NO. 18-149

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM THE WYOMING GOVERNOR'S BIG GAME LICENSE COALITION.

RESOLUTION NO. 18-150

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THYSSENKRUPP ELEVATOR FOR THE SERVICING OF CITY OWNED ELEVATORS.

RESOLUTION NO. 18-151

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE LEASE BETWEEN THE CITY OF CASPER AND THE CASPER SKEET CLUB, INC., IN REGARDS TO THE LEASED PREMISES.

Councilmember Walsh presented the foregoing five (5) resolutions for adoption. Seconded by Councilmember Morgan. Motion passed.

Moved by Councilmember Laird, seconded by Councilmember Walsh, to, by consent minute action, appoint Scott Warren as the Electrical Master Representative Replacement for the Remaining Term of Robert Shade on the Contractors' Licensing and Appeals Board, which Expires December 31, 2020. Motion passed.

Dale Zimmerle, 3035 Bellaire, addressed Council by requesting a four-way stop at the corner of David and Midwest, asking that state rental laws be enforced, asking about the electrical costs for lighting at Hogadon, and requesting the right to bear arms in the Council meetings. Councilmembers Laird and Huber addressed some of these issues. Tracy Lamont, 721 E. 12<sup>th</sup>, also addressed Council regarding access issues on Casper mountain, firearms at public meetings, asking how the property maintenance code would be addressed and about flooding issues.

Councilmembers then shared their thoughts on various topics. Councilmember Humphrey asked about street sweeping after the recent storm and City Manager Napier addressed her concerns. She also inquired about air conditioning issues at the Senior Center and City Manager Napier provided an update on the repairs taking place. Councilmember Laird expressed concern about street damage at the intersection of 9<sup>th</sup> and Center. He also asked about the request for proposals process for the former Plains Furniture property and City Manager Napier replied. He also inquired about the budget for additional costs associated with lighting Hogadon at night. City Manager Napier stated that five (5) years of increased operational costs had been allowed for. Mayor Pacheco then provided an overview of upcoming changes to the Council agenda format.

Mayor Pacheco noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, July 24, 2018, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, August 7, 2018, in the Council Chambers.

Moved by Councilmember Walsh, seconded by Councilmember Humphrey, to, by minute action adjourn. Motion passed. The meeting was adjourned at 6:46 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

# Bills & Claims

City of Casper

07/18/2018 to 08/07/2018

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<b>A.M.B.I. &amp; SHIPPING, INC.</b>	18-07-298 POSTAGE	\$869.65
	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$869.65</b>
	18-06-620 POSTAGE	\$69.24
	<b>Subtotal for Cost Center Fire:</b>	<b>\$69.24</b>
	18-06-625 POSTAGE	\$28.48
	<b>Subtotal for Cost Center Human Resources:</b>	<b>\$28.48</b>
	18-06-623 POSTAGE	\$4.06
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$4.06</b>	
	18-07-298 POSTAGE	\$2.08
	18-07-298 POSTAGE	\$19.82
	<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$21.90</b>
	18-07-298 POSTAGE	\$51.57
	<b>Subtotal for Cost Center Planning:</b>	<b>\$51.57</b>
	18-06-626 POSTAGE	\$0.58
	<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$0.58</b>
	<b>Vendor Subtotal:</b>	<b>\$1,045.48</b>
<b>AAA LANDSCAPING</b>	15787 WEED CONTRACTOR	\$734.45
	15923 WEED CONTRACTOR	\$217.90
	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$952.35</b>
	<b>Vendor Subtotal:</b>	<b>\$952.35</b>
<b>AARON TRUJILLO</b>	7569 CLOTHING REIMBURSEMENT	\$91.56
	<b>Subtotal for Cost Center Police:</b>	<b>\$91.56</b>
	<b>Vendor Subtotal:</b>	<b>\$91.56</b>
<b>ADRIAN WHITE</b>	C000346458088 CLOTHING REIMBURSEMENT	\$225.00
	<b>Subtotal for Cost Center Police:</b>	<b>\$225.00</b>
	<b>Vendor Subtotal:</b>	<b>\$225.00</b>
<b>ALEXANDRIA ECKHART</b>	RIN0028762 TRAVEL REIMBURSEMENT	\$27.42
	<b>Subtotal for Cost Center Communications Center:</b>	<b>\$27.42</b>

# Bills & Claims

City of Casper

07/18/2018 to 08/07/2018

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**Vendor Subtotal:** **\$27.42**

**ALLIANCE ELECTRIC LLC.** 7824 POWER OUTAGE LEACH PUMP \$70.00  
**Subtotal for Cost Center Balefill:** **\$70.00**

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**Vendor Subtotal:** **\$70.00**

**ALTLAND, MATT** 0031328295 UTILITY REFUND \$75.00  
0031328295 UTILITY REFUND \$25.37  
**Subtotal for Cost Center Water:** **\$100.37**

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**Vendor Subtotal:** **\$100.37**

**ARCADIS U.S., INC.** 0918643 ENGINEERING SERVICES \$1,303.73  
**Subtotal for Cost Center Waste Water:** **\$1,303.73**

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**Vendor Subtotal:** **\$1,303.73**

**ARROWHEAD HEATING & AIR CONDITIONING** 11431 JUNE FILTER CHANGE \$74.92  
11430 JUNE FILTER CHANGE \$180.00  
**Subtotal for Cost Center Balefill:** **\$254.92**

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**Vendor Subtotal:** **\$254.92**

**B & B SALES & SERVICE** 7500 WEED CONTRACTOR \$2,006.27  
**Subtotal for Cost Center Code Enforcement:** **\$2,006.27**

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**Vendor Subtotal:** **\$2,006.27**

**BLACK HILLS ENERGY** AP000232063018 NATURAL GAS \$9,447.88  
AP000183063018 NATURAL GAS \$3,717.48  
**Subtotal for Cost Center Aquatics:** **\$13,165.36**

AP000187063018 NATURAL GAS \$143.95  
**Subtotal for Cost Center Buildings & Structures:** **\$143.95**

AP000226063018 NATURAL GAS \$33.91  
**Subtotal for Cost Center Cemetery:** **\$33.91**

AP000227063018 NATURAL GAS \$516.60  
**Subtotal for Cost Center City Hall:** **\$516.60**

# Bills & Claims

City of Casper

07/18/2018 to 08/07/2018

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AP000230063018 NATURAL GAS	\$389.08
<b>Subtotal for Cost Center Fire:</b>	<b>\$389.08</b>
AP000194063018 NATURAL GAS	\$448.54
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$448.54</b>
AP000195063018 NATURAL GAS	\$100.32
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$100.32</b>
AP000188063018 NATURAL GAS	\$27.06
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$27.06</b>
AP000184063018 NATURAL GAS	\$360.05
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$360.05</b>
AP000192063018 NATURAL GAS	\$91.27
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$91.27</b>
AP000222063018 NATURAL GAS	\$53.32
<b>Subtotal for Cost Center Parks:</b>	<b>\$53.32</b>
AP000191063018 NATURAL GAS	\$156.89
<b>Subtotal for Cost Center Recreation:</b>	<b>\$156.89</b>
AP000193063018 NATURAL GAS	\$16.96
<b>Subtotal for Cost Center Sewer:</b>	<b>\$16.96</b>
AP000228063018 NATURAL GAS	\$935.26
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$935.26</b>
AP000231063018 NATURAL GAS	\$194.73
<b>Subtotal for Cost Center Water:</b>	<b>\$194.73</b>
RIN0028803 ENERGY HEAT	\$1,123.24
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$1,123.24</b>
<b>Vendor Subtotal:</b>	<b>\$17,756.54</b>
<b>BRENNTAG PACIFIC, INC.</b>	
BPI851035 CHEMICAL FERRIC	\$12,519.17
BPI851036 CHEMICAL FERRIC	\$14,165.66
BPI851667 CHEMICAL FERRIC	\$13,671.45
BPI857074 CHEMICAL - FERRIC	\$9,179.45
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$49,535.73</b>
<b>Vendor Subtotal:</b>	<b>\$49,535.73</b>

# Bills & Claims

City of Casper

07/18/2018 to 08/07/2018

<b>BRITTNEY POTTER</b>	RIN0028780 TRAVEL REIMBURSEMENT	\$29.75
	<b>Subtotal for Cost Center Police:</b>	<b>\$29.75</b>
	<b>Vendor Subtotal:</b>	<b>\$29.75</b>
<b>BUSTARD FUNERAL HOME</b>	RIN0028764 REIMBURSEMENT FOR OVERCHARGE	\$150.00
	<b>Subtotal for Cost Center Cemetery:</b>	<b>\$150.00</b>
	<b>Vendor Subtotal:</b>	<b>\$150.00</b>
<b>CARUS CORPORATION</b>	SLS 10068156 CHEMICAL - POLYMER	\$7,560.00
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$7,560.00</b>
	<b>Vendor Subtotal:</b>	<b>\$7,560.00</b>
<b>CASELLE, INC.</b>	88991 CONTRACT SUPPORT MAINTENANCE	\$75.00
	<b>Subtotal for Cost Center Finance:</b>	<b>\$75.00</b>
	<b>Vendor Subtotal:</b>	<b>\$75.00</b>
<b>CASPER AREA TRANSPORTATION COALITION</b>	2018-601 JUNE 18 FTA CATC BILLS	\$47,044.88
	2018-602 JUNE 18 FTA THE BUS EXPENSES	\$21,889.28
	2018-603 JUNE 18 CITY CATC EXPENSES	\$47,044.88
	2018-604 JUNE 18 THE BUS CITY EXPENSES	\$21,889.27
	<b>Subtotal for Cost Center C.A.T.C.:</b>	<b>\$137,868.31</b>
	<b>Vendor Subtotal:</b>	<b>\$137,868.31</b>
<b>CASPER MUNICIPAL BAND</b>	RIN0028781 MUNICIPAL BAND FY19 FUNDING	\$137,865.28
	<b>Subtotal for Cost Center Social Community Services:</b>	<b>\$137,865.28</b>
	<b>Vendor Subtotal:</b>	<b>\$137,865.28</b>
<b>CASPER MUSEUM CONSORTIUM</b>	RIN0028791 ANNUAL DUES	\$2,000.00
	<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$2,000.00</b>
	<b>Vendor Subtotal:</b>	<b>\$2,000.00</b>
<b>CENTRAL WYOMING MODEL RAILROAD ASSOCIATION</b>	RIN0028801 CASPER STORMWATER DIORAMA	\$2,800.00
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$2,800.00</b>



# Bills & Claims

City of Casper

07/18/2018 to 08/07/2018

ASSOCIATION		
	<b>Vendor Subtotal:</b>	<b>\$2,800.00</b>
<b>CENTURYLINK</b>	RIN0028800 PHONE USE	\$490.87
	<b>Subtotal for Cost Center Communications Center:</b>	<b>\$490.87</b>
	AP000143063018 VOIP	\$342.30
	<b>Subtotal for Cost Center Finance:</b>	<b>\$342.30</b>
	RIN0028800 PHONE USE	\$45.64
	<b>Subtotal for Cost Center Fire:</b>	<b>\$45.64</b>
	RIN0028774 PHONE USE	\$7.74
	RIN0028774 PHONE USE	\$7.74
	RIN0028774 PHONE USE	\$12.42
	RIN0028769 PHONE USE	\$154.46
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$182.36</b>
	JUL0118 PHONE USE	\$154.58
	<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$154.58</b>
	RIN0028783 PHONE USE	\$45.52
	<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$45.52</b>
	JUL012018B PHONE USE	\$303.07
	RIN0028774 PHONE USE	\$23.28
	RIN0028774 PHONE USE	\$7.74
	RIN0028774 PHONE USE	\$7.76
	RIN0028774 PHONE USE	\$14.76
	RIN0028774 PHONE USE	\$7.76
	<b>Subtotal for Cost Center Recreation:</b>	<b>\$364.37</b>
	RIN0028790 PHONE USE	\$65.06
	RIN0028785 PHONE USE	\$41.77
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$106.83</b>
	JUN2718 PHONE USE	\$15.38
	JUL012018 PHONE USE	\$169.16
	RIN0028774 PHONE USE	\$7.69
	RIN0028774 PHONE USE	\$166.07
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$358.30</b>
	<b>Vendor Subtotal:</b>	<b>\$2,090.77</b>
<b>CHARLES MCCAIN</b>	RIN0028765 WORK SHIRT REIMBURSEMENT	\$82.38
	<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$82.38</b>

# Bills & Claims

07/18/2018 to 08/07/2018

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**Vendor Subtotal:** **\$82.38**

## CHROMASCAPE, INC

447313 WOOD CHIP COLORIZER \$4,260.58

**Subtotal for Cost Center Balefill:** **\$4,260.58**

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**Vendor Subtotal:** **\$4,260.58**

## CIGNA HEALTH & LIFE INSURANCE COMPANY

2317963 PLAN ADMIN FEES \$11,378.41

**Subtotal for Cost Center Health Insurance:** **\$11,378.41**

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**Vendor Subtotal:** **\$11,378.41**

## CITY OF CASPER

5128/164870 JULY 18 MPO MONTHLY GIS SERVIC \$581.98

5128/164870 JULY 18 MPO MONTHLY GIS SERVIC \$5,537.64

**Subtotal for Cost Center Metropolitan Planning:** **\$6,119.62**

163878 CASPER SOCCER- WY CUP \$750.00

163981 SOCCER CLUB- WY CUP \$124.50

163983 CASPER MARATHON \$72.50

163985 NIC FEST \$588.50

**Subtotal for Cost Center Social Community Services:** **\$1,535.50**

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**Vendor Subtotal:** **\$7,655.12**

## CITY OF CASPER - BALEFILL

525/164680 SANITATION \$15.00

525/164978 SANITATION \$15.00

**Subtotal for Cost Center Hogadon:** **\$30.00**

247/164579-580 SANITATION \$394.00

247/164883-164889 SANITATION \$980.00

**Subtotal for Cost Center Parks:** **\$1,374.00**

1309/164592 SANITATION \$15.00

1309/163884 SANITATION \$15.00

**Subtotal for Cost Center Police:** **\$30.00**

2772/164575-650 SANITATION \$54,987.36

2772/164563 SANITATION \$12,604.92

2772/164721 SANITATION \$6,662.88

2772/164812 SANITATION \$5,710.20

2772/164766 SANITATION \$5,904.00

2772/164684 SANITATION \$6,605.88

2772/164981 SANITATION \$6,599.64

2772/164946 SANITATION \$7,079.04

# Bills & Claims

07/18/2018 to 08/07/2018

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2772/165117 SANITATION	\$6,672.00
2772/164843 SANITATION	\$6,430.32
2772/164913 SANITATION	\$6,505.44
2155/165036 SANITATION	\$15.00
2772/165006-054 SANITATION	\$12,857.64
2772/165203 SANITATION	\$5,860.80
2772/165086 SANITATION	\$6,578.16
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$151,073.28</b>

1276/164647 SANITATION	\$94.08
1276/164560 SANITATION	\$116.16
1276/164764 SANITATION	\$2,535.53
1276/163844 SANITATION	\$112.80
1276/164943 SANITATION	\$92.64
1276/165115 SANITATION	\$128.16
1276/164841 SANITATION	\$108.96
1276/165040 SANITATION	\$1,202.20
1276/165201 SANITATION	\$15.00
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$4,405.53</b>

4361/164769 BALEFILL SLUDGE	\$5,343.83
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$5,343.83</b>

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<b>Vendor Subtotal:</b>	<b>\$162,256.64</b>
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## CIVIL ENGINEERING PROFESSIONALS, INC.

15-031-15 DESIGN & CA SOLID WASTE FACILI	\$1,687.50
<b>Subtotal for Cost Center Balefill:</b>	<b>\$1,687.50</b>

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<b>Vendor Subtotal:</b>	<b>\$1,687.50</b>
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## COLEMAN, BRIANNA

0031286463 UTILITY REFUND	\$58.92
<b>Subtotal for Cost Center Water:</b>	<b>\$58.92</b>

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<b>Vendor Subtotal:</b>	<b>\$58.92</b>
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## COLLECTION CENTER INC.

974300000342 COLLECTION FEES	\$31.51
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$31.51</b>

972000000415 COLLECTION FEES	\$113.00
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$113.00</b>

972000000415 COLLECTION FEES	\$85.88
<b>Subtotal for Cost Center Sewer:</b>	<b>\$85.88</b>

972000000415 COLLECTION FEES	\$253.12
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# Bills & Claims

City of Casper

07/18/2018 to 08/07/2018

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Subtotal for Cost Center **Water:** \$253.12

**Vendor Subtotal:** \$483.51

## COMMUNICATION TECHNOLOGIES, INC.

81403 EQUIP INSTALL UNIT 303 \$3,300.00

Subtotal for Cost Center **Police Equipment:** \$3,300.00

**Vendor Subtotal:** \$3,300.00

## COWDIN CLEANING

201268 SERVICE CENTER CUSTODIAL JUNE \$884.00

Subtotal for Cost Center **Buildings & Structures:** \$884.00

**Vendor Subtotal:** \$884.00

## CRAIG KIDDER

RIN0028804 Wildland Travel Reimbursement \$33.42

Subtotal for Cost Center **Special Assistance:** \$33.42

**Vendor Subtotal:** \$33.42

## CRIME SCENE INFORMATION

157-12-077 CRIME STOPPERS LINE \$86.25

Subtotal for Cost Center **Police:** \$86.25

**Vendor Subtotal:** \$86.25

## DAN HART PATROL SERVICE, LLC

21973 BALEFILL CLOSURE - EARTHWORKS \$118,537.35

Subtotal for Cost Center **Balefill:** \$118,537.35

**Vendor Subtotal:** \$118,537.35

## DARQUEST IND. CORP.

6239 CONVEYOR BELT \$438.78

Subtotal for Cost Center **Parks:** \$438.78

**Vendor Subtotal:** \$438.78

## DAVIDSON FIXED INCOME MGMT.

2018-6CASPER MONTHLY MANAGEMENT FEES \$3,848.23

Subtotal for Cost Center **Finance:** \$3,848.23

**Vendor Subtotal:** \$3,848.23

## DOUBLE D WELDING &

4548 FAB ASPHALT CHUTE SPINDLE 730 \$695.00

# Bills & Claims

City of Casper

07/18/2018 to 08/07/2018

<b>FABRICATION INC.</b>	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$695.00</b>
	<b>Vendor Subtotal:</b>	<b>\$695.00</b>
<b>DPC INDUSTRIES, INC.</b>	727000143-18 CHEMICALS NAHYPO	\$7,104.95
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$7,104.95</b>
	<b>Vendor Subtotal:</b>	<b>\$7,104.95</b>
<b>ECONOMIC DEVELOPMENT JOINT POWERS BOARD</b>	FY2019-1 FY19 1ST QTR AGENCY FUNDING	\$106,121.00
	<b>Subtotal for Cost Center Social Community Services:</b>	<b>\$106,121.00</b>
	<b>Vendor Subtotal:</b>	<b>\$106,121.00</b>
<b>ELIZABETH RUD</b>	RIN0028756 LUMBAR SUPPORT CUSHION/SAFETY	\$26.24
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$26.24</b>
	<b>Vendor Subtotal:</b>	<b>\$26.24</b>
<b>EMAJNT ENTERPRISES, LLC</b>	SO11141 E.MAJNT SUPPORT THRU SEPT2019	\$4,560.00
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$4,560.00</b>
	<b>Vendor Subtotal:</b>	<b>\$4,560.00</b>
<b>ENVIRONMENTAL &amp; CIVIL SOLUTIONS, LLC</b>	5430 DEQ PERMITTING/JIM EVANS TRUCK	\$2,142.40
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$2,142.40</b>
	5445 CENTER & 9TH FY17301P17053	\$5,009.13
	<b>Subtotal for Cost Center Streets:</b>	<b>\$5,009.13</b>
	<b>Vendor Subtotal:</b>	<b>\$7,151.53</b>
<b>EROSION CONTROL APPLICATIONS, INC.</b>	18053 BALEFILL CLOSURE - GEOSYNTHETI	\$9,866.89
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$9,866.89</b>
	<b>Vendor Subtotal:</b>	<b>\$9,866.89</b>
<b>ESMERALDA VEGA</b>	RIN0028763 TRAVEL REIMBURSEMENT	\$22.48
	<b>Subtotal for Cost Center Communications Center:</b>	<b>\$22.48</b>
	<b>Vendor Subtotal:</b>	<b>\$22.48</b>

# Bills & Claims

City of Casper

07/18/2018 to 08/07/2018

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<b>ETC INSTITUTE</b>	23105 ONE CENT SURVEY	\$1,378.00
	<b>Subtotal for Cost Center Council:</b>	<b>\$1,378.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,378.00</b>
<b>FAMILY JOURNEY CENTER</b>	27309 FY19 1%#15 ONE CENT FUNDING	\$148.34
	805924 FY19 1%#15 ONE CENT FUNDING	\$106.57
	133 FY19 1%#15 ONE CENT FUNDING	\$2,065.68
	135 FY19 1%#15 ONE CENT FUNDING	\$880.07
	<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$3,200.66</b>
<b>Vendor Subtotal:</b>	<b>\$3,200.66</b>	
<b>FIRST DATA MERCHANT SVCS CORP.</b>	REMI1337734 CC FEES	\$7,980.64
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$7,980.64</b>
	REMI1337738 CC FEES	\$86.91
	<b>Subtotal for Cost Center Cemetery:</b>	<b>\$86.91</b>
	REMI1337736 CREDIT CARD FEES	\$157.58
	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$157.58</b>
	REMI1337737 CREDIT CARD FEES	\$26.15
	<b>Subtotal for Cost Center Engineering:</b>	<b>\$26.15</b>
	REMI1337728 CREDIT CARD FEES	\$1,477.19
	<b>Subtotal for Cost Center Finance:</b>	<b>\$1,477.19</b>
	REMI1337729 JUNE CREDIT CARD FEES	\$174.86
	REMI1330218 MAY CREDIT CARD FEES	\$91.44
	<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$266.30</b>
	REMI1337730 MONTH CREDIT CARD SERVICE FEES	\$1,365.08
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$1,365.08</b>	
REMI1337731 Credit Card Fees	\$26.00	
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$26.00</b>	
REMI1337732 CREDIT CARD SERVICE	\$96.35	
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$96.35</b>	
REMI1330222 CREDIT CARD FEES	\$138.03	
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$138.03</b>	

# Bills & Claims

07/18/2018 to 08/07/2018

REMI1337735 CREDIT CARD MACHINE \$91.83  
**Subtotal for Cost Center Police: \$91.83**

**Vendor Subtotal: \$11,712.06**

## FIRST INTERSTATE BANK

RIN0028782 DEPOSIT TICKETS \$57.60  
**Subtotal for Cost Center Cemetery: \$57.60**

RIN0028770 JUNE 2018 LOCKBOX FEES \$1,803.90  
RIN0028799 DEPOSIT TICKETS \$115.20  
**Subtotal for Cost Center Finance: \$1,919.10**

RIN0028773 SERVICE AWARDS \$649.00  
**Subtotal for Cost Center Human Resources: \$649.00**

**Vendor Subtotal: \$2,625.70**

## FIRST INTERSTATE BANK - PETTY CASH

RIN0028786 PETTY CASH \$67.04  
**Subtotal for Cost Center City Manager: \$67.04**

RIN0028786 PETTY CASH \$29.34  
**Subtotal for Cost Center Code Enforcement: \$29.34**

RIN0028784 PETTY CASH \$1.21  
**Subtotal for Cost Center Council: \$1.21**

RIN0028784 PETTY CASH \$18.00  
RIN0028784 PETTY CASH \$45.00  
RIN0028784 PETTY CASH \$21.00  
**Subtotal for Cost Center Engineering: \$84.00**

RIN0028784 PETTY CASH -\$2.85  
**Subtotal for Cost Center Finance: -\$2.85**

RIN0028776 PETTY CASH \$12.34  
RIN0028776 PETTY CASH \$104.89  
**Subtotal for Cost Center Metro Animal: \$117.23**

RIN0028786 PETTY CASH \$10.37  
RIN0028786 PETTY CASH \$27.66  
**Subtotal for Cost Center Planning: \$38.03**

RIN0028784 PETTY CASH \$15.00  
RIN0028784 PETTY CASH \$51.00  
**Subtotal for Cost Center Sewer: \$66.00**



# Bills & Claims

City of Casper

07/18/2018 to 08/07/2018

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RIN0028784 PETTY CASH	\$14.07
RIN0028784 PETTY CASH	\$6.93
RIN0028784 PETTY CASH	\$120.00
<b>Subtotal for Cost Center Water:</b>	<b>\$141.00</b>

RIN0028784 PETTY CASH	\$30.75
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$30.75</b>

<b>Vendor Subtotal:</b>	<b>\$571.75</b>
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## GARAGE DOOR DUDES

0345 REPL PUSH BUTTON/ SHORTED OUT	\$320.00
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$320.00</b>

<b>Vendor Subtotal:</b>	<b>\$320.00</b>
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## GILES TRANSPORT, INC.

RIN0028775 TRANSPORT 141402 TO WYO MACH	\$665.00
<b>Subtotal for Cost Center Balefill:</b>	<b>\$665.00</b>

<b>Vendor Subtotal:</b>	<b>\$665.00</b>
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## GLOBAL SPECTRUM L.P.

0000797-IN ORDER CHARGES JUNE 2018	\$4,235.00
0000801-IN ATM REIMB MAY 2018	\$5,160.00
0000805-IN ATM REIMB JUNE 2018	\$34,460.00
<b>Subtotal for Cost Center Casper Events Center:</b>	<b>\$43,855.00</b>

0000041-IN HOGADON/CEC REIMB OVRPAY	\$614.76
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$614.76</b>

<b>Vendor Subtotal:</b>	<b>\$44,469.76</b>
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## GOLDER ASSOCIATES

518019 5-YEAR AIR EMISSIONS MON/REPOR	\$1,315.00
516618 5-YEAR CLOSED BALEFIL	\$4,183.54
516618 5-YEAR CLOSED BALEFIL	\$2,789.03
<b>Subtotal for Cost Center Balefill:</b>	<b>\$8,287.57</b>

<b>Vendor Subtotal:</b>	<b>\$8,287.57</b>
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## GREATER WYOMING BIG BROTHERS, BIG SISTERS

2015-12 FY19 1%#15 ONE CENT FUNDING	\$5,102.54
<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$5,102.54</b>

<b>Vendor Subtotal:</b>	<b>\$5,102.54</b>
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# Bills & Claims

City of Casper

07/18/2018 to 08/07/2018

<b>GRIZZLY EXCAVATING &amp; CONST. LLC.</b>	2017655 15TH & CEDAR SINK HOLE 14-68	\$3,012.50
	<b>Subtotal for Cost Center Streets:</b>	<b>\$3,012.50</b>
	<b>Vendor Subtotal:</b>	<b>\$3,012.50</b>
<b>GUDAHL WILLIAMS INVESTIGATIVE SECURITY INC.</b>	264 PRE HIRE POLY	\$250.00
	<b>Subtotal for Cost Center Police:</b>	<b>\$250.00</b>
	<b>Vendor Subtotal:</b>	<b>\$250.00</b>
<b>HARRIS COMPUTER SYSTEMS INC.</b>	MN00108327 SUPPORT/MAINTENANCE/SUBSCRIPTI	\$85,516.16
	<b>Subtotal for Cost Center Finance:</b>	<b>\$85,516.16</b>
	<b>Vendor Subtotal:</b>	<b>\$85,516.16</b>
<b>HEDGES, KENT</b>	0031328294 UTILITY REFUND	\$49.88
	<b>Subtotal for Cost Center Water:</b>	<b>\$49.88</b>
	<b>Vendor Subtotal:</b>	<b>\$49.88</b>
<b>HEWLETT PACKARD CO.</b>	60118059 PRINTER	\$399.00
	60118059 PRINTER	\$399.00
	<b>Subtotal for Cost Center Recreation:</b>	<b>\$798.00</b>
	<b>Vendor Subtotal:</b>	<b>\$798.00</b>
<b>HIGH PLAINS CONSTRUCTION, INC.</b>	2018-Asp 11. HOT MIX	\$331.56
	<b>Subtotal for Cost Center Streets:</b>	<b>\$331.56</b>
	<b>Vendor Subtotal:</b>	<b>\$331.56</b>
<b>HOMAX OIL SALES, INC.</b>	0418359-IN BULK FUEL	\$22,551.35
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$22,551.35</b>
	0418358-IN STOCK, 02/F2 DIESEL 8800 GAL	\$23,347.28
	0406059-IN STOCK, DIESEL 10W30 12 QTS	\$36.69
	0418357-IN STOCK, 01/F1 UNL 9000 GAL	\$21,698.10
	0415799-IN STOCK, 02/F2 DIESEL 8800 GAL	\$25,230.48
	0415854-IN STOCK, 01/F1 UNL 8804 GAL	\$22,506.55
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$92,819.10</b>
	0416882-IN GAS AND DIESEL FOR GOLF USE	\$2,278.80

# Bills & Claims

07/18/2018 to 08/07/2018

0419437-IN GAS AND DIESEL FOR GOLF COURSE \$2,975.55  
**Subtotal for Cost Center Golf Course: \$5,254.35**

CL88301 JUNE FUEL \$3,840.07  
**Subtotal for Cost Center Water: \$3,840.07**

**Vendor Subtotal: \$124,464.87**

## HUB INTL. MOUNTAIN STATES LTD.

1123977 HOGADON INSURANCE FY19 \$23,177.00  
**Subtotal for Cost Center Property & Liability Insurance: \$23,177.00**

**Vendor Subtotal: \$23,177.00**

## INBERG-MILLER ENGINEERS

19093CM02.14 2018 PED. PTHWYS GEN TSTNG \$4,973.50  
**Subtotal for Cost Center Parks: \$4,973.50**

19066CE05 MAT. TEST COLUMBINE 17-003 \$4,232.02  
**Subtotal for Cost Center Streets: \$4,232.02**

**Vendor Subtotal: \$9,205.52**

## ISC, INC/VENTURE TECHNOLOGIES

SIN025046 CISCO 7841 REPLACEMENT PHONE \$229.48  
**Subtotal for Cost Center Fort Caspar: \$229.48**

**Vendor Subtotal: \$229.48**

## ITC ELECTRICAL TECHNOLOGIES

25752 WTP VFD OZONE REPLACEMENT \$99.60  
25801 MORAD #6 FLOOD REPAIR \$1,868.40  
**Subtotal for Cost Center Water Treatment Plant: \$1,968.00**

**Vendor Subtotal: \$1,968.00**

## JACK'S TRUCK & EQUIPMENT

V301000222 TRAILER MOUNTED AIR COMPRESSOR \$20,096.00  
V301000223 TRAILER MOUNTED AIR COMPRESSOR \$20,096.00  
**Subtotal for Cost Center Streets: \$40,192.00**

**Vendor Subtotal: \$40,192.00**

## JASON GREENWOOD

023411234469 TOOL REIMBURSEMENT \$500.00  
**Subtotal for Cost Center Fleet Maintenance: \$500.00**

**Vendor Subtotal: \$500.00**

# Bills & Claims

07/18/2018 to 08/07/2018

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<b>JIM GERHART</b>	RIN0028767 BOOT/CLOTHING REIMBURSEMENT	\$132.00
	<b>Subtotal for Cost Center Parks:</b>	<b>\$132.00</b>
	<b>Vendor Subtotal:</b>	<b>\$132.00</b>
<b>JOE MURPHY</b>	RIN0028755 STEEL TOED WORK BOOTS	\$75.00
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$75.00</b>
	<b>Vendor Subtotal:</b>	<b>\$75.00</b>
<b>KATHRYN HALLOCK</b>	RIN0028766 BOOT/CLOTHING REIMBURSEMENT	\$175.00
	<b>Subtotal for Cost Center Parks:</b>	<b>\$175.00</b>
	<b>Vendor Subtotal:</b>	<b>\$175.00</b>
<b>KELLY SVCS., INC.</b>	27077193 CONTRACT LABOR	\$589.60
	28085895 CONTRACT LABOR	\$589.60
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$1,179.20</b>
<b>Vendor Subtotal:</b>	<b>\$1,179.20</b>	
<b>KIWANIS CLUB</b>	163 ASSOCIATION DUES	\$228.00
	<b>Subtotal for Cost Center City Attorney:</b>	<b>\$228.00</b>
	<b>Vendor Subtotal:</b>	<b>\$228.00</b>
<b>KNIFE RIVER/JTL</b>	173753 3/8" PLANT MIX	\$282.00
	173813 3/8" PLANT MIX	\$240.00
	173803 W BASE	\$3,061.52
	174089 W BASE	\$1,843.60
	171658 3/8" PLANT MIX	\$242.40
	173251 1/2" PLANT MIX	\$225.72
	173250 1/2" PLANT MIX	\$3,258.90
	173384 1/2" PLANT MIX	\$247.86
	173520 1/2" PLANT MIX	\$241.20
	173513 1/2" PLANT MIX	\$3,012.24
	174535 WBASE	\$277.64
	174541 3/8" PLANT MIX	\$380.40
	174652 3/8" PLANT MIX	\$277.80
	174349 1/2" PLANT MIX	\$258.12
174795 1/2" PLANT MIX	\$248.94	

# Bills & Claims

07/18/2018 to 08/07/2018

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174036 3/8" PLANT MIX	\$239.40
174143 3/8" PLANT MIX	\$354.00
174139 W BASE	\$1,484.67
172966 1/2" PLANT MIX	\$4,979.88
<b>Subtotal for Cost Center Streets:</b>	<b>\$21,156.29</b>

**Vendor Subtotal:** **\$21,156.29**

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## KRUEGER, SHARON

0031286464 UTILITY REFUND	\$28.07
<b>Subtotal for Cost Center Water:</b>	<b>\$28.07</b>

**Vendor Subtotal:** **\$28.07**

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## KUBWATER RESOURCES, INC

07809 ZETAG 7593 DRY POLYMER	\$5,098.96
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$5,098.96</b>

**Vendor Subtotal:** **\$5,098.96**

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## LINCOLN NATL. LIFE INS. CO.

RIN0028789 RETIREE LIFE	\$266.76
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$266.76</b>

**Vendor Subtotal:** **\$266.76**

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## LISA'S SPIC N SPAN

391557 PULLING WEEDS AT SCALEHOUSE	\$160.00
<b>Subtotal for Cost Center Balefill:</b>	<b>\$160.00</b>

**Vendor Subtotal:** **\$160.00**

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## LONG BUILDING TECHNOLOGIES

SRVCE0090981 BELTS ON EXHAUST FANS	\$1,905.70
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$1,905.70</b>

**Vendor Subtotal:** **\$1,905.70**

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## MARK ANDERSON

09967 PANT PURCHASE	\$100.00
<b>Subtotal for Cost Center Water:</b>	<b>\$100.00</b>

**Vendor Subtotal:** **\$100.00**

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## MIKE GAYLORD

RIN0028787 REFUND EXPIRED GARNISHMENT	\$253.89
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$253.89</b>

# Bills & Claims

07/18/2018 to 08/07/2018

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**Vendor Subtotal:** **\$253.89**

**MILLER JR., MICHAEL J.** 0031286466 UTILITY REFUND \$30.90  
**Subtotal for Cost Center Water:** **\$30.90**

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**Vendor Subtotal:** **\$30.90**

**MILLER, JONAS** 0031286469 UTILITY REFUND \$49.88  
**Subtotal for Cost Center Water:** **\$49.88**

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**Vendor Subtotal:** **\$49.88**

**MILLS POLICE DEPT.** RIN0028797 SHARE OF SEIZURE \$325.00  
**Subtotal for Cost Center Police Grants:** **\$325.00**

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**Vendor Subtotal:** **\$325.00**

**MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS** RIN0028798 ETHERNET SERVICE \$503.73  
**Subtotal for Cost Center Communications Center:** **\$503.73**

AP000179070118 METRO ETHERNET CHARGES \$1,003.55  
**Subtotal for Cost Center Finance:** **\$1,003.55**

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**Vendor Subtotal:** **\$1,507.28**

**MTN. STATES PIPE & SUPPLY** INV8687 CONNECTORS \$8,220.37  
**Subtotal for Cost Center Water:** **\$8,220.37**

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**Vendor Subtotal:** **\$8,220.37**

**NALCO CHEMICAL CO.** 66927276 FERROUS CHLORIDE NPSSI-CCF \$16,725.60  
**Subtotal for Cost Center Waste Water:** **\$16,725.60**

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**Vendor Subtotal:** **\$16,725.60**

**NATIONAL BENEFIT SERVICES** 654036 PLAN ADMIN FEES \$18.00  
**Subtotal for Cost Center Health Insurance:** **\$18.00**

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**Vendor Subtotal:** **\$18.00**

# Bills & Claims

07/18/2018 to 08/07/2018

<b>NATRONA COUNTY - HALL OF JUSTICE EXPENSES</b>	JUNE 2018 JUNE BUILDING RENT	\$9,210.71
	MAY 2018 MAY BUILDING RENT	\$12,164.10
	APRIL 2018 APRIL BUILDING RENT	\$8,071.11
	<b>Subtotal for Cost Center Police:</b>	<b>\$29,445.92</b>
	<b>Vendor Subtotal:</b>	<b>\$29,445.92</b>
<b>NATRONA COUNTY - SHERIFFS' OFFICE</b>	3150 ADULT PRISONER CARE JUNE 2018	\$67,584.40
	3144 APRIL ADULT PRISONER CARE	\$70,322.72
	3145 ADULT PRISONER CARE MAY	\$81,042.00
	3146 JUVENILE PRISONER CARE MAY	\$7,500.00
	3147 JUVENILE PRISONER CARE JUNE	\$7,500.00
	<b>Subtotal for Cost Center Police:</b>	<b>\$233,949.12</b>
	RIN0028796 SHARE OF SEIZURE	\$325.00
<b>Subtotal for Cost Center Police Grants:</b>	<b>\$325.00</b>	
<b>Vendor Subtotal:</b>	<b>\$234,274.12</b>	
<b>ONE CALL OF WY.</b>	48852 JUNE18 LOCATE TICKETS	\$263.59
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$263.59</b>
	48852 JUNE18 LOCATE TICKETS	\$322.16
<b>Subtotal for Cost Center Water:</b>	<b>\$322.16</b>	
<b>Vendor Subtotal:</b>	<b>\$585.75</b>	
<b>P-CARD VENDORS</b>	00076616 SAMSClub #6425 - Purchase	\$92.05
	00076480 KMART 4736 - Purchase	\$8.96
	00076485 SAMS CLUB #6425 - Purchase	\$128.95
	00076499 HOBBY-LOBBY #0233 - Purchase	\$14.59
	00076501 SAMSClub.COM - Purchase	\$594.88
	00076504 SQUARE SQ PAPA JOHNS - Purch	\$626.87
	00076505 SAMSClub #6425 - Purchase	\$116.17
	00076514 SAMS CLUB #6425 - Purchase	\$28.98
	00076888 MG GREAT FALLS - Purchase	\$2,217.88
	00076901 DLX FOR SMALLBUSINESS - Purcha	\$59.43
	00076901 DLX FOR SMALLBUSINESS - Purcha	\$10.50
	00076915 BAILEYS ACE HDWE - Purchase	\$3.98
	00076688 SAMS CLUB #6425 - Purchase	\$266.28
	00076632 CASPER STAR TRIBUNE - Purchase	\$208.90
	00076379 SAMS CLUB #6425 - Purchase	\$92.05
	00076392 SAMSClub #6425 - Purchase	\$110.58
	00076410 SAMSClub #6425 - Purchase	\$84.88
	00076424 SAMSClub #6425 - Purchase	\$40.04



# Bills & Claims

07/18/2018 to 08/07/2018

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00076441 AMPAC HOLDINGS INC - Purchase	\$63.63
00076447 DOLLAR TREE - Purchase	\$18.00
00076562 SAMSLUB #6425 - Purchase	\$61.26
00076586 THE WEBSTAUANT STORE - Purcha	\$259.99
00076587 CPU IIT - Purchase	\$88.40
00076598 STAPLES DIRECT - Purchase	\$8.83
00076600 BAILEYS ACE HDWE - Purchase	\$7.98
<b>Subtotal for Cost Center Aquatics:</b>	<b>\$5,214.06</b>
00076293 MCCOY SALES CORPORATIO - Purch	\$180.06
00076470 BAILEYS ACE HDWE - Purchase	\$81.33
00076525 AIRGAS CENTRAL - Purchase	\$283.10
00076554 MURDOCH'S RANCH & HOME - Purch	\$26.69
00076559 THE HOME DEPOT #6001 - Purchas	\$187.94
00076568 INTERSTATE ALL BATTERY - Purch	\$102.95
00076573 WM SUPERCENTER #1617 - Purchas	\$10.58
00076577 BEARING BELTCHAIN00244 - Purch	\$2,699.00
00076583 SAMSLUB #6425 - Purchase	\$174.88
00076606 BAILEYS ACE HDWE - Purchase	\$19.99
00076612 AEROSOLV - Purchase	\$324.86
00076617 WYOMING MACHINERY CO - Purchas	\$76.60
00076633 JOHNNY APPLESEED, INC. - Purch	\$52.50
00076636 BLACK HILLS UTILITY - Purchase	\$16.26
00076655 AMERIGAS PRODUCT - Purchas	\$40.85
00076690 CRESCENT ELECTRIC 103 - Purcha	\$69.30
00076697 SOLID WASTE ASSOCIA - Purchase	\$212.00
00076725 BAILEYS ACE HDWE - Purchase	\$9.99
00076733 BAILEYS ACE HDWE - Purchase	\$90.58
00076742 ARCMATE MFG CORP - Purchase	\$270.99
00076378 MENARDS CASPER WY - Purchase	\$268.18
00076380 WM SUPERCENTER #1617 - Purchas	\$10.82
00076394 AIRGAS CENTRAL - Purchase	\$28.05
00076420 CRESCENT ELECTRIC 103 - Purcha	\$268.78
00076426 SHERWIN WILLIAMS 70343 - Purch	\$99.86
00076431 SOURCE OFFICE - VITAL - Purcha	\$3.05
00076465 MENARDS CASPER WY - Purchase	\$237.71
00076590 INTUIT IN ICLEAN307 - Purcha	\$1,600.00
00076728 PIZZA RANCH CASPER - Purchase	\$46.20
00076757 COCA COLA BOTTLING CO - Purcha	\$29.40
<b>Subtotal for Cost Center Balefill:</b>	<b>\$7,522.50</b>
00076260 HOTSY EQUIPMENT OF WYO - Purch	\$112.00
00076350 DIAMOND VOGEL PAINT #7 - Purch	\$19.09
00075935 INT IN HIGH COUNTRY P - Purch	\$2,067.52
00076179 HERCULES INDUSTRIES CA - Purch	\$30.44
00076179 HERCULES INDUSTRIES CA - Purch	\$74.35
00076413 BLOEDORN LUMBER CASPER - Purch	\$6.74
00076458 COMMERCIAL REFRIGERATI - Purch	\$164.89

# Bills & Claims

07/18/2018 to 08/07/2018

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00076473 IMLSS COLORADO - Purchase	\$37.65
00076705 ARCHITECTURALGLAZINGCO - Purch	\$4,527.00
00076719 ARCHITECTURALGLAZINGCO - Purch	\$922.20
00076734 BRIDGER STEEL CASPER - Purchas	\$5.73
00076745 BLOEDORN LUMBER CASPER - Purch	\$19.37
00076797 DIAMOND VOGEL PAINT #7 - Purch	\$51.29
00076799 LONG BLDG. TECHNOLOGIE - Purch	\$1,180.00
00076820 BLOEDORN LUMBER CASPER - Purch	\$3.59
00076833 GRAINGER - Purchase	\$54.98
00076845 IMLSS COLORADO - Purchase	\$281.05
00076856 SUMMIT ELECTRIC, INC. - Purcha	\$70.00
00076881 SQ SQ POWER PLUS ELE - Purch	\$71.93
00076893 SQ SQ POWER PLUS ELE - Purch	\$71.93
00076905 LONG BLDG. TECHNOLOGIE - Purch	\$295.00
00076922 RMI WYOMING INC - Purchase	\$141.66
00076928 IMLSS COLORADO - Purchase	\$281.05
00076968 BAILEYS ACE HDWE - Purchase	\$22.99
00076971 CASPER WINNELSON CO - Purchase	\$64.50
00076972 DIAMOND VOGEL PAINT #7 - Purch	\$17.25
00076980 SAMS CLUB #6425 - Purchase	\$185.32
00076991 CASPER WINNELSON CO - Purchase	\$32.69
00076994 SAMSCLUB #6425 - Purchase	\$71.10
00077019 BRIDGER STEEL CASPER - Purchas	\$22.05
00077030 BLOEDORN LUMBER CASPER - Purch	\$14.39
00076476 BAILEYS ACE HDWE - Purchase	\$7.49
00076479 HOSE & RUBBER SUPPLY C - Purch	\$18.85
00076507 0970 CED - Purchase	\$56.16
00076508 GRAINGER - Purchase	\$45.92
00076522 CASPER WINNELSON CO - Purchase	\$13.15
00076523 0970 CED - Purchase	\$58.32
00076526 CASPER WINNELSON CO - Purchase	\$253.48
00076537 CASPER WINNELSON CO - Purchase	\$14.45
00076549 0970 CED - Credit	-\$58.32
00076578 TOP OFFICE PRODUCTS IN - Purch	\$100.40
00076595 MENARDS CASPER WY - Purchase	\$37.92
00076604 SUMMIT ELECTRIC, INC. - Purcha	\$116.56
00076610 BAILEYS ACE HDWE - Purchase	\$22.99
00076625 CASPER WINNELSON CO - Purchase	\$25.00
00076662 CASPER WINNELSON CO - Purchase	\$37.50
00076670 CRUM ELECTRIC SUPPLY C - Purch	\$16.40
00076682 CRESCENT ELECTRIC 103 - Purcha	\$45.35
00076687 BRIDGER STEEL CASPER - Purchas	\$64.67
00076695 CASPER WINNELSON CO - Purchase	\$156.38
00076749 SAMSCLUB #6425 - Purchase	\$42.96
00076778 SAMS CLUB #6425 - Purchase	\$43.72
00076779 DENNIS SUPPLY COMPANY - Purcha	\$8.35
00076795 CASPER WINNELSON CO - Purchase	\$21.68
00076358 BLOEDORN LUMBER CASPER - Purch	\$216.92

# Bills & Claims

City of Casper

07/18/2018 to 08/07/2018

00076383 CASPER WINNELSON CO - Purchase	\$29.39
00076398 SUTHERLANDS 2219 - Purchase	\$114.98
00076530 CPU IIT - Purchase	\$4,206.00
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$16,636.42</b>
00076189 MENARDS CASPER WY - Purchase	\$27.26
00076792 BAILEYS ACE HDWE - Purchase	\$25.90
00076808 ALPINE MOTOR SPORTS - Purchase	\$69.98
00076443 STAPLES 00114181 - Purch	\$163.77
00076539 VZWRLSS IVR VB - Purchase	\$40.01
00076661 CPS DISTRIBUTORS INC C - Purch	\$26.73
00076677 CPS DISTRIBUTORS INC C - Purch	\$135.54
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$489.19</b>
00077085 ATLAS OFFICE PRODUCTS - Purcha	\$36.49
00077122 PALACIO CAFE - Purchase	\$20.28
00076696 THOMSON WEST TCD - Purchase	\$1,294.85
00076707 THOMSON WEST TCD - Purchase	\$104.19
00076726 THOMSON WEST TCD - Purchase	\$860.43
00076758 INT IN POWDER RIVER S - Purch	\$72.50
<b>Subtotal for Cost Center City Attorney:</b>	<b>\$2,388.74</b>
00076200 3OH7 HOSPITALITY LLC - Purchas	\$37.81
00077068 YELLOWSTONE GARAGE - Purchase	\$20.82
<b>Subtotal for Cost Center City Manager:</b>	<b>\$58.63</b>
00076340 ATLAS OFFICE PRODUCTS - Purcha	\$33.22
00076492 RICOH USA, INC - Purchase	\$260.69
00076640 THE HOME DEPOT #6001 - Purchas	\$119.00
00076821 SAMS CLUB #6425 - Purchase	\$31.95
00076891 VZWRLSS IVR VB - Purchase	\$120.09
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$564.95</b>
00077065 APCO INTERNATIONAL INC - Purch	\$490.00
00077073 ATLAS REPRODUCTION INC - Purch	\$534.08
00077079 APCO INTERNATIONAL INC - Purch	\$490.00
00076892 APCO INTERNATIONAL INC - Purch	\$92.00
00076987 CCI HOTEL RES - Purchase	\$337.80
00076993 GUS GLOBALSTAR USA - Purchase	\$177.00
00077027 VZWRLSS IVR VB - Purchase	\$123.19
00076664 CHARTER COMM - Purchase	\$79.88
00076666 VZWRLSS IVR VB - Purchase	\$38.05
00076669 AT&T 0512212711001 - Purcha	\$112.51
00076716 DTV DIRECTV SERVICE - Purchase	\$89.24
00076961 SAMSClub #6425 - Purchase	\$58.94
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$2,622.69</b>
00076770 STAPLES 00114181 - Purch	\$73.99

# Bills & Claims

07/18/2018 to 08/07/2018

00076296 GFOA Membership Dues - K Gunde	\$305.00
00076343 ATLAS OFFICE PRODUCTS - Purcha	\$43.22
00076385 VZWRLSS APOCC VISB - Purchase	\$280.07
00076467 WEAR PARTS INC - Purchase	\$140.28
00076806 AP TECHNOLOGY - Purchase	\$321.84
00076880 SUTHERLANDS 2219 - Purchase	\$137.94
00076890 WATERWORKS IND 2697 - Purchase	\$283.92
00076969 GEORGE T SANDERS 20 - Purchase	\$196.31
00076574 WATERWORKS IND 2697 - Purchase	\$49.08
<b>Subtotal for Cost Center Finance:</b>	<b>\$1,831.65</b>
00073205 BOUND TREE MEDICAL LLC - Purch	\$11.59
00074459 INTERNATIONAL TRANSACTION - Pu	\$1.86
00076046 BLOEDORN LUMBER CASPER - Purch	\$6.74
00076217 EXXONMOBIL 47626544 - Purch	\$73.76
00076229 ALBERTSONS #0060 - Purchase	\$20.00
00076345 EXXONMOBIL 47626544 - Purch	\$61.17
00076393 MENARDS CASPER WY - Purchase	\$15.62
00076399 EXXONMOBIL 47626544 - Purch	\$44.72
00076418 THE HOME DEPOT 6001 - Purchase	\$399.00
00076442 AMAZON MKTPLACE PMTS - Purchas	\$57.70
00076446 LN CURTIS - Purchase	\$2,080.00
00076460 EXXONMOBIL 47626544 - Purch	\$60.00
00076474 AMAZON.COM AMZN.COM/BI - Purch	\$83.90
00076487 AMAZON MKTPLACE PMTS W - Purch	\$35.96
00076515 SAMS CLUB #6425 - Purchase	\$34.14
00076542 KMART 4736 - Purchase	\$119.68
00076550 AIR SOLUTIONS INC - Purchase	\$681.50
00076556 WPSG, INC - Purchase	\$672.01
00076576 EXXONMOBIL 47626544 - Purch	\$63.20
00076582 DJI.COM - Purchase	\$33.00
00076584 NUSHOE - Purchase	\$65.00
00076588 NORCO INC - Purchase	\$166.84
00076603 ALBERTSONS #0062 - Purchase	\$17.36
00076647 R & R REST STOPS - Purchase	\$49.61
00076681 LOAF N JUG #0106 Q81 - Purch	\$28.00
00076710 ROTO ROOTER - Purchase	\$440.00
00076727 EXXONMOBIL 47626544 - Purch	\$100.00
00076763 WPSG, INC - Purchase	\$171.96
00076841 ARCHITECTURALGLAZINGCO - Purch	\$1,677.00
<b>Subtotal for Cost Center Fire:</b>	<b>\$7,271.32</b>
00076048 STOTZ EQUIP-CASPER- - Purchase	\$78.42
00076082 STOTZ EQUIP-CASPER- - Credit	-\$15.89
00076262 ALSCO INC. - Purchase	\$585.28
00075161 GREINER FORD LINCOLN O - Purch	\$50.59
00075809 SPENCER FLUID POWER - Credit	-\$1,006.06
00076067 FEDEX FREIGHT INC - Credit	-\$122.91

# Bills & Claims

07/18/2018 to 08/07/2018

00076095 BLOEDORN LUMBER CASPER - Purch	\$587.57
00076780 MAVERIK #547 - Purchase	\$37.10
00076438 E&F HOLDING CO. - Purchase	\$75.00
00076454 E&F HOLDING CO. - Purchase	\$105.00
00076456 E&F HOLDING CO. - Purchase	\$75.00
00076484 STOTZ EQUIP-CASPER- - Credit	-\$30.08
00076502 STOTZ EQUIP-CASPER- - Credit	-\$42.87
00076540 DAYTON TRANSMISSION LL - Purch	\$2,194.94
00076693 SPENCER FLUID POWER - Purchase	\$954.23
00076702 CASPER TIRE 0000705 - Purchase	\$20.00
00076760 CASPER TIRE 0000705 - Purchase	\$275.00
00076784 CASPER TIRE 0000705 - Purchase	\$60.00
00076049 GREINER FORD LINCOLN O - Purch	\$1,025.27
00076086 STOTZ EQUIP-CASPER- - Purchase	\$126.82
00076108 GOODYEAR COMMERCIAL TI - Purch	\$286.00
00076128 GOODYEAR COMMERCIAL TI - Credi	-\$286.06
00076170 STOTZ EQUIP-CASPER- - Purchase	\$62.56
00076190 WYOMING MACHINERY CO - Purchas	\$463.81
00076203 WYOMING MACHINERY CO - Purchas	\$14,157.96
00076210 INLAND TRUCK PARTS - Purchase	\$399.41
00076223 USPS PO 5715580478 - Purchase	\$6.70
00076232 CASPER TIRE 0000705 - Purchase	\$15.00
00076327 STOTZ EQUIP-CASPER- - Credit	-\$78.42
00076354 STOTZ EQUIP-CASPER- - Purchase	\$96.85
00076366 DECKER AUTO GLASS - Purchase	\$179.61
00076409 SQU SQ MAD TRANSPORTA - Purch	\$193.75
00076057 BEARING BELTCHAIN00244 - Purch	\$494.90
00076058 0970 CED - Purchase	\$51.08
00076106 DECKER AUTO GLASS - Purchase	\$388.48
00076107 CAPITAL BUSINESS SYSTE - Purch	\$34.00
00076407 CASPER TIRE 0000705 - Purchase	\$60.00
00076546 DAYTON TRANSMISSION LL - Purch	\$1,816.89
00076129 CASPER TIRE 0000705 - Purchase	\$84.00
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$23,458.93</b>
00076359 ARCADIA PUBLISHING INC - Purch	\$3,118.70
00076684 USPS PO 5762700491 - Purchase	\$35.00
<b>Subtotal for Cost Center General - Fort Caspar:</b>	<b>\$3,153.70</b>
00077053 CASPER FIRE EXTINGUISH - Purch	\$171.25
00077062 VCN WYDOT CASPER CTR - Purchas	\$42.50
00076621 R & R REST STOPS - Purchase	\$378.00
00076940 MIDLAND IMPLEMENT CO - Purchas	\$517.62
00076956 CHARTER COMM - Purchase	\$135.23
00076962 VZWRLSS MY VZ VB P - Purchase	\$80.02
00076978 THE HOME DEPOT #6001 - Purchas	\$129.49
00077031 CPS DISTRIBUTORS INC C - Purch	\$37.98
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$1,492.09</b>

# Bills & Claims

07/18/2018 to 08/07/2018

00076740 THE HOME DEPOT #6001 - Purchas	\$88.25
00076755 GRAINGER - Purchase	\$303.63
00076781 GRAINGER - Purchase	\$7.48
00076782 CASPER CONTRACTORS SUP - Purch	\$198.36
00076850 TACTICALGEAR.COM - Purchase	\$159.92
00076916 THE HOME DEPOT #6001 - Purchas	\$124.88
00076933 ENERGY LABORATORIES - Purchase	\$22.00
00076955 MOUNTAIN WEST TECH - Purchase	\$99.90
00076979 DION LABEL PRINTING, I - Purch	\$2,211.30
00077023 AMBI MAIL AND MARKETIN - Purch	\$124.21
00076532 NORCO INC - Purchase	\$24.89
00076543 TACTICALGEAR.COM - Purchase	\$239.88
00076565 NORCO INC - Purchase	\$88.06
00076572 OMNIPROGEAR INC - Purchase	\$849.10
00076607 BEN MEADOWS - Purchase	\$133.93
00076626 NORCO INC - Purchase	\$39.80
00076635 THE HOME DEPOT #6001 - Purchas	\$26.98
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$4,742.57</b>
00076741 SP BUSINESS 21 PUBLI - Purch	\$219.00
00076308 PARTY AMERICA CASPER # - Purch	\$10.49
00076332 DOUGH ENTERPRISES LLC - Purcha	\$21.00
00076384 INTUIT IN PEDENS INC - Purch	\$40.00
00076402 AUDIMATION SERVICES IN - Purch	\$55.00
00076511 INTUIT IN PEDENS INC - Purch	\$60.00
00076524 ATLAS OFFICE PRODUCTS - Purcha	\$141.09
00076551 USPS PO 5715580945 - Purchase	\$6.70
00076591 DOUGH ENTERPRISES LLC - Purcha	\$6.00
00076623 ATLAS OFFICE PRODUCTS - Purcha	\$17.64
00076671 STERLING BACKCHECK - Purchase	\$964.08
00076694 INTUIT IN PEDENS INC - Purch	\$30.00
00076706 INT IN POWDER RIVER S - Purch	\$80.00
00076738 MOUNTAIN STATES LITHOG - Purch	\$92.83
00076834 USPS PO 5715587501 - Purchase	\$50.00
00077033 ATLAS OFFICE PRODUCTS - Purcha	\$24.26
00076548 INTERNATIONAL PUBLIC M - Purch	\$109.00
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$1,927.09</b>
00076624 SAMS CLUB #6425 - Purchase	\$107.54
00076486 SQUARE SQ PAPA JOHNS - Purch	\$83.87
00076496 GRAINGER - Purchase	\$204.60
00076514 SAMS CLUB #6425 - Purchase	\$28.98
00076295 BAILEYS ACE HDWE - Purchase	\$11.97
00076299 PROMUSICGROUP,LLC - Purchase	\$519.61
00076325 SNOW CREST CHEMICALS - Purchas	\$360.00
00076349 ALBERTSONS #0062 - Purchase	\$6.87
00076629 AMAZON MKTPLACE PMTS - Purchas	\$69.99

# Bills & Claims

07/18/2018 to 08/07/2018

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00076643 AMAZON.COM AMZN.COM/BI - Purch	\$82.15
00076649 SAMSClub #6425 - Purchase	\$148.47
00076651 FARMER BROTHERS COFFEE - Purch	\$245.31
00076660 INT IN A+ GARAGE DOOR - Purch	\$113.30
00076708 MSC - Purchase	\$36.20
00076772 BAILEYS ACE HDWE - Purchase	\$9.99
00076857 SAMS CLUB #6425 - Purchase	\$46.14
00076863 BAILEYS ACE HDWE - Purchase	\$12.99
00076901 DLX FOR SMALLBUSINESS - Purcha	\$59.42
00076776 SAMS CLUB #6425 - Purchase	\$134.08
00076411 SAMS CLUB #6425 - Purchase	\$68.18
00076571 SAMSClub #6425 - Purchase	\$41.64
00076587 CPU IIT - Purchase	\$88.40
00076598 STAPLES DIRECT - Purchase	\$8.83
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$2,488.53</b>
00076471 PAYPAL GISJOBSCLEA - Purchase	\$25.00
<b>Subtotal for Cost Center Information Services:</b>	<b>\$25.00</b>
00076388 HOMEDEPOT.COM - Purchase	\$88.78
00076395 THE HOME DEPOT #6001 - Purchas	\$53.46
00076516 NOLAND FEED - Purchase	\$1,017.60
00076531 BAILEYS ACE HDWE - Purchase	\$62.03
00076810 ALTITUDE VETERINARY HO - Purch	\$292.34
00076824 ALTITUDE VETERINARY HO - Purch	\$287.27
00076838 ALTITUDE VETERINARY HO - Purch	\$65.00
00076847 WAL-MART #1617 - Purchase	\$76.10
00076855 ALTITUDE VETERINARY HO - Purch	\$580.37
00076909 WYOMING WORK WAREHOUSE - Purch	\$128.10
00076374 NORCO INC - Purchase	\$193.80
00076408 BARGREEN WYOMING 25 - Purchase	\$102.85
00076663 ALTITUDE VETERINARY HO - Purch	\$95.09
00076668 UW CASHIER OFFICE - Purchase	\$6.13
00076676 ALTITUDE VETERINARY HO - Purch	\$287.27
00076692 STAPLES 00114181 - Purch	\$146.73
00076704 STAPLES 00114181 - Purch	\$493.98
00076527 CASPER ANIMAL MEDICAL - Purcha	\$12.69
00076575 COMTRONIX - Purchase	\$135.93
00076976 VZWRLSS IVR VB - Purchase	\$620.37
00077009 ALTITUDE VETERINARY HO - Purch	\$1,369.94
00076759 BAILEYS ACE HDWE - Purchase	\$17.57
00076786 THE HOME DEPOT #6001 - Purchas	\$179.82
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$6,313.22</b>
00076683 CALIPER CORPORATION - Purchase	\$171.18
00076683 CALIPER CORPORATION - Purchase	\$1,628.82
<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$1,800.00</b>

# Bills & Claims

07/18/2018 to 08/07/2018

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00076567 PAYPAL FALCONEYEGL - Purchase	\$178.30
<b>Subtotal for Cost Center Parking:</b>	<b>\$178.30</b>
00075902 WYOMING RENTS LLC - Purchase	\$2,349.40
00076494 UNITED GLASS - Purchase	\$42.32
00076528 GRAINGER - Purchase	\$164.74
00076689 ALPINE MOTOR SPORTS - Purchase	\$78.95
00076699 CASPER FIRE EXTINGUISH - Purch	\$291.20
00076717 ALBERTSONS #0062 - Purchase	\$26.45
00076737 WAL-MART #1617 - Purchase	\$65.44
00076739 MENARDS CASPER WY - Purchase	\$3.99
00076754 ALBERTSONS #0062 - Purchase	\$15.98
00076840 WAL-MART #1617 - Purchase	\$22.47
00076874 BEARING BELTCHAIN00244 - Purch	\$51.98
00076885 GALLES GREENHOUSE & HE - Purch	\$143.90
00076887 AMAZON.COM AMZN.COM/BI - Purch	\$73.48
00076970 AMAZON.COM AMZN.COM/BI - Purch	\$679.99
00076386 ULINE SHIP SUPPLIES - Purcha	\$870.41
00076464 BAILEYS ACE HDWE - Purchase	\$47.92
00076483 SOURCE OFFICE - VITAL - Purcha	\$219.96
00076489 STOTZ EQUIP-CASPER- - Purchase	\$64.14
00076503 VZWRLSS IVR VB - Purchase	\$40.01
00076533 SUTHERLANDS 2219 - Purchase	\$116.97
00076547 BLOEDORN LUMBER CASPER - Purch	\$49.18
00076594 BAILEYS ACE HDWE - Purchase	\$3.59
00076674 BLOEDORN LUMBER CASPER - Purch	\$12.05
<b>Subtotal for Cost Center Parks:</b>	<b>\$5,434.52</b>
00076628 CASPER STAR TRIBUNE - Purchase	\$517.48
00076732 AMBI MAIL AND MARKETIN - Purch	\$9.65
00076369 AMBI MAIL AND MARKETIN - Purch	\$10.91
00076434 CASPER STAR TRIBUNE - Purchase	\$87.36
00076452 ATLAS REPRODUCTION INC - Purch	\$21.96
00076541 ATLAS OFFICE PRODUCTS - Purcha	\$17.31
00076886 STAPLES 00114181 - Purch	\$99.99
<b>Subtotal for Cost Center Planning:</b>	<b>\$764.66</b>
00077050 AMAZON MKTPLACE PMTS - Purchas	\$68.98
00077052 PAYPAL REEVESCOMPA - Purchase	\$27.27
00077056 SOURCE OFFICE - VITAL - Purcha	\$182.77
00077066 THE HOME DEPOT 6001 - Purchase	\$94.29
00077087 ATLAS REPRODUCTION INC - Purch	\$61.20
00077088 UNIFORMS 2 GEAR - Purchase	\$116.06
00077093 AMERICAN POLYGRAPH ASS - Purch	\$400.00
00076872 SAMS CLUB #4777 - Purchase	\$46.62
00076475 UNITED 01624072714751 - Pur	\$332.10
00076478 SUPERSHUTTLE EXECUCARA - Purch	\$25.48
00076490 EXXONMOBIL 47737358 - Purch	\$23.24



# Bills & Claims

07/18/2018 to 08/07/2018

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00076495 UNITED 01624072545896 - Pur	\$476.10
00076500 HILTON HOTEL AUSTIN - Purchase	\$159.85
00076510 WESTSIDE ANIMAL HOSPIT - Purch	\$3,160.98
00076512 PUBLIC AGENCY TRAINING - Purch	\$695.00
00076520 MAVERIK #296 - Purchase	\$32.33
00076377 CPU IIT - Purchase	\$468.00
00076472 SONIC DRIVE IN #4694 - Purchas	\$6.34
00076627 BUDGET RENT ACAR TOLLS - Purch	\$8.45
00076788 DEA REGISTRATION - Purchase	\$244.00
00076889 BLOEDORN LUMBER CASPER - Purch	\$242.04
00076973 INT IN JOHNSON ROBERT - Purch	\$15.00
00076982 INT IN JERRY POST, PS - Purch	\$7,200.00
00076986 TLO TRANSUNION - Purchase	\$111.25
00076997 LITTLE CAESARS 1989 00 - Purch	\$31.45
00077001 INT IN JERRY POST, PS - Purch	\$400.00
00077002 NASRO - Purchase	\$445.00
00077006 PAYPAL POLICE JOBS - Purchase	\$80.00
00077011 COCA COLA BOTTLING CO - Purcha	\$127.05
00077012 E&F HOLDING CO. - Purchase	\$420.00
00077018 INT IN JERRY POST, PS - Purch	\$1,722.50
00077021 INT IN JERRY POST, PS - Purch	\$4,200.00
00077025 SAMS CLUB #6425 - Purchase	\$490.90
00077039 GALLS - Purchase	\$339.75
00077042 AMAZON MKTPLACE PMTS - Purchas	\$57.96
00076468 LOAF N JUG #0130 Q81 - Purch	\$15.99
00076498 SMITHS FUEL CTR #9185 - Purcha	\$2.50
00076544 DEA REGISTRATION - Purchase	\$244.00
00076601 FBI LEEDA INC - Purchase	\$650.00
00076615 INT IN AAKER SIGNS & - Purcha	\$114.00
00076666 VZWRLLS IVR VB - Purchase	\$972.43
00076672 VOIANCE LLC - Purchase	\$7.54
00076675 B & B RUBBER STAMP SHO - Purch	\$18.50
00076679 VZWRLLS IVR VB - Purchase	\$960.28
00076691 SOURCE OFFICE - VITAL - Credit	-\$725.77
00076698 SOURCE OFFICE - VITAL - Purcha	\$764.88
00076703 SOURCE OFFICE - VITAL - Purcha	\$725.77
00076715 AT&T BILL PAYMENT - Purchase	\$6,495.21
00076718 CPU IIT - Purchase	\$49.95
00076731 FEDEX 98961837 - Purchase	\$23.03
00076735 NASRO - Purchase	\$890.00
00076736 ALBERTSONS #0062 - Purchase	\$25.97
00076748 MOUNTAIN STATES LITHOG - Purch	\$193.28
00076751 GALLS - Purchase	\$603.86
00076765 EXPERIAN EXP PAY CC - Purchase	\$26.48
00076766 HOBBY-LOBBY #0233 - Purchase	\$86.02
00076803 STAPLES 00114181 - Purch	\$105.90
00076818 BARNES&NOBLE.COM-BN - Purchase	\$178.42
00076884 FBI LEEDA INC - Purchase	\$650.00

# Bills & Claims

07/18/2018 to 08/07/2018

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00076423 BRIDGER STEEL CASPER - Purchas	\$37.25
00076448 BRIDGER STEEL CASPER - Purchas	\$28.35
00076553 BRIDGER STEEL CASPER - Purchas	\$51.48
00076569 BRIDGER STEEL CASPER - Purchas	\$30.93
00076389 BEARING BELTCHAIN00244 - Purch	\$3.20
00076391 PAYPAL REEVESCOMPA - Purchase	\$112.61
00076419 MSAB INC - Purchase	\$2,995.00
00076430 CULVER'S OF CHEYEN - Purchase	\$13.76
00076432 HOTELS.COM149834382829 - Purch	\$595.03
00076451 JIMMY JOHNS - 2035 - Purchase	\$9.56
00076453 BAILEYS ACE HDWE - Purchase	\$28.68
00076466 PERKINS-CASPER - Purchase	\$45.47
00076564 COPS PLUS, INC - Purchase	\$480.35
00076570 WALGREENS #7462 - Purchase	\$15.74
00076638 OAKLEY.COM - Purchase	\$124.95
00076650 THE HOME DEPOT #6001 - Purchas	\$28.97
00076497 UNITED 01624072714762 - Pur	\$332.10
<b>Subtotal for Cost Center Police:</b>	<b>\$40,523.63</b>
00077061 DONELLS CANDIES INC - Purchase	\$75.60
00076488 DELTA 00623310391513 - Pur	\$752.10
00076491 DELTA 00623311183935 - Pur	\$761.20
00077045 COTTAGE CAFE - Purchase	\$140.73
00076666 VZWRLSS IVR VB - Purchase	\$80.02
00076722 COLORADO ORGANIZATION - Purcha	\$555.00
00076724 COLORADO ORGANIZATION - Purcha	\$555.00
00076463 DELTA 00623311183913 - Pur	\$761.20
00076555 NATL CTR FOR VICTIMS - Purchas	\$2,300.00
00076580 SOUTHWES 5261466522513 - Purc	\$465.60
<b>Subtotal for Cost Center Police Grants:</b>	<b>\$6,446.45</b>
00076634 URGENT CARE OF CASPER - Purcha	\$1,206.00
00076802 DENNIS SUPPLY COMPANY - Purcha	\$493.20
00077004 DENNIS SUPPLY COMPANY - Purcha	\$107.10
00076579 SUMMIT ELECTRIC, INC. - Purcha	\$165.36
00076593 PUBLIC RISK MANAGEMENT - Purch	\$385.00
<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$2,356.66</b>
00076480 KMART 4736 - Purchase	\$8.97
00076493 NORCO INC - Purchase	\$246.64
00076514 SAMS CLUB #6425 - Purchase	\$12.31
00076514 SAMS CLUB #6425 - Purchase	\$4.35
00076514 SAMS CLUB #6425 - Purchase	\$12.32
00076310 SPORTSMITH - Purchase	\$27.57
00076365 WM SUPERCENTER #3778 - Purchas	\$11.52
00076370 HOBBY-LOBBY #0233 - Purchase	\$22.37
00076901 DLX FOR SMALLBUSINESS - Purcha	\$50.44
00076422 WAL-MART #1617 - Purchase	\$4.11

# Bills & Claims

07/18/2018 to 08/07/2018

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00076424 SAMSClub #6425 - Purchase	\$40.04
00076424 SAMSClub #6425 - Purchase	\$16.48
00076447 DOLLAR TREE - Purchase	\$14.00
00076558 NORCO INC - Purchase	\$616.35
00076561 WM SUPERCENTER #1617 - Purchas	\$44.48
00076566 WM SUPERCENTER #1617 - Purchas	\$19.88
00076581 WAL-MART #1617 - Purchase	\$5.56
00076587 CPU IIT - Purchase	\$88.40
00076587 CPU IIT - Purchase	\$88.40
00076598 STAPLES DIRECT - Purchase	\$12.90
00076598 STAPLES DIRECT - Purchase	\$4.05
00076598 STAPLES DIRECT - Purchase	\$12.90
<b>Subtotal for Cost Center Recreation:</b>	<b>\$1,364.04</b>
00076529 SUMMIT ELECTRIC, INC. - Purcha	\$140.00
00076605 CASPER TIRE 0000705 - Purchase	\$70.00
00076405 CASPER TIRE 0000705 - Purchase	\$35.00
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$245.00</b>
00076322 WATERWORKS IND 2697 - Purchase	\$326.58
00076535 CASPER CONTRACTORS SUP - Purch	\$48.00
00076597 NORCO INC - Purchase	\$76.26
00076315 SQU SQ BIG WEST LANDS - Purch	\$2,605.00
00076563 BEARING BELTCHAIN00244 - Purch	\$10.61
00076829 URGENT CARE OF CASPER - Purcha	\$120.00
00076878 BEARING BELTCHAIN00244 - Credi	-\$0.51
00076421 BRECK MEDIA GROUP - Purchase	\$252.00
00076440 LAMAR MEDIA CORP - Purchase	\$2,100.00
00076609 TOWNSQ MEDIA CASPER - Purchase	\$525.00
<b>Subtotal for Cost Center Sewer:</b>	<b>\$6,062.94</b>
00076038 BRADLEY #316 - Purchase	\$61.98
<b>Subtotal for Cost Center Special Assistance:</b>	<b>\$61.98</b>
00076396 WAGNER'S OUTDOOR OUTFI - Purch	\$201.51
00076435 BLAKE WAUFLE SNAP ON - Purchas	\$34.75
00076449 BLAKE WAUFLE SNAP ON - Purchas	\$36.49
00076450 BLAKE WAUFLE SNAP ON - Credit	-\$36.49
00076461 AMBI MAIL AND MARKETIN - Purch	\$1.86
00076506 VOGEL PAINT & WAX CO # - Purch	\$21,620.00
00076557 VZWRLSS IVR VB - Purchase	\$40.01
00076589 GEOTEC INDUSTRIAL SUPP - Purch	\$283.75
00076832 MENARDS CASPER WY - Purchase	\$44.97
00076837 WEAR PARTS INC - Purchase	\$5.00
00076225 CASPER STAR TRIBUNE - Purchase	\$218.38
00076560 STAPLES 00114181 - Purch	\$118.36
00076599 WM SUPERCENTER #1617 - Purchas	\$149.45
00076620 CASPER STAR TRIBUNE - Purchase	\$269.80

# Bills & Claims

07/18/2018 to 08/07/2018

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<b>Subtotal for Cost Center Streets:</b>	<b>\$22,987.84</b>
00076509 TFS FISHER SCI HUS - Purchase	\$472.21
00076602 DANA KEPNER CO. - Purchase	\$82.75
00076614 TFS FISHER SCI HUS - Purchase	\$198.43
00076619 WYOMING STEEL AND RECY - Purch	\$534.00
00076630 BAILEYS ACE HDWE - Purchase	\$11.97
00076639 BEARING BELTCHAIN00244 - Purch	\$10.12
00076648 WEAR PARTS INC - Purchase	\$244.80
00076653 INTERMOUNTAIN MOTOR SA - Purch	\$430.63
00076658 CASPER CONTRACTORS SUP - Purch	\$24.43
00076685 PAYPAL CWACONSULTI - Purchase	\$300.00
00076747 HOODS EQUIPMENT & SPRI - Purch	\$637.64
00076278 BAILEYS ACE HDWE - Purchase	\$21.98
00076281 ALSCO INC. - Purchase	\$460.89
00076307 WEAR PARTS INC - Credit	-\$8.56
00076317 USPS PO 5715580945 - Purchase	\$6.70
00076334 BAILEYS ACE HDWE - Purchase	\$21.34
00076338 RMI WYOMING INC - Purchase	\$98.00
00076348 WEAR PARTS INC - Purchase	\$28.35
00076352 RMI WYOMING INC - Purchase	\$151.30
00076368 FERGUSON ENT #3069 - Purchase	\$87.10
00076400 INTERMOUNTAIN MOTOR SA - Purch	\$588.81
00076429 ON THE GO PORTABLE - Purchase	\$206.76
00076439 WESTERN STATES CONTROL - Purch	\$4,085.46
00076477 HAJOCA KEENAN SUPP 25 - Purcha	\$125.47
00076482 WAL-MART #1617 - Purchase	\$7.52
00076764 MCMURRY READY MIX - Purchase	\$147.02
00076787 CPS DISTRIBUTORS INC C - Purch	\$237.50
00076791 MCMURRY READY MIX - Purchase	\$138.55
00076816 HAJOCA KEENAN SUPP 25 - Purcha	\$1,312.30
00076867 BAILEYS ACE HDWE - Purchase	\$19.95
00076879 STOTZ EQUIP-CASPER- - Purchase	\$149.00
00076923 CASPER CONTRACTORS SUP - Purch	\$8.06
00076937 COASTAL CHEMICAL CO LL - Purch	\$298.50
00076998 WATERWORKS IND 2697 - Purchase	\$189.00
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$11,327.98</b>
00076276 DANA KEPNER CO. - Purchase	\$682.50
00076298 ENERGY LABORATORIES, I - Purch	\$88.00
00076302 ENERGY LABORATORIES, I - Purch	\$88.00
00076303 WAL-MART #3778 - Purchase	\$19.84
00076304 SUTHERLANDS 2219 - Purchase	\$50.90
00076316 TOP OFFICE PRODUCTS IN - Purch	\$238.52
00076321 HACH COMPANY - Purchase	\$1,156.31
00076323 ENERGY LABORATORIES, I - Purch	\$88.00
00076328 SUTHERLANDS 2219 - Purchase	\$66.50
00076355 MOBILE CONCRETE, INC - Purchas	\$756.00

# Bills & Claims

07/18/2018 to 08/07/2018

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00076357 ENERGY LABORATORIES, I - Purch	\$108.00
00076373 CASPER CONTRACTORS SUP - Purch	\$429.60
00076382 GRAINGER - Purchase	\$25.99
00076521 THE HOME DEPOT #6001 - Purchas	\$36.42
00076536 USPS PO 5715580945 - Purchase	\$12.90
00076538 HARBOR FREIGHT TOOLS 3 - Purch	\$48.95
00076608 CASPER CONTRACTORS SUP - Purch	\$250.80
00076657 UNITED STATES WELDING - Purcha	\$20.23
00076659 MENARDS CASPER WY - Purchase	\$30.48
00076709 USPS PO 5715580945 - Purchase	\$6.70
00076231 SUBWAY 03126703 - Purch	\$158.38
00076673 DANA KEPNER CO. - Purchase	\$2,046.84
00076711 USPS PO 5762700491 - Purchase	\$6.70
00076714 ENERGY LABORATORIES, I - Purch	\$374.00
00076729 ENERGY LABORATORIES, I - Purch	\$660.00
00076730 ENERGY LABORATORIES, I - Purch	\$27.00
00076743 ENERGY LABORATORIES, I - Purch	\$374.00
00076744 INBERG-MILLER ENGINEER - Purch	\$564.00
00076753 USPS PO 5762700491 - Purchase	\$9.38
00076773 DANA KEPNER CO. - Purchase	\$5,670.14
00076777 WM SUPERCENTER #3778 - Purchas	\$33.57
00076794 UNION WIRELESS - Purchase	\$129.01
00076798 ATLAS OFFICE PRODUCTS - Purcha	\$73.99
00076843 TRACTOR SUPPLY CO #199 - Purch	\$2.69
00076844 71 SOIL AND STONE - Purchase	\$2,357.60
00076866 ENERGY LABORATORIES, I - Purch	\$37.00
00076882 ATLAS OFFICE PRODUCTS - Purcha	\$29.89
00076902 PROKOTEENGINEERINGSUPP - Purch	\$85.60
00076631 CASPER STAR TRIBUNE - Purchase	\$146.32
00076620 CASPER STAR TRIBUNE - Purchase	\$269.80
00076596 SQ SQ FINISH LINE SY - Purch	\$5,804.12
<b>Subtotal for Cost Center Water:</b>	<b>\$23,064.67</b>
00076148 BUILD.COM - Purchase	\$945.96
00076339 ATLAS OFFICE PRODUCTS - Purcha	\$48.92
00076341 ALBERTSONS #0060 - Purchase	\$27.96
00076346 ATLAS OFFICE PRODUCTS - Purcha	\$126.24
00076351 ENERGY LABORATORIES - Purchase	\$108.00
00076356 COASTAL CHEMICAL CO LL - Purch	\$156.40
00076364 ENERGY LABORATORIES - Purchase	\$231.00
00076387 GREINER FORD LINCOLN O - Purch	\$42.34
00076427 GRAINGER - Purchase	\$305.00
00076433 BAILEYS ACE HDWE - Purchase	\$1.21
00076436 GRAINGER - Purchase	\$270.55
00076445 GRAINGER - Purchase	\$28.00
00076455 BAILEYS ACE HDWE - Purchase	\$41.33
00076457 GRAINGER - Purchase	\$245.25
00076545 SUTHERLANDS 2219 - Purchase	\$11.97

# Bills & Claims

City of Casper

07/18/2018 to 08/07/2018

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00076592 STOTZ EQUIP-CASPER- - Purchase	\$21.99
00076678 UPS 0000008F045W288 - Purchase	\$100.74
00076701 SUTHERLANDS 2219 - Purchase	\$31.99
00076713 ENERGY LABORATORIES - Purchase	\$231.00
00076793 AMERIGAS PRODUCT - Purchas	\$29.39
00076849 CRUM ELECTRIC SUPPLY C - Purch	\$193.60
00076854 NORCO INC - Purchase	\$40.27
00076871 0970 CED - Purchase	\$63.00
00076883 MENARDS CASPER WY - Purchase	\$54.91
00076910 BAILEYS ACE HDWE - Purchase	\$9.59
00076925 BAILEYS ACE HDWE - Purchase	\$22.77
00076932 WATERWORKS IND 2697 - Purchase	\$130.48
00076936 ENERGY LABORATORIES - Purchase	\$3,540.00
00076974 IDEXX DISTRIBUTION INC - Purch	\$1,151.15
00076975 CASPER STAR TRIBUNE - Purchase	\$136.86
00076981 DK HAULING INC - Purchase	\$600.00
00076984 GEORGE T SANDERS 20 - Purchase	\$321.48
00076990 COASTAL CHEMICAL CO LL - Purch	\$87.18
00077007 EUROFINS EATON ANALYTI - Purch	\$200.00
00077022 UNITED STATES WELDING - Purcha	\$6,510.04
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$16,066.57</b>

00076220 INT IN CHEETAH RODENT - Purch	\$1,370.00
00076235 BAILEYS ACE HDWE - Purchase	\$11.99
00076242 HOSE & RUBBER SUPPLY C - Purch	\$55.67
00076267 OREILLY AUTO #2746 - Purchase	\$79.98
00076372 TRACTOR SUPPLY CO #550 - Purch	\$26.50
00076412 THE HOME DEPOT #6001 - Purchas	\$16.98
00076459 CPS DISTRIBUTORS INC C - Purch	\$40.99
00076481 THE HOME DEPOT #6001 - Purchas	\$64.14
00076513 BAILEYS ACE HDWE - Purchase	\$9.99
00076519 MENARDS CASPER WY - Purchase	\$39.84
00076534 CASPER CONTRACTORS SUP - Purch	\$57.24
00076720 BAILEYS ACE HDWE - Purchase	\$9.56
00076752 MURDOCH'S RANCH & HOME - Purch	\$46.62
00076775 HOSE & RUBBER SUPPLY C - Purch	\$57.48
00076913 BAILEYS ACE HDWE - Purchase	\$7.98
00076947 INTL SOC ARBORICULTURE - Purch	\$172.00
00077010 INDUSTRIAL DISTRIBUTOR - Purch	\$232.97
00077014 AGTERRA TECHNOLOGIES I - Purch	\$105.00
00077038 VAN DIEST SUPPLY COMPA - Purch	\$1,408.35
<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$3,813.28</b>

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**Vendor Subtotal:** **\$230,699.80**

## PEPSI COLA OF CASPER

2199045585 PRODUCT	\$379.70
2199032777 PRODUCT	\$247.14

# Bills & Claims

City of Casper

07/18/2018 to 08/07/2018

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Subtotal for Cost Center Ice Arena: \$626.84

Vendor Subtotal: \$626.84

## PITTSBURG TANK & TOWER MAINTENANCE CO INC

14419 RETAINAGE RELEASE 17-030 \$8,339.55

Subtotal for Cost Center Water: \$8,339.55

Vendor Subtotal: \$8,339.55

## PLATTE RIVER CROSSING

566 FY19 BUILDING RENT \$125,592.00

Subtotal for Cost Center Communications Center: \$125,592.00

Vendor Subtotal: \$125,592.00

## POSTAL PROS SOUTHWEST INC

5122 UTILITY BILLING FEES \$2,779.32

47911 WEB POSTING \$3,765.98

5168 UTILITY BILLING FEES \$5,294.92

5038 UTILITY BILLING FEES \$2,148.40

Subtotal for Cost Center Finance: \$13,988.62

47911 IVR POSTINGS \$786.00

Subtotal for Cost Center Water: \$786.00

Vendor Subtotal: \$14,774.62

## PROFORCE LAW ENFORCEMENT

349214 TASERS \$31,820.00

Subtotal for Cost Center Police: \$31,820.00

Vendor Subtotal: \$31,820.00

## PUBLIC SAFETY COMMUNICATIONS CENTER

734/164863 PSCC MONTHLY USER FEES \$2,622.29

Subtotal for Cost Center Metro Animal: \$2,622.29

1276/164864 PSCC MONTHLY USER FEES \$572.73

Subtotal for Cost Center Water: \$572.73

Vendor Subtotal: \$3,195.02

## RAMSHORN CONSTRUCTION, INC.

RIN0028809 RETAINAGE RELEASE 17-029 \$9,981.00

Subtotal for Cost Center Sewer: \$9,981.00

Vendor Subtotal: \$9,981.00

# Bills & Claims

07/18/2018 to 08/07/2018

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<b>RAVEN INDUSTRIES INC</b>	32, 37, 37-1 BALEFILL CLOSURE - GEOSYNTHETI	\$1,851.40
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$1,851.40</b>
	<b>Vendor Subtotal:</b>	<b>\$1,851.40</b>
<b>RECYCLED MATERIALS, LLC.</b>	RIN0028793 SHEDS FOR TREE FARM	\$6,000.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$6,000.00</b>
	<b>Vendor Subtotal:</b>	<b>\$6,000.00</b>
<b>RICOH USA PROGRAM PROVIDED BY GE CAPITAL</b>	5053835832 COPIER AGREE	\$46.68
	<b>Subtotal for Cost Center Police:</b>	<b>\$46.68</b>
	<b>Vendor Subtotal:</b>	<b>\$46.68</b>
<b>ROCKY MOUNTAIN POWER</b>	AP000169062918 ELECTRICITY	\$4,021.97
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$4,021.97</b>
	RIN0028771 LANDFILL REMEDIATION PROGRAM	\$446.90
	AP000167063018 ELECTRICITY	\$10,814.77
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$11,261.67</b>
	AP000168063018 ELECTRICITY	\$146.63
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$146.63</b>
	AP000150062918 ELECTRICITY	\$127.79
	<b>Subtotal for Cost Center Cemetery:</b>	<b>\$127.79</b>
	AP000155062918 ELECTRICITY	\$2,299.18
	<b>Subtotal for Cost Center Fire:</b>	<b>\$2,299.18</b>
	AP000154062918 ELECTRICITY	\$3,317.47
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$3,317.47</b>
	AP000156062918 ELECTRICITY	\$832.47
	<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$832.47</b>
	AP000157063018 ELECTRICITY	\$3,511.87
	<b>Subtotal for Cost Center Golf Course:</b>	<b>\$3,511.87</b>
	AP000158063018 ELECTRICITY	\$2,305.23
	<b>Subtotal for Cost Center Hogadon:</b>	<b>\$2,305.23</b>



# Bills & Claims

07/18/2018 to 08/07/2018

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AP000160062918 ELECTRICITY	\$1,031.38
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$1,031.38</b>
AP000161063018 ELECTRICITY	\$1,852.39
AP000180062918 ELECTRICITY	\$2,723.44
AP000236063018 ELECTRICITY	\$59.29
AP000181063018 ELECTRICITY	\$6,860.30
<b>Subtotal for Cost Center Parks:</b>	<b>\$11,495.42</b>
AP000162062918 ELECTRICITY	\$373.07
<b>Subtotal for Cost Center Police:</b>	<b>\$373.07</b>
AP000163062918 ELECTRICITY	\$345.36
<b>Subtotal for Cost Center Sewer:</b>	<b>\$345.36</b>
AP000241062918 ELECTRICITY	\$83.74
AP000170063018 ELECTRICITY	\$64.10
<b>Subtotal for Cost Center Streets:</b>	<b>\$147.84</b>
AP000166062918 ELECTRICITY	\$25,266.76
AP000242063018 ELECTRICITY	\$149.74
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$25,416.50</b>
AP000165063018 ELECTRICITY	\$35,903.21
AP000243063018 ELECTRICITY	\$929.97
<b>Subtotal for Cost Center Water:</b>	<b>\$36,833.18</b>
RIN0028802 ENERGY - ELECTRICITY	\$67,776.24
RIN0028802 ENERGY - ELECTRICITY	\$9,584.17
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$77,360.41</b>
<b>Vendor Subtotal:</b>	<b>\$180,827.44</b>

## ROTARY CLUB OF CASPER

5772 DUES AND MEALS CN	\$217.00
<b>Subtotal for Cost Center City Manager:</b>	<b>\$217.00</b>
<b>Vendor Subtotal:</b>	<b>\$217.00</b>

## S. J. MILLER ASSOCIATES, LLC.

1347 SERVICES RENDERED	\$260.00
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$260.00</b>
<b>Vendor Subtotal:</b>	<b>\$260.00</b>

## SAM PARSON'S INDUSTRIES

67426 REUPHOLSTER ATV SEAT	\$75.00
67475 REUPHOLSTER 2 SEAT CUSHIONS	\$337.33

# Bills & Claims

City of Casper

07/18/2018 to 08/07/2018

<b>STROBERT</b>	67460 REPAIR DR SEAT EDGE	\$91.33
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$503.66</b>
	<b>Vendor Subtotal:</b>	<b>\$503.66</b>
<b>SCOTT SHIPMAN</b>	1-293807 STEEL TOE BOOT REIMBURSEMENT	\$75.00
	<b>Subtotal for Cost Center Water:</b>	<b>\$75.00</b>
	<b>Vendor Subtotal:</b>	<b>\$75.00</b>
<b>SENIOR PATIENT ADVOCATES</b>	2018-0258 OTHER CONTRACTUAL	\$1,350.00
	2018-0269 OTHER CONTRACTUAL	\$450.00
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$1,800.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,800.00</b>
<b>SETH WHEELER</b>	RIN0028695 TUITION REIMBURSEMENT	\$642.60
	<b>Subtotal for Cost Center Police:</b>	<b>\$642.60</b>
	<b>Vendor Subtotal:</b>	<b>\$642.60</b>
<b>SHANNON DALEY</b>	43661 UNIFORM REIMBURSE	\$88.95
	<b>Subtotal for Cost Center Police:</b>	<b>\$88.95</b>
	<b>Vendor Subtotal:</b>	<b>\$88.95</b>
<b>SHEPPARD, LEONE</b>	0031286467 UTILITY REFUND	\$51.47
	<b>Subtotal for Cost Center Water:</b>	<b>\$51.47</b>
	<b>Vendor Subtotal:</b>	<b>\$51.47</b>
<b>SHOSHONE DISTRIBUTING CO., INC.</b>	6055 ASSORTED ITEMS FOR RESALE	\$633.50
	6100 ASSORTED ITEMS FOR RESALE	\$228.00
	<b>Subtotal for Cost Center General - Fort Caspar:</b>	<b>\$861.50</b>
	<b>Vendor Subtotal:</b>	<b>\$861.50</b>
<b>SMARSH, INC</b>	AP000177063018 MONTHLY EMAIL ARCHIVING FEES	\$1,719.50
	<b>Subtotal for Cost Center Finance:</b>	<b>\$1,719.50</b>
	<b>Vendor Subtotal:</b>	<b>\$1,719.50</b>

# Bills & Claims

07/18/2018 to 08/07/2018

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<b>SOLID WASTE PROFESSIONALS OF WY LLC</b>	536 RVSD CASPER BALEFILL CLOSURE - <a href="#">Subtotal for Cost Center Balefill:</a>	\$31,730.76 <b>\$31,730.76</b>
	<b>Vendor Subtotal:</b>	<b>\$31,730.76</b>
<b>SOUTHWICK,JOHNATHAN/K AYLA</b>	0031286468 UTILITY REFUND <a href="#">Subtotal for Cost Center Water:</a>	\$5.00 <b>\$5.00</b>
	<b>Vendor Subtotal:</b>	<b>\$5.00</b>
<b>STATE OF NEBRASKA - DEPT OF MOTOR VEHICLES</b>	RIN0028795 DRIVING RECORD <a href="#">Subtotal for Cost Center Police:</a>	\$3.00 <b>\$3.00</b>
	<b>Vendor Subtotal:</b>	<b>\$3.00</b>
<b>STATE OF WY. - OFFICE OF STATE LANDS &amp; INVEST</b>	RIN0028768 DWSRF#46 PRINCIPAL RIN0028768 DWSRF#46 INTEREST <a href="#">Subtotal for Cost Center Water:</a>	\$77,097.43 \$19,123.26 <b>\$96,220.69</b>
	<b>Vendor Subtotal:</b>	<b>\$96,220.69</b>
<b>STEALTH PARTNER GROUP</b>	RIN0028788 MEDICAL STOPLOSS INSURANCE <a href="#">Subtotal for Cost Center Health Insurance:</a>	\$54,131.18 <b>\$54,131.18</b>
	<b>Vendor Subtotal:</b>	<b>\$54,131.18</b>
<b>SUMMIT ELECTRIC LLC.</b>	7844 PD TACTICAL FIRING RANGE <a href="#">Subtotal for Cost Center Police:</a>	\$3,815.28 <b>\$3,815.28</b>
	<b>Vendor Subtotal:</b>	<b>\$3,815.28</b>
<b>SUPERIOR INDUSTRIAL SUPPLY &amp; EQUIPMENT INC</b>	7635 SLING AND CHAIN CERTIFICATIONS 7641 SLING AND CHAIN CERTIFICATIONS <a href="#">Subtotal for Cost Center Fleet Maintenance:</a>	\$680.00 \$747.71 <b>\$1,427.71</b>
	<b>Vendor Subtotal:</b>	<b>\$1,427.71</b>
<b>SWI, LLC</b>	7967 R&R FENCE CLAIM 1166CA 7966.1 FENCE REPAIR CLAIM 1505CA	\$3,065.00 \$1,390.00

# Bills & Claims

City of Casper

07/18/2018 to 08/07/2018

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7982 FENCE REPAIRS CLAIM 1385CA	\$1,070.00
<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$5,525.00</b>

<b>Vendor Subtotal:</b>	<b>\$5,525.00</b>
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## THATCHER CO.

1445698 CHEMICAL - NAHYPO	\$8,566.82
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$8,566.82</b>

<b>Vendor Subtotal:</b>	<b>\$8,566.82</b>
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## THIRTY THREE MILE ROAD IMPROVEMENT & SVS DIST

RIN0028761 JUNE18 SEWER LINE FLUSHING WTR	\$282.80
<b>Subtotal for Cost Center Sewer:</b>	<b>\$282.80</b>

<b>Vendor Subtotal:</b>	<b>\$282.80</b>
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## TIM BUCKALLEW

RIN0028794 STEEL TOED WORK BOOTS	\$75.00
<b>Subtotal for Cost Center Balefill:</b>	<b>\$75.00</b>

<b>Vendor Subtotal:</b>	<b>\$75.00</b>
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## TOP OFFICE PRODUCTS

168534 COPY CHARGE MX3050V JUNE2018	\$88.20
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$88.20</b>

<b>Vendor Subtotal:</b>	<b>\$88.20</b>
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## TRETO CONST.

RIN0028793 RETAINAGE RELEASE 17-089	\$11,047.50
1347 RETAINAGE 17-003	-\$1.50
17-083-1 RETAINAGE 17-083	-\$14,705.50
<b>Subtotal for Cost Center Capital Projects - Engineering:</b>	<b>-\$3,659.50</b>

1335A CIA CONCRETE REPLACEMENTS 17-0	\$5,880.00
<b>Subtotal for Cost Center Perpetual Care:</b>	<b>\$5,880.00</b>

1347 COLUMBINE STREET IMP	\$173,667.72
17-083-1 2018 BEVERLY ST IMP - 4TH TO 1	\$61,930.00
<b>Subtotal for Cost Center Streets:</b>	<b>\$235,597.72</b>

17-083-1 2018 BEVERLY ST IMP - 4TH TO 1	\$85,125.00
<b>Subtotal for Cost Center Water:</b>	<b>\$85,125.00</b>

<b>Vendor Subtotal:</b>	<b>\$322,943.22</b>
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# Bills & Claims

City of Casper

07/18/2018 to 08/07/2018

<b>TUFANO MEDIA GROUP</b>	00119 HOSTED MEDIA COACH & TRAINING	\$7,611.40
	<b>Subtotal for Cost Center Police Grants:</b>	<b>\$7,611.40</b>
	<b>Vendor Subtotal:</b>	<b>\$7,611.40</b>
<b>VISION SVC. PLAN</b>	805427803 BENEFITS PAYABLE	\$1,566.94
	805427805 COBRA CONTRIBUTIONS-VISION	\$70.74
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$1,637.68</b>
	<b>Vendor Subtotal:</b>	<b>\$1,637.68</b>
<b>WASTE WATER TREATMENT</b>	1276/165120 201 SEWER	\$388,994.19
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$388,994.19</b>
	<b>Vendor Subtotal:</b>	<b>\$388,994.19</b>
<b>WESTERN PLAINS LANDSCAPING</b>	20530R RETAINAGE TO JT ACCT 14-70	\$1,156.90
	<b>Subtotal for Cost Center Capital Projects - Engineering:</b>	<b>\$1,156.90</b>
	<b>Vendor Subtotal:</b>	<b>\$1,156.90</b>
<b>WESTERN WATER CONSULTANTS, INC.</b>	181410001 PD SHOOTING RANGE ADDN 17-065	\$4,122.70
	<b>Subtotal for Cost Center Police:</b>	<b>\$4,122.70</b>
	181090003 MIDWEST AVE RECONST - DAVID TO	\$225.85
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$225.85</b>
	181090003 MIDWEST AVE RECONST - DAVID TO	\$9,711.51
	<b>Subtotal for Cost Center Streets:</b>	<b>\$9,711.51</b>
	181090003 MIDWEST AVE RECONST - DAVID TO	\$1,355.09
	<b>Subtotal for Cost Center Water:</b>	<b>\$1,355.09</b>
	<b>Vendor Subtotal:</b>	<b>\$15,415.15</b>
<b>WILLIAMS III, NEIL</b>	0031328293 UTILITY REFUND	\$51.47
	<b>Subtotal for Cost Center Water:</b>	<b>\$51.47</b>
	<b>Vendor Subtotal:</b>	<b>\$51.47</b>
<b>WILLIAMS, RASHAL</b>	0031286465 UTILITY REFUND	\$45.62
	<b>Subtotal for Cost Center Water:</b>	<b>\$45.62</b>

# Bills & Claims

07/18/2018 to 08/07/2018

**Vendor Subtotal:** \$45.62

**WLC ENGINEERING -  
SURVEYING - PLANNING**

2018-10667 ROTARY PARK PATHWAY - PHASE II \$4,998.62

**Subtotal for Cost Center City Manager:** **\$4,998.62**

2018-10667 ROTARY PARK PATHWAY - PHASE II \$1,249.66

**Subtotal for Cost Center One Cent #15:** **\$1,249.66**

2018-10632 DESIGN & CA FOR HIGHLAND PARK/ \$3,964.13

**Subtotal for Cost Center Streets:** **\$3,964.13**

2018-10633 WEST CASPER ZONE II WATER SYST \$2,716.68

2018-10633 WEST CASPER ZONE II WATER SYST \$1,338.07

**Subtotal for Cost Center Water:** **\$4,054.75**

**Vendor Subtotal:** \$14,267.16

**WY. ASSOC. OF MUNICIPAL  
CLERKS & TREASURERS**

RIN0028777 MEMBERSHIP \$65.00

RIN0028778 MEMEBERSHIP \$65.00

RIN0028779 MEMBERSHIP \$65.00

**Subtotal for Cost Center City Clerk:** **\$195.00**

**Vendor Subtotal:** \$195.00

**WY. ASSOC. OF  
MUNICIPALITIES**

15892 FY19 MEMBERSHIP DUES \$43,981.10

**Subtotal for Cost Center Council:** **\$43,981.10**

**Vendor Subtotal:** \$43,981.10

**WY. ASSOC. OF RISK MGMT.**

211 ENHANCED CYBER LIABILITY FY19 \$3,162.31

1120 PROPERTY INSURANCE FY19 \$474,516.48

187 Origami software renewal FY19 \$5,975.00

1121 CRIME COVERAGE FY19 \$2,933.19

209 LIABILITY INSURANCE FY19 \$642,359.56

**Subtotal for Cost Center Property & Liability Insurance:** **\$1,128,946.54**

**Vendor Subtotal:** \$1,128,946.54

**WY. DEPT. OF WORKFORCE  
SVCS.**

RIN0028808 UNEMPLOYMENT \$1,016.29

**Subtotal for Cost Center Casper Events Center:** **\$1,016.29**

RIN0028808 UNEMPLOYMENT \$209.00

# Bills & Claims

07/18/2018 to 08/07/2018

	<b>Subtotal for Cost Center Cemetery:</b>	<b>\$209.00</b>
	RIN0028808 UNEMPLOYMENT	\$494.58
	<b>Subtotal for Cost Center Communications Center:</b>	<b>\$494.58</b>
	RIN0028808 UNEMPLOYMENT	\$1,889.92
	<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$1,889.92</b>
	RIN0028808 UNEMPLOYMENT	\$169.08
	<b>Subtotal for Cost Center Parks:</b>	<b>\$169.08</b>
	RIN0028808 UNEMPLOYMENT	\$16.00
	<b>Subtotal for Cost Center Recreation:</b>	<b>\$16.00</b>
	<b>Vendor Subtotal:</b>	<b>\$3,794.87</b>
<b>YEAGER, TIFFANY</b>	0031286470 UTILITY REFUND	\$51.47
	<b>Subtotal for Cost Center Water:</b>	<b>\$51.47</b>
	<b>Vendor Subtotal:</b>	<b>\$51.47</b>
<b>YOUTH CRISIS CENTER CORP.</b>	BLSMAY19 AGENCY FUNDING	\$15,000.00
	<b>Subtotal for Cost Center Social Community Services:</b>	<b>\$15,000.00</b>
	<b>Vendor Subtotal:</b>	<b>\$15,000.00</b>
<b>YOUTH EMPOWERMENT COUNCIL</b>	180629-9901 AGENCY FUNDING	\$5,625.00
	<b>Subtotal for Cost Center Social Community Services:</b>	<b>\$5,625.00</b>
	<b>Vendor Subtotal:</b>	<b>\$5,625.00</b>
	<b>Grand Total</b>	<b>\$4,275,879.60</b>

Approved By

On

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 08/07/18

**Payroll Disbursements**

7/13/18	FIRE PAYROLL	\$ 194,981.05
7/13/18	BENEFITS AND DEDUCTIONS	\$ 34,013.59
7/26/18	FIRE PAYROLL	\$ 235,557.83
7/26/18	BENEFITS AND DEDUCTIONS	\$ 33,235.90
7/26/18	CITY PAYROLL	\$ 1,096,698.91
7/26/18	BENEFITS AND DEDUCTIONS	\$ 186,027.85

	<b>Total Payroll</b>	<u><u>\$ 1,780,515.13</u></u>
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**Additional Fees**

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

7/12/18	Prewrits - Travel/Utility Refunds/Reimbursement/Sales Tax/Workers Comp Rate Changes	
	Brandon Arellano	\$ 500.00
	Rocky/Kristen Carlson	\$ 28.01
	Dept of Treasury	\$ 2,228.39
	Ellie Harrit	\$ 49.32
	Holly Hepker	\$ 67.03
	Jacklyn Rossert	\$ 75.00
	Andrew Lucientes	\$ 55.27
	State of Wy - Dept. of Workforce Svcs	\$ 13,937.90
	State of Wy - Dept. of Revenue	\$ 1,811.25
	Thomas Solberg	\$ 11,914.42
	Brad Van Arsdle	\$ 53.86
	Tracey Wallin	\$ 38.84

	<b>Total Additional AP</b>	<u><u>\$ 30,759.29</u></u>
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July 12, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk  
Carla Mills-Laatsch, Licensing Specialist *umg*  
SUBJECT: Establish the Public Hearing Date for a New Resort Liquor License No. 8 for Trigild, Inc., d/b/a Hilton Garden Inn, Located at 1150 North Poplar Street.

Meeting Type & Date

Regular Council Meeting  
August 7, 2018

Action type

Establish Public Hearing  
Minute Action

Recommendation

That Council, by minute action, establish August 21, 2018 as the Public Hearing date for a new Resort Liquor License No. 8 for Trigild, Inc., d/b/a Hilton Garden Inn, located at 1150 North Poplar Street.

Summary

Currently, the Hilton Garden Inn is owned by Jai Jai Mata Wyoming Hospitality, Inc. Resort Liquor Licenses are not transferable. Trigild, Inc. is the lender and has filed a foreclosure on this property. Trigild, Inc. will be the new owner therefore; Trigild, Inc. would need to file a new application for a Resort license.

The State of Wyoming Liquor Division will duly review the application. The City of Casper Fire-EMS Department, City of Casper Community Development Department, 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 two consecutive weeks. As required by State Statute 12-4-104(a) it will be advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations

None

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

July 18, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *FT*  
Carla Mills-Laatsch, Licensing Specialist *amg*

SUBJECT: Establish August 21, 2018 as the Public Hearing Date for a New Restaurant Liquor License No. 39 for THW Inc, d/b/a JS Chinese Restaurant, Located at 116 West 2nd Street.

Meeting Type & Date  
Regular Council Meeting  
August 7, 2018

Action type  
Establish Public Hearing  
Minute Action

Recommendation  
That Council, by minute action, establish August 21, 2018 as the Public Hearing date for a new restaurant liquor license No. 39 for THW Inc., d/b/a JS Chinese Restaurant, located at 116 West 2nd Street.

Summary  
An application has been received requesting a new restaurant liquor license No. 39 for THW, Inc, d/b/a JS Chinese Restaurant, located at 116 West 2nd Street. In June of 2018, the ownership and name of JS Chinese changed and the current liquor license became invalid. The new owners were not able to secure the required information for a liquor license until recently. If approved, this license will be effective on August 21, 2018.

The State of Wyoming Liquor Division will duly review the application. The City of Casper Fire-EMS Department, City of Casper Community Development Department, 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 two consecutive weeks. As required by State Statute 12-4-104(a) it will be advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations  
No Financial Considerations

Oversight/Project Responsibility  
Carla Mills-Laatsch, Licensing Specialist

Attachments  
None

July 5, 2018

**MEMO TO:** J. Carter Napier, City Manager *JCN*  
**FROM:** Tim Cortez, Parks and Recreation Director *TC*  
Dan Coryell, Parks Manager *DC*  
**SUBJECT:** Wyoming Business Council Grant Application Request

Meeting Type & Date  
Regular Council Meeting  
August 7, 2018

Action type  
Resolution

Recommendation

That Council, by resolution, authorize the request to apply for a Community Enhancement Grant through the Wyoming Business Council for the Lights on Hogadon project.

Summary

At the Council Work Session on Tuesday, March 13, 2018, City Council approved and gave “thumbs up” to Mr. John Lutz to move forward with fundraising and/or locating funding sources for the “Lights on Hogadon” Project. The project has gained momentum and has nearly half of the approximate \$1.5 million needed.

Mr. Lutz and the non-profit organization “Friends of Hogadon” are partnering with the City for a Community Enhancement Grant through the State of Wyoming Business Ready Community Program. Eligible applicants for this grant must be a county, an incorporated city or town, and/or a joint powers board.

Staff is requesting authorization to apply for funding up to \$500,000 to go towards the “Lights on Hogadon” project with all matching requirements being funded by the Friends of Hogadon organization.

Financial Considerations

Requesting to apply for \$500,000 with matching funds paid by the Friends of Hogadon

Oversight/Project Responsibility

Dan Coryell, Parks Manager  
Chris Smith, Hogadon Basin Ski Area Superintendent

Attachments

Resolution

RESOLUTION NO.18-152

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING BUSINESS COUNCIL COMMUNITY ENHANCEMENT GRANT PROGRAM FOR LIGHTING AT HOGADON BASIN SKI AREA

WHEREAS, the City of Casper recognizes the need for attracting more skiers and snowboarders to evening/nighttime activities such as lessons, ski racing programs, and recreation, and believes this project will address those needs; and,

WHEREAS, lights at Hogadon may provide public benefits including positive economic growth and enhance the aesthetics and quality of recreation at Hogadon Basin Ski Area; and,

WHEREAS, the Wyoming Business Council Community Enhancement Grant is designed to assist municipalities with investments in infrastructure to improve aesthetics or quality of life to make a community attractive for business development; and,


WHEREAS, the Community Enhancement Grant can provide up to \$500,000; and,

WHEREAS, the 50% match will be met by the Friends of Hogadon, a 501(c)(3) non-profit organization, and no City funds are needed.

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 application to the Wyoming Business Council for a Community Enhancement grant in the amount of \$500,000 for the Lights on Hogadon project.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 11, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Liz Becher, Community Development Director *lb*  
Joy Clark, Community Development Technician *jc*

SUBJECT: Proposed Amendment to the FY 2017/2018 Annual Action Plan

**Meeting Type & Date**

Regular Council Meeting – Tuesday, August 7, 2018

**Action type**

Public Hearing and Resolution

**Recommendation**

That Council, by resolution, approve the proposed amendment to the FY 2017/2018 (July 1, 2017 – June 30, 2018) Annual Action Plan, for the use of Community Development Block Grant (CDBG) funds to the U.S. Department of Housing and Urban Development (HUD).

**Summary**

As a recipient of entitlement Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), the City wishes to solicit community opinion on its proposed amendment to the FY 2017/2018 Annual Action Plan.

Council approved the submission of the above-referenced Annual Action Plan, which addressed the plans for the use of CDBG funding, June 6, 2017. HUD requires that entitlement communities re-allocate unexpended funds in its Integrated Disbursement and Information System (IDIS), as soon as projects present themselves for re-allocation. Based on the kitchen floor in Building K on LifeSteps Campus requiring replacement per the Natrona County Health Department, staff is proposing to amend:

From unexpended funds in IDIS: **\$71,874.55 (Re-allocate to LifeSteps Campus Care Activity).**

Staff proposes to re-allocate this funding for the removal of all of the existing flooring and replace it with new commercial flooring in Building K located on LifeSteps Campus, 1514 E. 12<sup>th</sup> Street, Casper, Wyoming. The new flooring system conforms to the City's focus of durability and longevity, and will benefit the tenants, clients and visitors of LifeSteps Campus by providing flooring which will be approved by the Natrona County Health Department. The existing floor was determined to be in too poor of condition due to age in order to be cleaned efficiently any longer.

The other Activities in the FY2017/2018 Annual Action Plan remain unchanged, and the total LifeSteps Campus Care allocation will be \$246,874.55. The projects listed in each Activity must meet one of three national objectives of the CDBG program: benefiting the low income population of Casper, addressing slum and blight, and/or urgent need. This project benefits the low income population.

Staff is requesting this public hearing to be held in accordance with the City's current Citizen Participation Plan. To ensure the public hearing is meaningful to the citizens, law requires that it be held in the presence of the Mayor and City Council members. Any comments received at this public hearing will be included in the final Amendment which will be submitted to HUD.

The Housing and Community Development Division has prepared and published a draft of the Amendment which was made available as required by law, for the required fifteen day public comment period. Any community input received from the public comment period will be presented during the Public Hearing. Any public comments received at the Public Hearing will be taken into account and presented with the final Amendment document.

**Financial Considerations**

No financial impact on City funds

**Oversight/Project Responsibility**

Joy Clark, Community Development Technician, CDBG Program Coordinator, Housing and Community Development

**Attachments**

Resolution

RESOLUTION NO.18-153

A RESOLUTION ADOPTING THE AMENDMENT TO THE FY2017 – 2018 ANNUAL ACTION PLAN, FOR THE PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, AND AUTHORIZING SUBMISSION OF THE SAME TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the City of Casper is an entitlement Community and eligible for certain federal funding through the U.S. Department of Housing and Urban Development and, as such, is required to prepare an Annual Action Plan that addresses housing and community development needs; and,

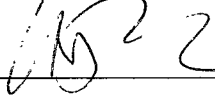
WHEREAS, the City of Casper must amend the previously-approved 2017-2018 Annual Action Plan dated June 6, 2017, to account for a reallocation of funding in the amount of \$71,874.55 from unexpended funds to the LifeSteps Campus Care Activity; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Amendment to the FY2017-2018 Annual Action Plan for the period covering July 1, 2017 through June 30, 2018 is hereby adopted and the proposed use of the Community Development Block Grant funds is hereby approved.

BE IT FURTHER RESOLVED: That the Mayor is authorized to execute documents pertaining to said amendment; and the submission of the same to the U.S. Department of Housing and Urban Development is hereby approved.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 19, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Professional Service Contracts for Wireless Consultants

Meeting Type & Date

Regular Council Meeting, August 7, 2018.

Action type

Resolution.

Recommendation

That Council, by resolution, approve Professional Service Contracts with five (5) consultants to assist the City of Casper with Wireless Communication Facility reviews.

Summary

The City's regulations for Wireless Communication Facilities are found in Section 17.12.124 (Towers) of the Casper Municipal Code. The City Council recently updated the Municipal Code to reflect recent changes in federal laws that govern local zoning standards and procedures for wireless communications which have substantially changed. The manner in which the review of applications must occur, and the maximum statutory timelines involved, together, require technical expertise and qualifications which nobody employed by the City possess. As a result, the City's updated regulations were drafted to allow for third-party consultants to assist the City, at the sole cost of the Wireless Communications Facility applicants.

The City issued a Request for Qualifications (RFQ), and received Statements of Qualifications from five (5) wireless consultants. City staff reviewed the qualifications of each of the five (5), and determined that they all meet the requested qualifications. The benefit of having five (5) contracted consultants is that it ensures competitive pricing and multiple choices to applicants, who are ultimately paying for the service.

Financial Considerations

The City will not incur any costs, and all consultant fees will be paid by the applicants.

Oversight/Project Responsibility

Craig Collins, City Planner, will be responsible for overseeing the applications.

Attachments

Five (5) Resolution

RFQ

Five (5) Professional Service Contracts



January 31, 2018

REQUEST FOR STATEMENT OF QUALIFICATIONS  
TO REVIEW WIRELESS COMMUNICATION FACILITIES  
FOR THE  
CITY OF CASPER, WYOMING

Introduction

The purpose of this request for a Statement of Qualifications is to provide the City of Casper with a listing of up to four (4) qualified professional Consultants to provide professional services for the purpose of assisting, advising and representing the City on matters relating to reviewing and analyzing applications received by the City for Wireless Communication Facilities and other telecommunications-related matters and issues. The City of Casper is in the process of updating the Municipal Code to align the City's wireless communications codes and ordinances with Federal and State law. A copy of the DRAFT ordinance can be reviewed under "Public Notices" on the City's website: <http://www.casperwy.gov>

Submittal Procedures

Three (3) copies of a Statement of Qualifications prepared in response to this solicitation must be submitted to the following address by 4:30 p.m., local time, February 28, 2018:

Craig Collins, City Planner  
City of Casper  
200 North David Street  
Casper, WY 82601  
Phone 307-235-8241

The following general framework should be used in the Statement of Qualifications:

1. Introduction. A brief introduction of the individual(s) or firm(s) involved in the proposal, including year established and any former names of the firm, as well as contact information including name, address, telephone and Email addresses.
2. A description/summary of relevant experience reviewing Wireless Communication Facilities on behalf of a governmental entity or municipality, to include contact information for the agency or municipality.
3. A statement as to whether the Consultant has any professional agreements, whether direct or indirect, with any members of the wireless industry or the tower ownership/management industry and, if so, what companies.

4. A summary of past projects that were successfully completed related to wireless communications including developing and/or updating policies and regulations for Cities/Counties and Municipalities; siting, design or construction of wireless facilities, and site acquisition. Provide contact information for carrier or tower company personnel with whom work was completed.
5. Provide certificates of insurance indicating policy limits.
6. Personnel. Identify personnel, including expertise and qualifications of key team members, anticipated to be assigned to conduct analysis of applications.
7. References. Provide a list of past clients for whom the firm has performed similar work. For each reference include a contact name, phone number, and address. Include a minimum of three (3) references and no more than five (5).

#### Evaluation Criteria

In order to be considered, a Statement of Qualifications must comply with all requested information/data in this Request for Statement of Qualifications. Requests for Qualifications will be considered according to the standards listed below.

#### **General Criteria for Evaluating Statement of Qualifications.**

**Experience:** The experience of the proposed Consultants should be documented, including experience in projects similar to the projects typically reviewed by the City of Casper.

**Expertise:** Specific expertise is desirable in a variety of areas including the following: RF Engineering, Site Acquisition, Legal/Law, and a demonstrated in-depth understanding of the constantly changing Federal laws related to Wireless Communications. Professional references shall be provided wherever practicable.

**Workability:** The Statement of Qualifications should provide assurance of the demonstrated ability of the Consultant to work with a diverse group of individuals and agencies including citizens, property owners, businesses, and governmental organizations.

**Conflicts of Interest:** The qualifications statement shall specifically address any possible conflicts of interest and the consultant's position or response as to whether or not such other work or relationship may be deemed a conflict of interest.

**Special Qualifications:** The qualification statement shall identify any specific qualifications which might make the consultant uniquely qualified to provide the

requested services. These may include similar work experience related to another community of similar size or a project of similar design.

**Professional Staff:** The experience of the proposed Consultant's personnel assigned to this project shall be noted. Individual biographical resumes with specific relevant experience shall be included.

Following review of the submitted proposals, up to four (4) Consultants will be selected, and placed on a list as eligible to review all City of Casper Wireless Facilities applications on the City's behalf, and to provide in-depth analysis to City staff and elected/appointed officials as to the project's compliance with all local, state and federal laws. At such time as the City determines the need for a Consultant's services for a proposed Wireless Facilities application, the selected Consultants will review the proposal. Based on this review, the Consultants will be asked to provide a fee schedule and estimate to perform the review on the City's behalf. The applicant for the wireless communication facility will have its choice of Consultants, provided that the Consultant's turn-around time leaves the City with ample time to comply with applicable shot-clocks and otherwise complete its review of the application. The selected Consultant will be required to timely execute a professional services contract with the City with its standard terms and conditions.

#### Acceptance

The City of Casper reserves the right to reject any or all Statements of Qualifications, to waive informalities and irregularities in Statements of Qualifications, and to enter into a contract with any Consultant based solely upon the initial Statement of Qualifications.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, 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. Telecom Law Firm PC, a California Professional Corporation, 2001 S. Barrington Avenue, Suite 306, Los Angeles, California, 90025 (“Consultant”).

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

### RECITALS

A. The City is undertaking the review of proposed Wireless Communication Facilities, pursuant to Section 17.12.124 of the Casper Municipal Code.

B. The project requires professional services to assist the City with the technical review of said Wireless Communication Facilities.

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

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

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

1. SCOPE OF SERVICES:

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

- A. The Consultant shall, in a timely manner, review applications on the City’s behalf for Wireless Communication Facilities to ascertain a project’s compliance with Section 17.12.124 of the Casper Municipal Code.
- B. At such time that the City receives an application for a Wireless Communication Facility, the City will notify the Consultant of the project, and provide the necessary details about the project to allow the Consultant to develop a fee proposal to complete

the review of the project, according to statutory timelines, which shall be submitted to the City within five (5) days of receipt.

- C. All fee proposals from contracted Consultants will be provided to the applicant, and the applicant will then accept whichever proposal it wishes, and pay the City the fee in full. Once the City has received the fee, the selected Consultant shall commence the review of the application upon receipt of a written Notice to Proceed from the City.
- D. Along with the Notice to Proceed, the City will forward all application materials to Consultant, and the Consultant shall make a determination, and notify the City as to whether the application is complete within five (5) days. If the application is incomplete, Consultant shall provide a listing of all deficiencies that must be corrected for the application to be considered complete.
- E. Once the application has been determined to be complete, the Consultant shall review the application and provide a written report to the City within seven (7) calendar days, outlining the application's compliance with all applicable laws and regulations, and providing a recommendation to the City of any suggested conditions of approval, corrections, requests for additional information, reasons for a denial, etc.
- F. As requested by the City, the Consultant shall be available to attend meetings of the Planning and Zoning Commission and/or the City Council via electronic means and/or in person. The Consultant shall prepare graphics as necessary to thoroughly describe the application in a straightforward manner. Unless specifically requested by the City, physical attendance at these meetings by the Consultant is not required, and they are not included in the initial fee schedule.
- G. Consultant will limit all communication on a proposal to only City staff, unless City staff specifically requests direct communication between the Consultant and an applicant.
- H. Time is of the essence. All reviews, communications, requests, and recommendations by the Consultant must be completed according to the direction of City staff to ensure adequate time to process the application through the appropriate reviewing official(s) and meet applicable "shot-clocks" and other relevant timelines.

2. TIME OF PERFORMANCE:

The term for this contract shall be for a period of one (1) year, commencing on the date of final execution.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed based on the Consultant's fee schedule approved with the official Notice to Proceed.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract after written notice to Consultant and a reasonable opportunity for Consultant to cure or challenge the asserted amount(s) owned.

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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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

*Fleur D. Tremel*

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESS

CONSULTANT  
Telecom Law Firm PC, a  
California Professional Corporation

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

By: *Dr. Jonathan L. Kramer*

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

Printed Name: Dr. Jonathan L. Kramer

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

Title: Managing Partner

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

#### 2. CHANGES:

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

#### 3. ASSIGNABILITY:

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

Further, and notwithstanding the proceeding paragraph, Consultant anticipates that it will reform itself into a limited liability partnership during the term of this Agreement. So long as Dr. Jonathan L. Kramer and Mr. Robert C. May III remain the head of Consultant, and subject to all of the remaining terms of this Agreement, upon written notice by Consultant to City, City approves of such assignment or novation.



4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City unless already placed in the public record by the City or any entity authorized by the City.

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

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

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If Consultant, in its sole discretion, determines that any such modification is not acceptable, Consultant may terminate this Agreement upon no fewer than 30 days written notice to City.

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

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the

specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO.18-154

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH TELECOM LAW FIRM PC TO PROVIDE TECHNICAL ASSISTANCE TO THE CITY REGARDING APPLICATIONS FOR WIRELESS COMMUNICATIONS FACILITIES.

WHEREAS, the City of Casper issued a Request for Qualifications (RFQ) to find multiple qualified Consultants to assist, advise and represent the City of Casper with Wireless Communication Facility reviews; and,

WHEREAS, the City received Statements of Qualifications from five (5) Consultants, all of whom were vetted, and determined to be qualified; and,

WHEREAS, pursuant to the Casper Municipal Code, all Consultant costs will be paid by the Wireless Communication Facility applicants, at no cost to the City; and,


WHEREAS, contracting with five (5) individual Consultants will ensure that applicants are provided with an adequate choice of Consultants to perform reviews, and will ensure that they receive competitive pricing; and,

WHEREAS, the Consultants are ready, willing and able to provide their services to the City of Casper, under the terms and conditions of their individual Professional Services Contracts with the City of Casper.

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 Telecom Law Firm PC.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:




ATTEST:


\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 19, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Professional Service Contracts for Wireless Consultants

Meeting Type & Date

Regular Council Meeting, August 7, 2018.

Action type

Resolution.

Recommendation

That Council, by resolution, approve Professional Service Contracts with five (5) consultants to assist the City of Casper with Wireless Communication Facility reviews.

Summary

The City's regulations for Wireless Communication Facilities are found in Section 17.12.124 (Towers) of the Casper Municipal Code. The City Council recently updated the Municipal Code to reflect recent changes in federal laws that govern local zoning standards and procedures for wireless communications which have substantially changed. The manner in which the review of applications must occur, and the maximum statutory timelines involved, together, require technical expertise and qualifications which nobody employed by the City possess. As a result, the City's updated regulations were drafted to allow for third-party consultants to assist the City, at the sole cost of the Wireless Communications Facility applicants.

The City issued a Request for Qualifications (RFQ), and received Statements of Qualifications from five (5) wireless consultants. City staff reviewed the qualifications of each of the five (5), and determined that they all meet the requested qualifications. The benefit of having five (5) contracted consultants is that it ensures competitive pricing and multiple choices to applicants, who are ultimately paying for the service.

Financial Considerations

The City will not incur any costs, and all consultant fees will be paid by the applicants.

Oversight/Project Responsibility

Craig Collins, City Planner, will be responsible for overseeing the applications.

Attachments

Five (5) Resolution

RFQ

Five (5) Professional Service Contracts



January 31, 2018

REQUEST FOR STATEMENT OF QUALIFICATIONS  
TO REVIEW WIRELESS COMMUNICATION FACILITIES  
FOR THE  
CITY OF CASPER, WYOMING

Introduction

The purpose of this request for a Statement of Qualifications is to provide the City of Casper with a listing of up to four (4) qualified professional Consultants to provide professional services for the purpose of assisting, advising and representing the City on matters relating to reviewing and analyzing applications received by the City for Wireless Communication Facilities and other telecommunications-related matters and issues. The City of Casper is in the process of updating the Municipal Code to align the City's wireless communications codes and ordinances with Federal and State law. A copy of the DRAFT ordinance can be reviewed under "Public Notices" on the City's website: <http://www.casperwy.gov>

Submittal Procedures

Three (3) copies of a Statement of Qualifications prepared in response to this solicitation must be submitted to the following address by 4:30 p.m., local time, February 28, 2018:

Craig Collins, City Planner  
City of Casper  
200 North David Street  
Casper, WY 82601  
Phone 307-235-8241

The following general framework should be used in the Statement of Qualifications:

1. Introduction. A brief introduction of the individual(s) or firm(s) involved in the proposal, including year established and any former names of the firm, as well as contact information including name, address, telephone and Email addresses.
2. A description/summary of relevant experience reviewing Wireless Communication Facilities on behalf of a governmental entity or municipality, to include contact information for the agency or municipality.
3. A statement as to whether the Consultant has any professional agreements, whether direct or indirect, with any members of the wireless industry or the tower ownership/management industry and, if so, what companies.

4. A summary of past projects that were successfully completed related to wireless communications including developing and/or updating policies and regulations for Cities/Counties and Municipalities; siting, design or construction of wireless facilities, and site acquisition. Provide contact information for carrier or tower company personnel with whom work was completed.
5. Provide certificates of insurance indicating policy limits.
6. Personnel. Identify personnel, including expertise and qualifications of key team members, anticipated to be assigned to conduct analysis of applications.
7. References. Provide a list of past clients for whom the firm has performed similar work. For each reference include a contact name, phone number, and address. Include a minimum of three (3) references and no more than five (5).

#### Evaluation Criteria

In order to be considered, a Statement of Qualifications must comply with all requested information/data in this Request for Statement of Qualifications. Requests for Qualifications will be considered according to the standards listed below.

#### **General Criteria for Evaluating Statement of Qualifications.**

**Experience:** The experience of the proposed Consultants should be documented, including experience in projects similar to the projects typically reviewed by the City of Casper.

**Expertise:** Specific expertise is desirable in a variety of areas including the following: RF Engineering, Site Acquisition, Legal/Law, and a demonstrated in-depth understanding of the constantly changing Federal laws related to Wireless Communications. Professional references shall be provided wherever practicable.

**Workability:** The Statement of Qualifications should provide assurance of the demonstrated ability of the Consultant to work with a diverse group of individuals and agencies including citizens, property owners, businesses, and governmental organizations.

**Conflicts of Interest:** The qualifications statement shall specifically address any possible conflicts of interest and the consultant's position or response as to whether or not such other work or relationship may be deemed a conflict of interest.

**Special Qualifications:** The qualification statement shall identify any specific qualifications which might make the consultant uniquely qualified to provide the

requested services. These may include similar work experience related to another community of similar size or a project of similar design.

**Professional Staff:** The experience of the proposed Consultant's personnel assigned to this project shall be noted. Individual biographical resumes with specific relevant experience shall be included.

Following review of the submitted proposals, up to four (4) Consultants will be selected, and placed on a list as eligible to review all City of Casper Wireless Facilities applications on the City's behalf, and to provide in-depth analysis to City staff and elected/appointed officials as to the project's compliance with all local, state and federal laws. At such time as the City determines the need for a Consultant's services for a proposed Wireless Facilities application, the selected Consultants will review the proposal. Based on this review, the Consultants will be asked to provide a fee schedule and estimate to perform the review on the City's behalf. The applicant for the wireless communication facility will have its choice of Consultants, provided that the Consultant's turn-around time leaves the City with ample time to comply with applicable shot-clocks and otherwise complete its review of the application. The selected Consultant will be required to timely execute a professional services contract with the City with its standard terms and conditions.

#### Acceptance

The City of Casper reserves the right to reject any or all Statements of Qualifications, to waive informalities and irregularities in Statements of Qualifications, and to enter into a contract with any Consultant based solely upon the initial Statement of Qualifications.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, 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. Cityscape Consultants, Inc., 7050 W. Palmetto Park Road, #15-652, Boca Raton, Florida 33433 (“Consultant”).

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

### RECITALS

- A. The City is undertaking the review of proposed Wireless Communication Facilities, pursuant to Section 17.12.124 of the Casper Municipal Code.
- B. The project requires professional services to assist the City with the technical review of said Wireless Communication Facilities.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

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

- A. The Consultant shall, in a timely manner, review applications on the City’s behalf for Wireless Communication Facilities to ascertain a project’s compliance with Section 17.12.124 of the Casper Municipal Code.
- B. At such time that the City receives an application for a Wireless Communication Facility, the City will notify the Consultant of the project, and provide the necessary details about the project to allow the Consultant to develop a fee proposal to complete

the review of the project, according to statutory timelines, which shall be submitted to the City within five (5) days of receipt.

- C. All fee proposals from contracted Consultants will be provided to the applicant, and the applicant will then accept whichever proposal it wishes, and pay the City the fee in full. Once the City has received the fee, the selected Consultant shall commence the review of the application upon receipt of a written Notice to Proceed from the City.
- D. Along with the Notice to Proceed, the City will forward all application materials to Consultant, and the Consultant shall make a determination, and notify the City as to whether the application is complete within five (5) days. If the application is incomplete, Consultant shall provide a listing of all deficiencies that must be corrected for the application to be considered complete.
- E. Once the application has been determined to be complete, the Consultant shall review the application and provide a written report to the City within seven (7) calendar days, outlining the application's compliance with all applicable laws and regulations, and providing a recommendation to the City of any suggested conditions of approval, corrections, requests for additional information, reasons for a denial, etc.
- F. As requested by the City, the Consultant shall be available to attend meetings of the Planning and Zoning Commission and/or the City Council via electronic means and/or in person. The Consultant shall prepare graphics necessary to thoroughly describe the application in a straightforward manner. Unless specifically requested by the City, physical attendance at these meetings by the Consultant is not required, and they are not included in the initial fee schedule.
- G. Consultant will limit all communication on a proposal to only City staff, unless City staff specifically requests direct communication between the Consultant and an applicant.
- H. Time is of the essence. All reviews, communications, requests, and recommendations by the Consultant must be completed according to the direction of City staff to ensure adequate time to process the application through the appropriate reviewing official(s) and meet applicable "shot-clocks" and other relevant timelines.

2. TIME OF PERFORMANCE:

The term for this contract shall be for a period of one (1) year, commencing on the date of final execution.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed based on the Consultant's fee schedule approved with the official Notice to Proceed.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

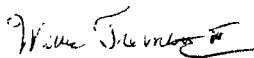
6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM



Wireless Facility Professional Service Contract  
Cityscape Consultants, Inc.

Page 3 of 11

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

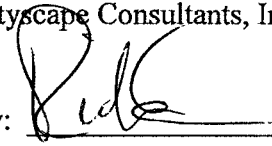
\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESS

CONSULTANT  
Cityscape Consultants, Inc.

By: 

By: 

Printed Name: Mary K. Miles

Printed Name: Richard L. Edwards

Title: VP/Business Manager

Title: President

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

#### 2. CHANGES:

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

#### 3. ASSIGNABILITY:

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

#### 4. AUDIT:

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



5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO.18-155

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CITYSCAPE CONSULTANTS, INC. TO PROVIDE TECHNICAL ASSISTANCE TO THE CITY REGARDING APPLICATIONS FOR WIRELESS COMMUNICATIONS FACILITIES.

WHEREAS, the City of Casper issued a Request for Qualifications (RFQ) to find multiple qualified Consultants to assist, advise and represent the City of Casper with Wireless Communication Facility reviews; and,

WHEREAS, the City received Statements of Qualifications from five (5) Consultants, all of whom were vetted, and determined to be qualified; and,

WHEREAS, pursuant to the Casper Municipal Code, all Consultant costs will be paid by the Wireless Communication Facility applicants, at no cost to the City; and,

WHEREAS, contracting with five (5) individual Consultants will ensure that applicants are provided with an adequate choice of Consultants to perform reviews, and will ensure that they receive competitive pricing; and,

WHEREAS, the Consultants are ready, willing and able to provide their services to the City of Casper, under the terms and conditions of their individual Professional Services Contracts with the City of Casper.

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 Cityscape Consultants, Inc.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 19, 2018

MEMO TO: J. Carter Napier, City Manager *cn*  
FROM: Liz Becher, Community Development Director *lb*  
Craig Collins, AICP, City Planner  
SUBJECT: Professional Service Contracts for Wireless Consultants

Meeting Type & Date

Regular Council Meeting, August 7, 2018.

Action type

Resolution.

Recommendation

That Council, by resolution, approve Professional Service Contracts with five (5) consultants to assist the City of Casper with Wireless Communication Facility reviews.

Summary

The City's regulations for Wireless Communication Facilities are found in Section 17.12.124 (Towers) of the Casper Municipal Code. The City Council recently updated the Municipal Code to reflect recent changes in federal laws that govern local zoning standards and procedures for wireless communications which have substantially changed. The manner in which the review of applications must occur, and the maximum statutory timelines involved, together, require technical expertise and qualifications which nobody employed by the City possess. As a result, the City's updated regulations were drafted to allow for third-party consultants to assist the City, at the sole cost of the Wireless Communications Facility applicants.

The City issued a Request for Qualifications (RFQ), and received Statements of Qualifications from five (5) wireless consultants. City staff reviewed the qualifications of each of the five (5), and determined that they all meet the requested qualifications. The benefit of having five (5) contracted consultants is that it ensures competitive pricing and multiple choices to applicants, who are ultimately paying for the service.

Financial Considerations

The City will not incur any costs, and all consultant fees will be paid by the applicants.

Oversight/Project Responsibility

Craig Collins, City Planner, will be responsible for overseeing the applications.

Attachments

Five (5) Resolution

RFQ

Five (5) Professional Service Contracts



January 31, 2018

REQUEST FOR STATEMENT OF QUALIFICATIONS  
TO REVIEW WIRELESS COMMUNICATION FACILITIES  
FOR THE  
CITY OF CASPER, WYOMING

Introduction

The purpose of this request for a Statement of Qualifications is to provide the City of Casper with a listing of up to four (4) qualified professional Consultants to provide professional services for the purpose of assisting, advising and representing the City on matters relating to reviewing and analyzing applications received by the City for Wireless Communication Facilities and other telecommunications-related matters and issues. The City of Casper is in the process of updating the Municipal Code to align the City's wireless communications codes and ordinances with Federal and State law. A copy of the DRAFT ordinance can be reviewed under "Public Notices" on the City's website: <http://www.casperwy.gov>

Submittal Procedures

Three (3) copies of a Statement of Qualifications prepared in response to this solicitation must be submitted to the following address by 4:30 p.m., local time, February 28, 2018:

Craig Collins, City Planner  
City of Casper  
200 North David Street  
Casper, WY 82601  
Phone 307-235-8241

The following general framework should be used in the Statement of Qualifications:

1. Introduction. A brief introduction of the individual(s) or firm(s) involved in the proposal, including year established and any former names of the firm, as well as contact information including name, address, telephone and Email addresses.
2. A description/summary of relevant experience reviewing Wireless Communication Facilities on behalf of a governmental entity or municipality, to include contact information for the agency or municipality.
3. A statement as to whether the Consultant has any professional agreements, whether direct or indirect, with any members of the wireless industry or the tower ownership/management industry and, if so, what companies.

4. A summary of past projects that were successfully completed related to wireless communications including developing and/or updating policies and regulations for Cities/Counties and Municipalities; siting, design or construction of wireless facilities, and site acquisition. Provide contact information for carrier or tower company personnel with whom work was completed.
5. Provide certificates of insurance indicating policy limits.
6. Personnel. Identify personnel, including expertise and qualifications of key team members, anticipated to be assigned to conduct analysis of applications.
7. References. Provide a list of past clients for whom the firm has performed similar work. For each reference include a contact name, phone number, and address. Include a minimum of three (3) references and no more than five (5).

#### Evaluation Criteria

In order to be considered, a Statement of Qualifications must comply with all requested information/data in this Request for Statement of Qualifications. Requests for Qualifications will be considered according to the standards listed below.

#### **General Criteria for Evaluating Statement of Qualifications.**

**Experience:** The experience of the proposed Consultants should be documented, including experience in projects similar to the projects typically reviewed by the City of Casper.

**Expertise:** Specific expertise is desirable in a variety of areas including the following: RF Engineering, Site Acquisition, Legal/Law, and a demonstrated in-depth understanding of the constantly changing Federal laws related to Wireless Communications. Professional references shall be provided wherever practicable.

**Workability:** The Statement of Qualifications should provide assurance of the demonstrated ability of the Consultant to work with a diverse group of individuals and agencies including citizens, property owners, businesses, and governmental organizations.

**Conflicts of Interest:** The qualifications statement shall specifically address any possible conflicts of interest and the consultant's position or response as to whether or not such other work or relationship may be deemed a conflict of interest.

**Special Qualifications:** The qualification statement shall identify any specific qualifications which might make the consultant uniquely qualified to provide the

requested services. These may include similar work experience related to another community of similar size or a project of similar design.

**Professional Staff:** The experience of the proposed Consultant's personnel assigned to this project shall be noted. Individual biographical resumes with specific relevant experience shall be included.

Following review of the submitted proposals, up to four (4) Consultants will be selected, and placed on a list as eligible to review all City of Casper Wireless Facilities applications on the City's behalf, and to provide in-depth analysis to City staff and elected/appointed officials as to the project's compliance with all local, state and federal laws. At such time as the City determines the need for a Consultant's services for a proposed Wireless Facilities application, the selected Consultants will review the proposal. Based on this review, the Consultants will be asked to provide a fee schedule and estimate to perform the review on the City's behalf. The applicant for the wireless communication facility will have its choice of Consultants, provided that the Consultant's turn-around time leaves the City with ample time to comply with applicable shot-clocks and otherwise complete its review of the application. The selected Consultant will be required to timely execute a professional services contract with the City with its standard terms and conditions.

#### Acceptance

The City of Casper reserves the right to reject any or all Statements of Qualifications, to waive informalities and irregularities in Statements of Qualifications, and to enter into a contract with any Consultant based solely upon the initial Statement of Qualifications.

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, 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. Digital Skylines, Inc., 11340 N. 105<sup>th</sup> Pl., Scottsdale, Arizona 85259 (“Consultant”).

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

### RECITALS

A. The City is undertaking the review of proposed Wireless Communication Facilities, pursuant to Section 17.12.124 of the Casper Municipal Code.

B. The project requires professional services to assist the City with the technical review of said Wireless Communication Facilities.

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

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

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

1. SCOPE OF SERVICES:

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

- A. The Consultant shall, in a timely manner, review applications on the City’s behalf for Wireless Communication Facilities to ascertain a project’s compliance with Section 17.12.124 of the Casper Municipal Code.
- B. At such time that the City receives an application for a Wireless Communication Facility, the City will notify the Consultant of the project, and provide the necessary details about the project to allow the Consultant to develop a fee proposal to complete the review of the project, according to statutory timelines, which shall be submitted to the City within five (5) days of receipt.

- C. All fee proposals from contracted Consultants will be provided to the applicant, and the applicant will then accept whichever proposal it wishes, and pay the City the fee in full. Once the City has received the fee, the selected Consultant shall commence the review of the application upon receipt of a written Notice to Proceed from the City.
- D. Along with the Notice to Proceed, the City will forward all application materials to Consultant, and the Consultant shall make a determination, and notify the City as to whether the application is complete within five (5) days. If the application is incomplete, Consultant shall provide a listing of all deficiencies that must be corrected for the application to be considered complete.
- E. Once the application has been determined to be complete, the Consultant shall review the application and provide a written report to the City within seven (7) calendar days, outlining the application's compliance with all applicable laws and regulations, and providing a recommendation to the City of any suggested conditions of approval, corrections, requests for additional information, reasons for a denial, etc.
- F. As requested by the City, the Consultant shall be available to attend meetings of the Planning and Zoning Commission and/or the City Council via electronic means and/or in person. The Consultant shall prepare graphics necessary to thoroughly describe the application in a straightforward manner. Unless specifically requested by the City, physical attendance at these meetings by the Consultant is not required, and they are not included in the initial fee schedule.
- G. Consultant will limit all communication on a proposal to only City staff, unless City staff specifically requests direct communication between the Consultant and an applicant.
- H. Time is of the essence. All reviews, communications, requests, and recommendations by the Consultant must be completed according to the direction of City staff to ensure adequate time to process the application through the appropriate reviewing official(s) and meet applicable "shot-clocks" and other relevant timelines.

2. TIME OF PERFORMANCE:

The term for this contract shall be for a period of one (1) year, commencing on the date of final execution.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed based on the Consultant's fee schedule approved with the official Notice to Proceed.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM



Wireless Facility Professional Service Contract  
Digital Skylines, Inc.

Page 3 of 11

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESS

CONSULTANT  
Digital Skylines, Inc.

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

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

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

Printed Name: Kevin T. Howell

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

Title: President

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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



5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Four Million Dollars (\$4,000,000) for all claims arising out of a single transaction or occurrence. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of One Million Dollars (\$1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of One Million Dollars (\$1,000,000) 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 Contract.

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant.

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: 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 Fifteen Thousand Dollars (\$15,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Fifteen Thousand Dollars (\$15,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 18-156

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH DIGITAL SKYLINES, INC. TO PROVIDE TECHNICAL ASSISTANCE TO THE CITY REGARDING APPLICATIONS FOR WIRELESS COMMUNICATIONS FACILITIES.

WHEREAS, the City of Casper issued a Request for Qualifications (RFQ) to find multiple qualified Consultants to assist, advise and represent the City of Casper with Wireless Communication Facility reviews; and,

WHEREAS, the City received Statements of Qualifications from five (5) Consultants, all of whom were vetted, and determined to be qualified; and,

WHEREAS, pursuant to the Casper Municipal Code, all Consultant costs will be paid by the Wireless Communication Facility applicants, at no cost to the City; and,

WHEREAS, contracting with five (5) individual Consultants will ensure that applicants are provided with an adequate choice of Consultants to perform reviews, and will ensure that they receive competitive pricing; and,

WHEREAS, the Consultants are ready, willing and able to provide their services to the City of Casper, under the terms and conditions of their individual Professional Services Contracts with the City of Casper.

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 Digital Skylines, Inc.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 19, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Professional Service Contracts for Wireless Consultants

Meeting Type & Date

Regular Council Meeting, August 7, 2018.

Action type

Resolution.

Recommendation

That Council, by resolution, approve Professional Service Contracts with five (5) consultants to assist the City of Casper with Wireless Communication Facility reviews.

Summary

The City's regulations for Wireless Communication Facilities are found in Section 17.12.124 (Towers) of the Casper Municipal Code. The City Council recently updated the Municipal Code to reflect recent changes in federal laws that govern local zoning standards and procedures for wireless communications which have substantially changed. The manner in which the review of applications must occur, and the maximum statutory timelines involved, together, require technical expertise and qualifications which nobody employed by the City possess. As a result, the City's updated regulations were drafted to allow for third-party consultants to assist the City, at the sole cost of the Wireless Communications Facility applicants.

The City issued a Request for Qualifications (RFQ), and received Statements of Qualifications from five (5) wireless consultants. City staff reviewed the qualifications of each of the five (5), and determined that they all meet the requested qualifications. The benefit of having five (5) contracted consultants is that it ensures competitive pricing and multiple choices to applicants, who are ultimately paying for the service.

Financial Considerations

The City will not incur any costs, and all consultant fees will be paid by the applicants.

Oversight/Project Responsibility

Craig Collins, City Planner, will be responsible for overseeing the applications.

Attachments

Five (5) Resolution

RFQ

Five (5) Professional Service Contracts



January 31, 2018

REQUEST FOR STATEMENT OF QUALIFICATIONS  
TO REVIEW WIRELESS COMMUNICATION FACILITIES  
FOR THE  
CITY OF CASPER, WYOMING

Introduction

The purpose of this request for a Statement of Qualifications is to provide the City of Casper with a listing of up to four (4) qualified professional Consultants to provide professional services for the purpose of assisting, advising and representing the City on matters relating to reviewing and analyzing applications received by the City for Wireless Communication Facilities and other telecommunications-related matters and issues. The City of Casper is in the process of updating the Municipal Code to align the City's wireless communications codes and ordinances with Federal and State law. A copy of the DRAFT ordinance can be reviewed under "Public Notices" on the City's website: <http://www.casperwy.gov>

Submittal Procedures

Three (3) copies of a Statement of Qualifications prepared in response to this solicitation must be submitted to the following address by 4:30 p.m., local time, February 28, 2018:

Craig Collins, City Planner  
City of Casper  
200 North David Street  
Casper, WY 82601  
Phone 307-235-8241

The following general framework should be used in the Statement of Qualifications:

1. Introduction. A brief introduction of the individual(s) or firm(s) involved in the proposal, including year established and any former names of the firm, as well as contact information including name, address, telephone and Email addresses.
2. A description/summary of relevant experience reviewing Wireless Communication Facilities on behalf of a governmental entity or municipality, to include contact information for the agency or municipality.
3. A statement as to whether the Consultant has any professional agreements, whether direct or indirect, with any members of the wireless industry or the tower ownership/management industry and, if so, what companies.

4. A summary of past projects that were successfully completed related to wireless communications including developing and/or updating policies and regulations for Cities/Counties and Municipalities; siting, design or construction of wireless facilities, and site acquisition. Provide contact information for carrier or tower company personnel with whom work was completed.
5. Provide certificates of insurance indicating policy limits.
6. Personnel. Identify personnel, including expertise and qualifications of key team members, anticipated to be assigned to conduct analysis of applications.
7. References. Provide a list of past clients for whom the firm has performed similar work. For each reference include a contact name, phone number, and address. Include a minimum of three (3) references and no more than five (5).

#### Evaluation Criteria

In order to be considered, a Statement of Qualifications must comply with all requested information/data in this Request for Statement of Qualifications. Requests for Qualifications will be considered according to the standards listed below.

#### **General Criteria for Evaluating Statement of Qualifications.**

**Experience:** The experience of the proposed Consultants should be documented, including experience in projects similar to the projects typically reviewed by the City of Casper.

**Expertise:** Specific expertise is desirable in a variety of areas including the following: RF Engineering, Site Acquisition, Legal/Law, and a demonstrated in-depth understanding of the constantly changing Federal laws related to Wireless Communications. Professional references shall be provided wherever practicable.

**Workability:** The Statement of Qualifications should provide assurance of the demonstrated ability of the Consultant to work with a diverse group of individuals and agencies including citizens, property owners, businesses, and governmental organizations.

**Conflicts of Interest:** The qualifications statement shall specifically address any possible conflicts of interest and the consultant's position or response as to whether or not such other work or relationship may be deemed a conflict of interest.

**Special Qualifications:** The qualification statement shall identify any specific qualifications which might make the consultant uniquely qualified to provide the

requested services. These may include similar work experience related to another community of similar size or a project of similar design.

**Professional Staff:** The experience of the proposed Consultant's personnel assigned to this project shall be noted. Individual biographical resumes with specific relevant experience shall be included.

Following review of the submitted proposals, up to four (4) Consultants will be selected, and placed on a list as eligible to review all City of Casper Wireless Facilities applications on the City's behalf, and to provide in-depth analysis to City staff and elected/appointed officials as to the project's compliance with all local, state and federal laws. At such time as the City determines the need for a Consultant's services for a proposed Wireless Facilities application, the selected Consultants will review the proposal. Based on this review, the Consultants will be asked to provide a fee schedule and estimate to perform the review on the City's behalf. The applicant for the wireless communication facility will have its choice of Consultants, provided that the Consultant's turn-around time leaves the City with ample time to comply with applicable shot-clocks and otherwise complete its review of the application. The selected Consultant will be required to timely execute a professional services contract with the City with its standard terms and conditions.

#### Acceptance

The City of Casper reserves the right to reject any or all Statements of Qualifications, to waive informalities and irregularities in Statements of Qualifications, and to enter into a contract with any Consultant based solely upon the initial Statement of Qualifications.

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, 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. River Oaks Communications Corporation, 6860 South Yosemite Court, Suite 2000, Centennial, Colorado 80112 (“Consultant”).

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

### RECITALS

- A. The City is undertaking the review of proposed Wireless Communication Facilities, pursuant to Section 17.12.124 of the Casper Municipal Code.
- B. The project requires professional services to assist the City with the technical review of said Wireless Communication Facilities.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

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

- A. The Consultant shall, in a timely manner, review applications on the City’s behalf for Wireless Communication Facilities to ascertain a project’s compliance with Section 17.12.124 of the Casper Municipal Code.
- B. At such time that the City receives an application for a Wireless Communication Facility, the City will notify the Consultant of the project, and provide the necessary details about the project to allow the Consultant to develop a fee proposal to complete

the review of the project, according to statutory timelines, which shall be submitted to the City within five (5) days of receipt.

- C. All fee proposals from contracted Consultants will be provided to the applicant, and the applicant will then accept whichever proposal it wishes, and pay the City the fee in full. Once the City has received the fee, the selected Consultant shall commence the review of the application upon receipt of a written Notice to Proceed from the City.
- D. Along with the Notice to Proceed, the City will forward all application materials to Consultant, and the Consultant shall make a determination, and notify the City as to whether the application is complete within five (5) days. If the application is incomplete, Consultant shall provide a listing of all deficiencies that must be corrected for the application to be considered complete.
- E. Once the application has been determined to be complete, the Consultant shall review the application and provide a written report to the City within seven (7) calendar days, outlining the application's compliance with all applicable laws and regulations, and providing a recommendation to the City of any suggested conditions of approval, corrections, requests for additional information, reasons for a denial, etc.
- F. As requested by the City, the Consultant shall be available to attend meetings of the Planning and Zoning Commission and/or the City Council via electronic means and/or in person. The Consultant shall prepare graphics necessary to thoroughly describe the application in a straightforward manner. Unless specifically requested by the City, physical attendance at these meetings by the Consultant is not required, and they are not included in the initial fee schedule.
- G. Consultant will limit all communication on a proposal to only City staff, unless City staff specifically requests direct communication between the Consultant and an applicant.
- H. Time is of the essence. All reviews, communications, requests, and recommendations by the Consultant must be completed according to the direction of City staff to ensure adequate time to process the application through the appropriate reviewing official(s) and meet applicable "shot-clocks" and other relevant timelines.

2. TIME OF PERFORMANCE:

The term for this contract shall be for a period of one (1) year, commencing on the date of final execution.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed based on the Consultant's fee schedule approved with the official Notice to Proceed.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Wireless Facility Professional Service Contract  
River Oaks Communications Corporation

Page 3 of 11

ATTEST

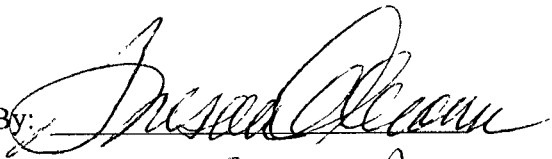
CITY OF CASPER, WYOMING  
A Municipal Corporation


\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESS

CONSULTANT  
River Oaks Communications Corporation

By:   
Printed Name: SUSAN ABRAMS  
Title: 4/18/18 - PARALEGAL

By:   
Printed Name: THOMAS DUCHON  
Title: PRESIDENT

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

#### 2. CHANGES:

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

#### 3. ASSIGNABILITY:

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

#### 4. AUDIT:

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



5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 18-157

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH RIVER OAKS COMMUNICATION CORPORATION TO PROVIDE TECHNICAL ASSISTANCE TO THE CITY REGARDING APPLICATIONS FOR WIRELESS COMMUNICATIONS FACILITIES.

WHEREAS, the City of Casper issued a Request for Qualifications (RFQ) to find multiple qualified Consultants to assist, advise and represent the City of Casper with Wireless Communication Facility reviews; and,

WHEREAS, the City received Statements of Qualifications from five (5) Consultants, all of whom were vetted, and determined to be qualified; and,

WHEREAS, pursuant to the Casper Municipal Code, all Consultant costs will be paid by the Wireless Communication Facility applicants, at no cost to the City; and,

WHEREAS, contracting with five (5) individual Consultants will ensure that applicants are provided with an adequate choice of Consultants to perform reviews, and will ensure that they receive competitive pricing; and,

WHEREAS, the Consultants are ready, willing and able to provide their services to the City of Casper, under the terms and conditions of their individual Professional Services Contracts with the City of Casper.

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 River Oaks Communication Corporation.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 19, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Professional Service Contracts for Wireless Consultants

Meeting Type & Date

Regular Council Meeting, August 7, 2018.

Action type

Resolution.

Recommendation

That Council, by resolution, approve Professional Service Contracts with five (5) consultants to assist the City of Casper with Wireless Communication Facility reviews.

Summary

The City's regulations for Wireless Communication Facilities are found in Section 17.12.124 (Towers) of the Casper Municipal Code. The City Council recently updated the Municipal Code to reflect recent changes in federal laws that govern local zoning standards and procedures for wireless communications which have substantially changed. The manner in which the review of applications must occur, and the maximum statutory timelines involved, together, require technical expertise and qualifications which nobody employed by the City possess. As a result, the City's updated regulations were drafted to allow for third-party consultants to assist the City, at the sole cost of the Wireless Communications Facility applicants.

The City issued a Request for Qualifications (RFQ), and received Statements of Qualifications from five (5) wireless consultants. City staff reviewed the qualifications of each of the five (5), and determined that they all meet the requested qualifications. The benefit of having five (5) contracted consultants is that it ensures competitive pricing and multiple choices to applicants, who are ultimately paying for the service.

Financial Considerations

The City will not incur any costs, and all consultant fees will be paid by the applicants.

Oversight/Project Responsibility

Craig Collins, City Planner, will be responsible for overseeing the applications.

Attachments

Five (5) Resolution

RFQ

Five (5) Professional Service Contracts



January 31, 2018

REQUEST FOR STATEMENT OF QUALIFICATIONS  
TO REVIEW WIRELESS COMMUNICATION FACILITIES  
FOR THE  
CITY OF CASPER, WYOMING

Introduction

The purpose of this request for a Statement of Qualifications is to provide the City of Casper with a listing of up to four (4) qualified professional Consultants to provide professional services for the purpose of assisting, advising and representing the City on matters relating to reviewing and analyzing applications received by the City for Wireless Communication Facilities and other telecommunications-related matters and issues. The City of Casper is in the process of updating the Municipal Code to align the City's wireless communications codes and ordinances with Federal and State law. A copy of the DRAFT ordinance can be reviewed under "Public Notices" on the City's website: <http://www.casperwy.gov>

Submittal Procedures

Three (3) copies of a Statement of Qualifications prepared in response to this solicitation must be submitted to the following address by 4:30 p.m., local time, February 28, 2018:

Craig Collins, City Planner  
City of Casper  
200 North David Street  
Casper, WY 82601  
Phone 307-235-8241

The following general framework should be used in the Statement of Qualifications:

1. Introduction. A brief introduction of the individual(s) or firm(s) involved in the proposal, including year established and any former names of the firm, as well as contact information including name, address, telephone and Email addresses.
2. A description/summary of relevant experience reviewing Wireless Communication Facilities on behalf of a governmental entity or municipality, to include contact information for the agency or municipality.
3. A statement as to whether the Consultant has any professional agreements, whether direct or indirect, with any members of the wireless industry or the tower ownership/management industry and, if so, what companies.

4. A summary of past projects that were successfully completed related to wireless communications including developing and/or updating policies and regulations for Cities/Counties and Municipalities; siting, design or construction of wireless facilities, and site acquisition. Provide contact information for carrier or tower company personnel with whom work was completed.
5. Provide certificates of insurance indicating policy limits.
6. Personnel. Identify personnel, including expertise and qualifications of key team members, anticipated to be assigned to conduct analysis of applications.
7. References. Provide a list of past clients for whom the firm has performed similar work. For each reference include a contact name, phone number, and address. Include a minimum of three (3) references and no more than five (5).

#### Evaluation Criteria

In order to be considered, a Statement of Qualifications must comply with all requested information/data in this Request for Statement of Qualifications. Requests for Qualifications will be considered according to the standards listed below.

#### **General Criteria for Evaluating Statement of Qualifications.**

**Experience:** The experience of the proposed Consultants should be documented, including experience in projects similar to the projects typically reviewed by the City of Casper.

**Expertise:** Specific expertise is desirable in a variety of areas including the following: RF Engineering, Site Acquisition, Legal/Law, and a demonstrated in-depth understanding of the constantly changing Federal laws related to Wireless Communications. Professional references shall be provided wherever practicable.

**Workability:** The Statement of Qualifications should provide assurance of the demonstrated ability of the Consultant to work with a diverse group of individuals and agencies including citizens, property owners, businesses, and governmental organizations.

**Conflicts of Interest:** The qualifications statement shall specifically address any possible conflicts of interest and the consultant's position or response as to whether or not such other work or relationship may be deemed a conflict of interest.

**Special Qualifications:** The qualification statement shall identify any specific qualifications which might make the consultant uniquely qualified to provide the

requested services. These may include similar work experience related to another community of similar size or a project of similar design.

**Professional Staff:** The experience of the proposed Consultant's personnel assigned to this project shall be noted. Individual biographical resumes with specific relevant experience shall be included.

Following review of the submitted proposals, up to four (4) Consultants will be selected, and placed on a list as eligible to review all City of Casper Wireless Facilities applications on the City's behalf, and to provide in-depth analysis to City staff and elected/appointed officials as to the project's compliance with all local, state and federal laws. At such time as the City determines the need for a Consultant's services for a proposed Wireless Facilities application, the selected Consultants will review the proposal. Based on this review, the Consultants will be asked to provide a fee schedule and estimate to perform the review on the City's behalf. The applicant for the wireless communication facility will have its choice of Consultants, provided that the Consultant's turn-around time leaves the City with ample time to comply with applicable shot-clocks and otherwise complete its review of the application. The selected Consultant will be required to timely execute a professional services contract with the City with its standard terms and conditions.

#### Acceptance

The City of Casper reserves the right to reject any or all Statements of Qualifications, to waive informalities and irregularities in Statements of Qualifications, and to enter into a contract with any Consultant based solely upon the initial Statement of Qualifications.

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 25 day of July, 2018, 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. Sublight Engineering PLLC, 213 N Evergreen Street, Arlington, Virginia 22203, (Consultant”).

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

### RECITALS

- A. The City is undertaking the review of proposed Wireless Communication Facilities, pursuant to Section 17.12.124 of the Casper Municipal Code.
- B. The project requires professional services to assist the City with the technical review of said Wireless Communication Facilities.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

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

- A. The Consultant shall, in a timely manner, review applications on the City’s behalf for Wireless Communication Facilities to ascertain a project’s compliance with Section 17.12.124 of the Casper Municipal Code.
- B. At such time that the City receives an application for a Wireless Communication Facility, the City will notify the Consultant of the project, and provide the necessary details about the project to allow the Consultant to develop a fee proposal to complete

the review of the project, according to statutory timelines, which shall be submitted to the City within five (5) days of Consultant's receipt of such materials.

- C. All fee proposals from contracted Consultants will be provided to the applicant, and the applicant will then accept whichever proposal it wishes, and pay the City the fee in full. Once the City has received the fee, the selected Consultant shall commence the review of the application upon receipt of a written Notice to Proceed from the City.
- D. Along with the Notice to Proceed, the City will forward all application materials to Consultant, and the Consultant shall make a determination, and notify the City as to whether the application is complete within five (5) days of Consultant's receipt of such materials. If the application is incomplete, Consultant shall provide a listing of all deficiencies that must be corrected for the application to be considered complete.
- E. Once the application has been determined to be complete, the Consultant shall review the application and provide a written report to the City within seven (7) calendar days of Consultant's receipt of such materials, outlining the application's compliance with all applicable laws and regulations, and providing a recommendation to the City of any suggested conditions of approval, corrections, requests for additional information, reasons for a denial, etc.
- F. As requested by the City, the Consultant shall be available to attend meetings of the Planning and Zoning Commission and/or the City Council via electronic means and/or in person. The Consultant shall prepare graphics necessary to thoroughly describe the application in a straightforward manner. Unless specifically requested by the City, physical attendance at these meetings by the Consultant is not required, and they are not included in the initial fee schedule.
- G. Consultant will limit all communication on a proposal to only City staff, unless City staff specifically requests direct communication between the Consultant and an applicant.
- H. Time is of the essence. All reviews, communications, requests, and recommendations by the Consultant must be completed according to the direction of City staff to ensure adequate time to process the application through the appropriate reviewing official(s) and meet applicable "shot-clocks" and other relevant timelines.

2. TIME OF PERFORMANCE:

The term for this contract shall be for a period of one (1) year, commencing on the date of final execution.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed based on the Consultant's fee schedule approved with the official Notice to Proceed.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

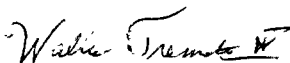
6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM



Wireless Facility Professional Service Contract  
Sublight Engineering PLLC

Page 3 of 11

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESS

CONSULTANT  
Sublight Engineering, PLLC

By: James O. Butcher

By: Matthew J Butcher

Printed Name: James O Butcher

Printed Name: Matthew J Butcher

Title: Senior Advisor

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 Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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



5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 18-158

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH SUBLIGHT ENGINEERING PLLC TO PROVIDE TECHNICAL ASSISTANCE TO THE CITY REGARDING APPLICATIONS FOR WIRELESS COMMUNICATIONS FACILITIES.

WHEREAS, the City of Casper issued a Request for Qualifications (RFQ) to find multiple qualified Consultants to assist, advise and represent the City of Casper with Wireless Communication Facility reviews; and,

WHEREAS, the City received Statements of Qualifications from five (5) Consultants, all of whom were vetted, and determined to be qualified; and,

WHEREAS, pursuant to the Casper Municipal Code, all Consultant costs will be paid by the Wireless Communication Facility applicants, at no cost to the City; and,


WHEREAS, contracting with five (5) individual Consultants will ensure that applicants are provided with an adequate choice of Consultants to perform reviews, and will ensure that they receive competitive pricing; and,

WHEREAS, the Consultants are ready, willing and able to provide their services to the City of Casper, under the terms and conditions of their individual Professional Services Contracts with the City of Casper.

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 Sublight Engineering PLLC.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 17, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Tracey Belser, Support Services Director *TB*  
Tom Pitlick, Financial Services Director *TP*  
Pete Meyers, Asst. Financial Services Director *Peter*  
Michael Szewczyk, IT Manager *MS*

SUBJECT: Enterprise Resource Software Replacement

Meeting Type & Date:  
Regular Council Meeting  
August 7, 2018

Action Type:  
Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Tyler Technologies, Inc. for the purchase and implementation of an enterprise resource software system in an amount not to exceed \$1,383,432, plus an authorization to encumber supplemental equipment funding in an amount not to exceed \$50,000, for a total project budget of \$1,433,432.

Summary:

Since 2001, the City has been using GEMS as the primary system for financial, human resources, utility billing, work order, and inventory applications. Although it is still supported, GEMS is being slowly phased out as the vendor, Harris Corporation, pushes its new product offerings. As such, support resources have diminished, which has impacted City operations multiple times. These circumstances, along with the need for a more up to date and integrated enterprise system, prompted staff to investigate alternative solutions.

The two primary directions considered were an upgrade to Harris' new flagship product, Innoprise, and a Request for Proposals from competitors. Over the past three years, City staff have reviewed the Innoprise application multiple times. Between concerns with product issues, lack of support on the legacy system, and poor reviews from other cities, staff determined an RFP to be the better course of action.

An RFP for a replacement system was issued in February. Four software companies responded. Of the four, two finalists were interviewed – Quintel, and Tyler Technologies. The interview panelists overwhelmingly preferred Tyler's functionality and Tyler's technical support



capabilities. Tyler provided a proposal that included the required modules necessary to replace GEMS, including the core functions of finance, payroll, human resources management, and work orders. Per the directions outlined in the RFP, Tyler also offered optional software that would manage Time and Attendance (employee timecards) and Community Development (building inspections, code enforcement, and the electronic submission of building plans). The proposal price for the required modules was \$986,120, with an annual maintenance of \$127,295. The optional pieces totaled an additional \$429,420, with additional annual maintenance of \$39,941.

The optional components were initially considered to be incorporated into the base solution at a later time. As part of the negotiation process, however, the vendor offered a revised quote that would allow the City to purchase both the core and the optional items at the same time for a reduced price. The amount for the entire package was \$1,151,374 with an annual maintenance of \$119,300. This new offer represented a reduction of \$264,166 over separate procurements and annual maintenance costs that would be \$7,995 lower than the base solution alone. Thus, staff recommends taking advantage of the price reduction by purchasing all the proposed modules now.

The overall costs associated with this agreement, along with other project expenses, are broken out in the chart below:

<b>Product</b>	<b>Cost</b>
Software & Services	1,151,374
Vendor Travel and Lodging	114,000
3 <sup>rd</sup> Party Peripherals & Software	50,858
Contingency on Professional Services	67,200
<b>Total Tyler Contract Cost</b>	<b>1,383,432</b>
New Server Hardware & Software (to be purchased separately)	50,000
<b>Total Project Costs</b>	<b>1,433,432</b>

The timeline for this effort is scheduled to begin in September of this year, with anticipated completion slated for the spring of 2021. There will be five phases, each consisting of different software modules.

Financial Considerations:

Funding, in the amount of \$1,200,000, has been budgeted for this project from Capital Reserves and from the Balefill, Refuse Collection, Sewer, Water, Water Treatment Plant, and Wastewater Treatment Plant funds. Since the new project cost will be \$1,433,432, this proposal will exceed the project budget by \$233,432. This proposal relies on Council’s approval of a budget amendment, to be submitted at a later date. The amendment would reduce the budgeted expenditures from the Refuse Collection, Sewer, and Water Distribution funds, but it would increase expenditures from the Capital, Balefill, Water Treatment Plant, and Wastewater Treatment Plant funds.

Oversight/Project Responsibility:

Project Oversight will be performed by John Doherty, Pete Meyers, and Michael Szewczyk, with the latter serving as the primary point of contact. The Community Development, Financial Services, Support Services, and Public Services Directors will all serve as executive sponsors.

Attachments:

Resolution

License & Services Agreement



## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc., a Delaware Corporation with offices located at One Tyler Drive, Yarmouth, Maine 04096, and Client, a Wyoming municipal corporation, whose primary office is located at 200 N. David St., Casper, Wyoming 82601.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Casper, Wyoming.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have



licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the material terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties, except that your agents, subcontractors, consultants, and business partners may use the Tyler Software to the extent such use is necessary to facilitate your rights under this Agreement or to diagnose or resolve functionality issues with Client’s other software, so long as such use is strictly in accord with the requirements and limitations of this agreement (including but not limited to Section I(17) Confidentiality).
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will make reasonable efforts to give us advance written notice of any such transfer (but a failure to do so will not constitute a breach of this Agreement) and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS



compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. INTENTIONALLY OMITTED.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use reasonable efforts to cure the Defect as set forth in the Maintenance and Support Agreement.

### SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours. We will not add services to this Agreement without your advance written permission.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. There shall be no increase in the amount of Tyler Technologies Inc.'s compensation unless approved by Resolution adopted the Client's City Council.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards, which will conform in all material respects with the terms and specifications set forth in this Agreement. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.



6. Site Access and Requirements. At no cost to us, you agree to provide us with access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us (Tyler's consent to such policies not to be unreasonably withheld). You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Personnel. Tyler Technologies Inc. represents that it has, or will secure, all personnel required to perform Tyler's services under this Agreement. Such personnel shall not be employees of the Client. All of the services set forth in the Investment Summary shall be performed by Tyler Technologies Inc., or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Tyler Technologies Inc. shall be employed in conformity with applicable local, state or federal laws.

#### SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

Notwithstanding anything to the contrary in this Agreement, Tyler shall provide Client with prior written notice of any material changes to the maintenance and support services set forth in this Agreement. If the Client disagrees with the material changes being made to the maintenance and support services, it may terminate its Maintenance and Support Agreement (Exhibit C) by providing at least thirty (30) days prior written notice to





Tyler, and Client shall receive a pro-rata credit for all pre-paid maintenance and support fees for the period commencing on the date of termination and ending on the last day of the then-current maintenance term. The Client may re-commence discontinued support by paying the cumulative maintenance fees the Client would have paid had maintenance not been discontinued.

## SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. INTENTIONALLY OMITTED.
3. Third Party Products Warranties.
  - 3.1 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.2 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.
5. Notwithstanding any statement to the contrary in Exhibit D (DocOrigin EULA) , we are authorized by the Developer to agree that the governing law and venue applicable to disputes directly between you and the Developer under Exhibit D, Schedule 1 shall be the laws of Texas and the courts of Dallas County, Texas, as opposed to the laws and courts of the Province of Ontario, Canada, as set forth in Section 8.4.

## SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within forty-five (45) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work



with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within forty-five (45) days of notice of our intent to do so.

## SECTION G – TERMINATION

1. **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. **Lack of Appropriations.** If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every reasonable effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. **Force Majeure.** Neither party will be liable, and you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
4. **For Convenience.** The Client may terminate this Agreement anytime by providing thirty (30) days written notice to Tyler Technologies Inc. of its intent to do so. In the event of termination for convenience, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

## SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

### 1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to





provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT,**



ONE AND ONE-HALF (1.5) TIMES THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, ONE AND ONE-HALF (1.5) TIMES THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** Tyler shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from the performance of the services hereunder by Tyler, its agents, representatives, or employees. Tyler shall procure and maintain for the duration of this Agreement insurance against claims arising out of Tyler's professional services including, but not limited to Tyler's loss, damage, theft or other misuse of Client Data, infringement of intellectual property, invasion of privacy and breach of Client Data by Tyler.
  - a. **Minimum Scope and limit of Insurance.** Coverage shall be at least as broad as:
    - i. **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
    - ii. **Automobile Liability:** Insurance covering any auto, or if Tyler has no owned autos, hired and non-owned, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
    - iii. **Excess/Umbrella Liability** of at least **\$5,000,000** per occurrence.
    - iv. **Workers' Compensation** insurance complying with applicable statutory requirements.
    - v. **Technology Professional Liability Errors and Omissions Insurance** with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Tyler in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.
      1. The Policy shall include, or be endorsed to include, **property damage liability coverage** or equivalent to cover damage to, alteration of, loss of, or destruction of electronic Client Data by Tyler. If not covered under Tyler's liability policy, such coverage of the Client may be endorsed onto Tyler's Cyber Liability Policy as covered property as follows:
      2. **Cyber Liability coverage** to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic Client Data by Tyler.
  - b. If Tyler maintains broader coverage and/or higher limits than the minimums shown above, the Client shall be entitled to the broader coverage and/or the higher limits maintained by Tyler.



Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Client.

- c. **Self-Insured Retentions.** Self-insured retentions will be disclosed to Client upon written request. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Client or Tyler.
- d. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
  - i. **Additional Insured Status:** The Client, its officers, officials, employees, 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 Tyler including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance.
  - ii. **Primary Coverage.** For any claims under our CGL or Automobile Liability insurance that arise out of or relate to this Agreement and are between us and you, **Tyler's insurance coverage shall be primary** with respect to the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Client, its officers, officials, employees, or volunteers shall be excess of Tyler's CGL and Automobile Liability insurance and shall not contribute with it.
  - iii. **Notice of Cancellation.** Tyler's certificate of insurance shall state that if any of the above described policies are cancelled before the expiration date thereof, notice will be delivered to the City in accordance with policy provisions.
  - iv. **Waiver of Subrogation.** Tyler hereby grants to Client a waiver of any right to subrogation for any claims under our CGL or Automobile Liability insurance that arise out of or relate to this Agreement and are between Tyler and Client, except to the extent the damage or injury is caused by Client. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Client has received a waiver of subrogation endorsement from the insurer.
  - v. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the State of Wyoming with a current A.M. Best's rating of no less than A:VII.
  - vi. **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:
    - 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    - 2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
    - 3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
  - vii. **Verification of Coverage.** Consultant shall furnish the Entity with a copy of the Certificate of Insurance including all endorsements listed herein (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity promptly after the Effective Date of this Agreement. However, failure to obtain the required documents prior to the work beginning shall not waive Tyler's obligation to provide them.

- viii. **Special Risks or Circumstances.** The parties may mutually agree to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within forty-five (45) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within forty-five (45) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. We acknowledge that you are a tax-exempt entity, and that you have provided us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement, and you are not responsible for paying such income taxes.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either



your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations (to the extent Client is able to make payments during a Force Majeure event), neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event (or as soon as reasonably possible if ten days is impractical following the Force Majeure event), the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; or (c) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials. We agree that you may identify us by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of

performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws (i.e., the Wyoming Public Records Act, W.S. § 16-4-201 et seq.) or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request for information that Tyler has marked as Confidential or Proprietary, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its rules on conflicts of law, and venue shall be in the State or Federal Courts of Natrona County, Wyoming. Tyler Technologies Inc. shall also comply with all applicable laws, ordinances, and codes of local, state or federal governments.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Wyoming Governmental Claims Act. The Client 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 Client specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
23. Audit. The Client or any of its duly authorized representatives, upon one (1) week prior written notice and at Client's sole expense, shall have access to any book, documents, papers and records of Tyler, which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts and transactions.



Client may perform such an audit once per calendar year.

24. Intent. Tyler Technologies Inc. also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Client by Resolution of its governing body. Notwithstanding the foregoing, Client shall make timely payments in accordance with Exhibit B (Invoicing and Payment Policy).

25. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy  
Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement  
Schedule 1: Support Call Process
- Exhibit D Third Party Terms
- Exhibit E Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Casper, WY

By: 

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

Name: Robert Kennedy-Jensen

Name: Ray Pacheco

Title: Director of Contracts

Title: Mayor

Date: July 24, 2018

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

City of Casper  
200 N. David St.  
Casper, WY 82601  
Attention: City Manager

With a copy to:

City of Casper  
200 N. David St.  
Casper, WY 820601  
Attention: Administrative Services Director





## **Exhibit A Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[Remainder of page intentionally left blank.]





Quoted By: Maddie McCambridge  
 Date: 7/19/2018  
 Quote Expiration: 8/31/2018  
 Quote Name: City of Casper-ERP-Munis  
 Quote Number: 2018-43463-3  
 Quote Description: City of Casper-ERP-Munis Revised July192018

**Sales Quotation For**

City of Casper  
 1800 E K St  
 Casper, WY 82601-1561  
 Phone +1 (307) 235-8317

**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Financials:</b>						
Accounting/GL	\$53,550.00	232	\$40,600.00	\$10,600.00	\$104,750.00	\$9,639.00
Bid Management	\$6,150.00	32	\$5,600.00	\$0.00	\$11,750.00	\$1,107.00
Capital Assets	\$12,300.00	64	\$11,200.00	\$3,000.00	\$26,500.00	\$2,214.00
Cash Management	\$10,250.00	40	\$7,000.00	\$0.00	\$17,250.00	\$1,845.00
Contract Management	\$6,050.00	32	\$5,600.00	\$0.00	\$11,650.00	\$1,089.00
Employee Expense Reimbursement	\$6,150.00	56	\$9,800.00	\$0.00	\$15,950.00	\$1,107.00
Inventory	\$11,300.00	64	\$11,200.00	\$3,500.00	\$26,000.00	\$2,034.00
Project & Grant Accounting	\$10,250.00	48	\$8,400.00	\$0.00	\$18,650.00	\$1,845.00
Purchasing	\$22,550.00	144	\$25,200.00	\$2,700.00	\$50,450.00	\$4,059.00
Quatred Inventory Scanning Interface	\$3,900.00	24	\$4,200.00	\$0.00	\$8,100.00	\$702.00
<b>Human Capital Management:</b>						
ExecuTime Advance Scheduling - Up to 250 Employees	\$16,895.00	48	\$8,400.00	\$0.00	\$25,295.00	\$3,379.00
ExecuTime Advance Scheduling Mobile Access	\$3,975.00	0	\$0.00	\$0.00	\$3,975.00	\$795.00

**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
ExecuTime Time & Attendance Mobile Access	\$5,075.00	0	\$0.00	\$0.00	\$5,075.00	\$1,015.00
ExecuTime Time & Attendance - Up to 500 Employees	\$28,160.00	144	\$25,200.00	\$0.00	\$53,360.00	\$5,632.00
Human Resources & Talent Management	\$18,100.00	56	\$9,800.00	\$0.00	\$27,900.00	\$3,258.00
Payroll w/ESS	\$23,500.00	160	\$28,000.00	\$11,800.00	\$63,300.00	\$4,230.00
Recruiting	\$5,500.00	24	\$4,200.00	\$0.00	\$9,700.00	\$990.00
<b>Revenue:</b>						
Accounts Receivable	\$11,000.00	104	\$18,200.00	\$0.00	\$29,200.00	\$1,980.00
Central Property File	\$2,750.00	8	\$1,400.00	\$0.00	\$4,150.00	\$688.00
General Billing	\$5,000.00	56	\$9,800.00	\$1,500.00	\$16,300.00	\$900.00
Tyler Cashiering	\$21,000.00	56	\$9,800.00	\$0.00	\$30,800.00	\$3,780.00
UB Interface	\$8,250.00	32	\$5,600.00	\$0.00	\$13,850.00	\$1,485.00
UB Special Assessments	\$10,000.00	64	\$11,200.00	\$0.00	\$21,200.00	\$1,800.00
Utility Billing CIS	\$23,000.00	168	\$29,400.00	\$17,500.00	\$69,900.00	\$4,140.00
<b>Productivity:</b>						
Tyler Forms Processing	\$9,500.00	0	\$0.00	\$0.00	\$9,500.00	\$1,900.00
Tyler Content Manager SE	\$20,000.00	64	\$11,200.00	\$0.00	\$31,200.00	\$3,600.00
Munis Analytics & Reporting	\$15,400.00	104	\$18,200.00	\$0.00	\$33,600.00	\$2,772.00
eProcurement	\$10,000.00	8	\$1,400.00	\$0.00	\$11,400.00	\$1,800.00
Citizen Self Service	\$11,000.00	8	\$1,400.00	\$0.00	\$12,400.00	\$1,980.00
<b>Additional:</b>						
Asset Maintenance (50)	\$75,000.00	96	\$16,800.00	\$3,000.00	\$94,800.00	\$15,000.00
CAFR Statement Builder	\$13,750.00	32	\$5,600.00	\$0.00	\$19,350.00	\$2,475.00
EnerGov Citizen Self Service - LRM	\$11,200.00	16	\$2,800.00	\$0.00	\$14,000.00	\$2,240.00
EnerGov Citizen Self Service - PLM	\$11,200.00	16	\$2,800.00	\$0.00	\$14,000.00	\$2,240.00
EnerGov e-Reviews	\$21,000.00	64	\$11,200.00	\$0.00	\$32,200.00	\$4,200.00
EnerGov iG Workforce Apps (8)	\$5,600.00	16	\$2,800.00	\$0.00	\$8,400.00	\$1,120.00

**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
EnerGov Licensing & Regulatory Management Suite (5)	\$10,500.00	144	\$25,200.00	\$9,400.00	\$45,100.00	\$2,100.00
EnerGov Permitting & Land Management Suite (20)	\$42,000.00	232	\$40,600.00	\$16,450.00	\$99,050.00	\$8,400.00
EnerGov Report Toolkit	\$2,800.00	0	\$0.00	\$0.00	\$2,800.00	\$560.00
Overall Software Discount	-\$30,000.00	0	\$0.00	\$0.00	-\$30,000.00	\$0.00
Tyler GIS (75)	\$37,500.00	0	\$0.00	\$0.00	\$37,500.00	\$7,500.00
Tyler Incident Management	\$8,500.00	80	\$14,000.00	\$0.00	\$22,500.00	\$1,700.00
Sub-Total:	\$599,605.00		\$443,800.00	\$79,450.00	\$1,122,855.00	\$119,300.00
<i>Less Discount:</i>	<i>\$40,881.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$40,881.00</i>	<i>\$119,300.00</i>
<b>TOTAL:</b>	<b>\$558,724.00</b>	<b>2536</b>	<b>\$443,800.00</b>	<b>\$79,450.00</b>	<b>\$1,081,974.00</b>	<b>\$0.00</b>

**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov LRM Forms Library (6 Forms)	1	\$5,100.00	\$0.00	\$5,100.00
EnerGov PLM Forms Library (5 Forms)	1	\$5,100.00	\$0.00	\$5,100.00
EnerGov Project Manager Services	1	\$9,000.00	\$0.00	\$9,000.00
Install Fee - New Server Install-WIN	1	\$9,000.00	\$0.00	\$9,000.00
EnerGov Intelligent Objects Automation	80	\$160.00	\$0.00	\$12,800.00
Not to Exceed Cost	384	\$175.00	\$0.00	\$67,200.00
Project Planning Services	1	\$11,000.00	\$0.00	\$11,000.00
Tyler Forms Library - Financial	1	\$1,800.00	\$0.00	\$1,800.00
Tyler Forms Library - General Billing	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Library - Payroll	1	\$1,400.00	\$0.00	\$1,400.00
Tyler Forms Library - Personnel Action	1	\$1,200.00	\$0.00	\$1,200.00
Tyler Forms Processing Configuration	1	\$3,000.00	\$0.00	\$3,000.00
Tyler Forms Library - Utility Billing	1	\$4,500.00	\$0.00	\$4,500.00
Tyler Graphing Agent - Flat Fee	1	\$3,500.00	\$0.00	\$3,500.00
<b>TOTAL:</b>				<b>\$136,600.00</b>

**3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	29	\$230.00	\$0.00	\$6,670.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1900GSR	29	\$385.00	\$0.00	\$11,165.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	29	\$25.00	\$0.00	\$725.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	29	\$62.00	\$0.00	\$1,798.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	17	\$1,600.00	\$0.00	\$27,200.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	2	\$1,650.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$50,858.00</i>			<i>\$0.00</i>
<b>TOTAL:</b>				<b>\$50,858.00</b>			<b>\$0.00</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$558,724.00	\$0.00
Total Tyler Services	\$659,850.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$50,858.00	\$0.00
<b>Summary Total</b>	<b>\$1,269,432.00</b>	<b>\$0.00</b>
<b>Contract Total (Excluding Estimated Travel Expenses)</b>	<b>\$1,269,432.00</b>	
<b>Estimated Travel Expenses</b>	<b>\$114,000.00</b>	

**Detailed Breakdown of Conversions (included in Contract Total)**

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	\$1,500.00	\$0.00	\$1,500.00
Accounting - Budgets up to 3 years	\$1,500.00	\$0.00	\$1,500.00
Accounting Standard COA	\$2,000.00	\$0.00	\$2,000.00
Accounts Payable - Checks up to 5 years	\$1,600.00	\$0.00	\$1,600.00
Accounts Payable - Invoice up to 5 years	\$2,400.00	\$0.00	\$2,400.00
Accounts Payable Standard Master	\$1,600.00	\$0.00	\$1,600.00
Asset Maintenance - Work Order Asset	\$3,000.00	\$0.00	\$3,000.00
Capital Assets Std Master	\$3,000.00	\$0.00	\$3,000.00
EnerGov Licensing & Regulatory Management	\$9,400.00	\$0.00	\$9,400.00
EnerGov Permitting & Land Management	\$16,450.00	\$0.00	\$16,450.00
General Billing Std CID	\$1,500.00	\$0.00	\$1,500.00
Inventory Std Master	\$3,500.00	\$0.00	\$3,500.00
Payroll - Accrual Balances	\$1,500.00	\$0.00	\$1,500.00
Payroll - Accumulators up to 5 years	\$1,400.00	\$0.00	\$1,400.00
Payroll - Check History up to 5 years	\$1,200.00	\$0.00	\$1,200.00
Payroll - Deductions	\$1,800.00	\$0.00	\$1,800.00
Payroll - Earning/Deduction Hist up to 5 years	\$2,500.00	\$0.00	\$2,500.00
Payroll - Standard	\$2,000.00	\$0.00	\$2,000.00
Payroll - State Retirement Tables	\$1,400.00	\$0.00	\$1,400.00
Purchasing - Purchase Orders - Standard Open PO's only	\$2,700.00	\$0.00	\$2,700.00
Utility Billing - Backflow	\$2,000.00	\$0.00	\$2,000.00
Utility Billing - Balance Forward AR	\$4,000.00	\$0.00	\$4,000.00
Utility Billing - Consumption History up to 5 years	\$3,000.00	\$0.00	\$3,000.00
Utility Billing - Service Orders	\$2,000.00	\$0.00	\$2,000.00
Utility Billing - Services	\$3,000.00	\$0.00	\$3,000.00
Utility Billing - Standard	\$3,500.00	\$0.00	\$3,500.00
<b>TOTAL:</b>			<b>\$79,450.00</b>



**Optional Tyler Software & Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Financials:</b>						
Performance Based Budgeting	\$16,400.00	80	\$14,000.00	\$0.00	\$30,400.00	\$2,952.00
<b>Human Capital Management:</b>						
Risk Management	\$6,000.00	24	\$4,200.00	\$0.00	\$10,200.00	\$1,080.00
<b>Additional:</b>						
Payroll - Position Control - C	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Tyler Disaster Recovery Service	\$0.00	0	\$0.00	\$0.00	\$0.00	\$21,640.00
Tyler System Management Services Contract	\$0.00	0	\$0.00	\$0.00	\$0.00	\$21,640.00
<b>TOTAL:</b>	<b>\$22,400.00</b>	<b>104</b>	<b>\$18,200.00</b>	<b>\$1,400.00</b>	<b>\$42,000.00</b>	<b>\$47,312.00</b>

**Optional Other Services**

Description	Quantity	Unit Price	Discount	Extended Price
Source Code Escrow	1	\$1,500.00	\$0.00	\$1,500.00
<b>TOTAL:</b>				<b>\$1,500.00</b>

**Optional Conversion Details (Prices Reflected Above)**

Description	Unit Price	Unit Discount	Extended Price
Payroll - Position Control	\$1,400.00	\$0.00	\$1,400.00
<b>TOTAL:</b>			<b>\$1,400.00</b>

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
<b>Financials:</b>						
Accounting/GL	\$53,550.00	\$2,678.00	\$50,872.00	\$9,639.00	\$9,639.00	\$0.00
Bid Management	\$6,150.00	\$308.00	\$5,842.00	\$1,107.00	\$1,107.00	\$0.00
Capital Assets	\$12,300.00	\$615.00	\$11,685.00	\$2,214.00	\$2,214.00	\$0.00
Cash Management	\$10,250.00	\$513.00	\$9,737.00	\$1,845.00	\$1,845.00	\$0.00
Contract Management	\$6,050.00	\$303.00	\$5,747.00	\$1,089.00	\$1,089.00	\$0.00
Employee Expense Reimbursement	\$6,150.00	\$308.00	\$5,842.00	\$1,107.00	\$1,107.00	\$0.00
Inventory	\$11,300.00	\$565.00	\$10,735.00	\$2,034.00	\$2,034.00	\$0.00
Project & Grant Accounting	\$10,250.00	\$513.00	\$9,737.00	\$1,845.00	\$1,845.00	\$0.00
Purchasing	\$22,550.00	\$1,128.00	\$21,422.00	\$4,059.00	\$4,059.00	\$0.00
Quatred Inventory Scanning Interface	\$3,900.00	\$195.00	\$3,705.00	\$702.00	\$702.00	\$0.00
<b>Payroll/HR:</b>						
ExecuTime Advance Scheduling - Up to 250 Employees	\$16,895.00	\$845.00	\$16,050.00	\$3,379.00	\$3,379.00	\$0.00
ExecuTime Advance Scheduling Mobile Access	\$3,975.00	\$199.00	\$3,776.00	\$795.00	\$795.00	\$0.00
ExecuTime Time & Attendance Mobile Access	\$5,075.00	\$254.00	\$4,821.00	\$1,015.00	\$1,015.00	\$0.00
ExecuTime Time & Attendance - Up to 500 Employees	\$28,160.00	\$1,408.00	\$26,752.00	\$5,632.00	\$5,632.00	\$0.00
Human Resources & Talent Management	\$18,100.00	\$905.00	\$17,195.00	\$3,258.00	\$3,258.00	\$0.00
Payroll w/ESS	\$23,500.00	\$1,175.00	\$22,325.00	\$4,230.00	\$4,230.00	\$0.00
Recruiting	\$5,500.00	\$275.00	\$5,225.00	\$990.00	\$990.00	\$0.00
<b>Revenue:</b>						
Accounts Receivable	\$11,000.00	\$550.00	\$10,450.00	\$1,980.00	\$1,980.00	\$0.00
Central Property File	\$2,750.00	\$138.00	\$2,612.00	\$688.00	\$688.00	\$0.00
General Billing	\$5,000.00	\$250.00	\$4,750.00	\$900.00	\$900.00	\$0.00
Tyler Cashiering	\$21,000.00	\$1,050.00	\$19,950.00	\$3,780.00	\$3,780.00	\$0.00
UB Interface	\$8,250.00	\$413.00	\$7,837.00	\$1,485.00	\$1,485.00	\$0.00

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
UB Special Assessments	\$10,000.00	\$500.00	\$9,500.00	\$1,800.00	\$1,800.00	\$0.00
Utility Billing CIS	\$23,000.00	\$1,150.00	\$21,850.00	\$4,140.00	\$4,140.00	\$0.00
<b>Productivity:</b>						
Citizen Self Service	\$11,000.00	\$550.00	\$10,450.00	\$1,980.00	\$1,980.00	\$0.00
eProcurement	\$10,000.00	\$500.00	\$9,500.00	\$1,800.00	\$1,800.00	\$0.00
Munis Analytics & Reporting	\$15,400.00	\$0.00	\$15,400.00	\$2,772.00	\$2,772.00	\$0.00
Tyler Content Manager SE	\$20,000.00	\$1,000.00	\$19,000.00	\$3,600.00	\$3,600.00	\$0.00
Tyler Forms Processing	\$9,500.00	\$0.00	\$9,500.00	\$1,900.00	\$1,900.00	\$0.00
<b>Additional:</b>						
Asset Maintenance (50)	\$75,000.00	\$3,750.00	\$71,250.00	\$15,000.00	\$15,000.00	\$0.00
CAFR Statement Builder	\$13,750.00	\$688.00	\$13,062.00	\$2,475.00	\$2,475.00	\$0.00
EnerGov Citizen Self Service - LRM	\$11,200.00	\$11,200.00	\$0.00	\$2,240.00	\$2,240.00	\$0.00
EnerGov Citizen Self Service - PLM	\$11,200.00	\$560.00	\$10,640.00	\$2,240.00	\$2,240.00	\$0.00
EnerGov e-Reviews	\$21,000.00	\$1,050.00	\$19,950.00	\$4,200.00	\$4,200.00	\$0.00
EnerGov iG Workforce Apps (8)	\$5,600.00	\$280.00	\$5,320.00	\$1,120.00	\$1,120.00	\$0.00
EnerGov Licensing & Regulatory Management Suite (5)	\$10,500.00	\$525.00	\$9,975.00	\$2,100.00	\$2,100.00	\$0.00
EnerGov Permitting & Land Management Suite (20)	\$42,000.00	\$2,100.00	\$39,900.00	\$8,400.00	\$8,400.00	\$0.00
EnerGov Report Toolkit	\$2,800.00	\$140.00	\$2,660.00	\$560.00	\$560.00	\$0.00
Overall Software Discount	-\$30,000.00	\$0.00	-\$30,000.00	\$0.00	\$0.00	\$0.00
Tyler GIS (75)	\$37,500.00	\$1,875.00	\$35,625.00	\$7,500.00	\$7,500.00	\$0.00
Tyler Incident Management	\$8,500.00	\$425.00	\$8,075.00	\$1,700.00	\$1,700.00	\$0.00
<b>TOTAL:</b>	<b>\$599,605.00</b>	<b>\$40,881.00</b>	<b>\$558,724.00</b>	<b>\$119,300.00</b>	<b>\$119,300.00</b>	<b>\$0.00</b>



## Comments

Tyler's OSDBA Service/Tyler System Management Services is calculated at 25% of the Munis annual maintenance. There is a \$2,500 minimum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the Munis annual maintenance. There is a \$5,000 minimum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live Munis database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

## Comments

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, 1099 R, ACA 1095B and ACA 1095C.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The Munis Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

In the event a self-hosted customer opts to enroll as a beneficiary under Tyler's source code escrow agreement, Tyler will provide the paperwork required for enrollment. That self-hosted customer will be billed, on an annual basis, directly by Tyler's escrow agent, and all such fees must be paid directly to that escrow agent. Rates for subsequent years are subject to change at the discretion of Tyler's escrow agent.

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

LRM Forms Library Includes: 1 Licensing - Business License, 1 Licensing - Business License Renewal, 1 Licensing - Business License Delinquent, 1 Licensing - Profession License, 1 Licensing - Profession License Renewal, 1 Licensing - Profession License Delinquent.

PLM Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.

Accounting/GL includes Accounts Payable and Budgeting.



## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

### 1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 25% on the date when we make the applicable Tyler Software available to you for downloading; (c) 25% on the date the applicable Tyler Software is installed\*, and (d) 25% on the earlier of use of the Tyler Software in live production or 180 days after the date the applicable Tyler Software is installed.

\*The Client agrees that it shall have all necessary personnel and hardware available for Tyler to install the applicable Tyler Software within thirty (30) after the Effective Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived for one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that one (1) year anniversary of the Effective Date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. The foregoing notwithstanding, increases to your annual maintenance and support fees will be limited as shown below:

Year	Increase Limit
2	Five percent (5%) increase over the amounts listed in the Investment Summary for Year 1 Maintenance Fees before discount
3	Five percent (5%) over the prior year fees
4	Five percent (5%) over the prior year fees
5	Five percent (5%) over the prior year fees
6	Five percent (5%) over the prior year fees
7	Five percent (5%) over the prior year fees
8	Five percent (5%) over the prior year fees
9	Five percent (5%) over the prior year fees
10	Five percent (5%) over the prior year fees

### 2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in



the Investment Summary.

- 2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, and if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4 *Requested Modifications to the Tyler Software*: INTENTIONALLY OMITTED.
- 2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due forty five (45) days after delivery of the Implementation Planning document.
- 2.6 *Change Management Services*: INTENTIONALLY OMITTED.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: INTENTIONALLY OMITTED.
- 3.2 *Third Party Software Maintenance*: INTENTIONALLY OMITTED.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided as reasonably requested.
5. Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date, but in no event later than forty-five (45) days after the date the invoice has been delivered. We prefer to receive payments electronically. Our electronic payment information is:
- |              |   |
|--------------|---|
| Bank:        | Wells Fargo Bank, N.A.<br>420 Montgomery<br>San Francisco, CA 94104 |
| ABA:         | 121000248   |
| Account:     | 4124302472  |
| Beneficiary: | Tyler Technologies, Inc. – Operating                                |
6. Method of Payment. The invoice for payment must specify the correct amount due; the software or products delivered, expenses incurred and/or services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the



Agreement.



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

##### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

##### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.



## 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

## 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## **Exhibit C**

### **Maintenance and Support Agreement**

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within forty five (45) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, and make reasonable efforts to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of



connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. **Hardware and Other Systems.** If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.

6. **Other Excluded Services.** Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be quoted by us, and then billed to you on a cost not-to-exceed time and materials basis in accordance with the quoted price. You must request those services with at least one (1) weeks' advance notice.

7. **Current Support Call Process.** Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



**Exhibit C  
Schedule 1  
Support Call Process**

**Support Channels**

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

*Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

**Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. For clarification purposes, Tyler support will be available to Client at least from 8 AM to 5 PM (Monday-Friday) Mountain Time. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



## Issue Handling

### *Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.



Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

### *Incident Escalation*

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

### *Remote Support Tool*

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**  
**DocOrigin End User License Agreement**

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DocOrigin

SOFTWARE LICENSE

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IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

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- 1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.
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- 1.3** **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to download and install a copy of the Software from [www.docorigin.com](http://www.docorigin.com) on a single machine and



use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by OF Software, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.
  - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
  - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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- 3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website [www.docorigin.com](http://www.docorigin.com). Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. OF Software Ltd. reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.
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In certain jurisdictions some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

## 6. LIMITATIONS OF LIABILITY.

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- 7.2 OF Software Ltd. may terminate this Agreement in the event of any breach by You if such breach has not been cured within five (5) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to OF Software Ltd. or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to OF Software Ltd. or its distributor.
- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within five (5) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to OF Software Ltd.

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- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue.** This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

**8.5 Entire Agreement.** This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website [www.docorigin.com](http://www.docorigin.com).

**Last Updated: [July 18 2013]**



**Exhibit E**  
**Statement of Work**

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# Statement of Work

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*Tyler Technologies*

## Prepared for:

**City of Casper, WY**

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## Prepared by:

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# 1 Executive Summary

## 1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of Casper, WY the opportunity to make City of Casper, WY more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

## 1.2 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	<b>Financials &amp; Revenue</b>	<ul style="list-style-type: none"> <li>• Accounting General Ledger</li> <li>• Bid Management</li> <li>• Cash Management</li> <li>• Project &amp; Grant Accounting</li> <li>• Budgeting</li> <li>• Requisitions</li> <li>• Purchasing</li> <li>• eProcurement</li> <li>• Contract Management</li> <li>• Accounts Payable</li> <li>• Inventory</li> <li>• Quatred Inventory Scanning</li> <li>• Capital Assets</li> <li>• CAFR Statement Builder</li> </ul>	Sep 2018	Jul 2019
	<b>System Wide</b>	<ul style="list-style-type: none"> <li>• Munis Analytics &amp; Reporting                             <ul style="list-style-type: none"> <li>○ Tyler Reporting Services</li> <li>○ Munis Office</li> <li>○ Role Tailored Dashboard</li> </ul> </li> <li>• Tyler Forms Processing</li> <li>• Tyler Content Manager SE</li> </ul>		

Phase	Functional Areas	Modules	Start Date	Go-Live Date
2	<b>Human Capital Management</b>	<ul style="list-style-type: none"> <li>• Payroll w/Employee Self Service</li> <li>• Human Resources &amp; Talent Management</li> <li>• Recruiting</li> <li>• Employee Expense Reimbursement</li> <li>• ExecuTime Time &amp; Attendance</li> <li>• ExecuTime Advanced Scheduling</li> </ul>	Mar 2019	Jan 2020
3	<b>Revenue</b>	<ul style="list-style-type: none"> <li>• Accounts Receivable</li> <li>• Central Property File</li> <li>• General Billing</li> <li>• Tyler Cashiering</li> <li>• UB Interface</li> <li>• UB Special Assessments</li> <li>• Utility Billing CIS</li> <li>• Citizen Self Service</li> </ul>	Oct 2019	Jul 2020
4	<b>Work Orders</b>	<ul style="list-style-type: none"> <li>• Asset Maintenance</li> </ul>	Oct 2019	Jul 2020
5	<b>EnerGov</b>	<ul style="list-style-type: none"> <li>• EnerGov Citizen Self Service - LRM</li> <li>• EnerGov Citizen Self Service - PLM</li> <li>• EnerGov e-Reviews</li> <li>• EnerGov iG Workforce Apps</li> <li>• EnerGov Licensing &amp; Regulatory Management Suite</li> <li>• EnerGov Permitting &amp; Land Management Suite</li> <li>• EnerGov Report Toolkit</li> <li>• Tyler GIS</li> <li>• Tyler Incident Management</li> </ul>	Jan 2020	Jan 2021

### 1.3 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute’s (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler’s Public Sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet City of Casper, WY’s complexity, and organizational needs.

## 2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and City of Casper, WY collaborate to resolve project challenges according to defined escalation paths. In the event Project Managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and City of Casper, WY steering committee become the escalation points to triage responses prior to escalation to City of Casper, WY and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. City of Casper, WY and Tyler executive sponsors serve as the final escalation point.

### 2.1 Client Governance

Depending on City of Casper, WY's organizational structure and size, the following governance roles may be filled by one or more people:

#### 2.1.1 Client Project Manager

City of Casper, WY's Project Manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. City of Casper, WY Project Manager(s) will be responsible for reporting to City of Casper, WY steering committee and determining appropriate escalation points.

#### 2.1.2 Steering Committee

City of Casper, WY steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees City of Casper, WY Project Manager(s) and the Project as a whole and through participation in regular internal meetings, City of Casper, WY steering committee remains updated on all project progress, project decisions, and achievement of project milestones. City of Casper, WY steering committee also provides support to City of Casper, WY Project Manager(s) by communicating the importance of the Project to all impacted departments. City of Casper, WY steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. City of Casper, WY steering committee also serves as primary level of issue resolution for the Project.

### 2.1.3 Executive Sponsor(s)

City of Casper, WY's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers City of Casper, WY steering committee, Project Manager(s), and Functional Leads to make critical business decisions for City of Casper, WY.

## 2.2 Tyler Governance

### 2.2.1 Tyler Project Manager

The Tyler Project Manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with City of Casper, WY. As requested by City of Casper, WY, the Tyler Project Manager(s) provide regular updates to City of Casper, WY's steering committee and other Tyler governance members.

### 2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler Project Manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager(s) or with City of Casper, WY management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

### 2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

## 2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- City of Casper, WY shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If City of Casper, WY does not provide acceptance or acknowledgement within ten

(10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If City of Casper, WY does not agree the particular Deliverable or Control Point meets requirements, City of Casper, WY shall notify Tyler Project Manager(s), in writing, with reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. City of Casper, WY shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If City of Casper, WY does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 3 Overall Project Assumptions

### 3.1 Project, Resources and Scheduling

- Project activities will begin, as mutually agreed to, after the Agreement has been fully executed.
- City of Casper, WY has the ability allocate additional internal resources if needed.
- City of Casper, WY also ensures the alignment of their budget and Scope expectations.
- City of Casper, WY and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Abbreviated timelines and overlapped Phases can result in project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to City of Casper, WY Project Manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to City of Casper, WY Project Manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City of Casper, WY users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. City of Casper, WY is responsible for making decisions based on the options available.
- In the event City of Casper, WY may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely City of Casper, WY's responsibility to define, document, and implement.
- City of Casper, WY makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- City of Casper, WY will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

### 3.2 Data Conversion

- Tyler provides data schemas for each of the conversions purchased in the contract
- City of Casper, WY will provide file layouts associated with data extract(s)
  - The approved file layout, unless otherwise agreed to, is a fixed length ASCII file layout for each data extract
- City of Casper, WY understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance
- City of Casper, WY is solely responsible to ensure all required data is extracted and provided to Tyler for accurate and complete data population in the Tyler database
- City of Casper, WY understands each Legacy System data extract submitted for conversion includes all associated records in a single file



- City of Casper, WY will utilize a single standard file layout for records containing similar data elements. This allows Tyler to use one set of scripts to move Legacy data into the Tyler database
- City of Casper, WY agrees to produce the needed data extract(s) from the static Legacy System database to Tyler on the specified due date(s)
- At the time the Legacy System data extract(s) are created, City of Casper, WY will either freeze the Legacy System database containing the extracted data or produce reports and detail screen captures using the extracted data to reconcile the converted data within the Tyler solution
- City of Casper, WY agrees to provide resources with in-depth knowledge of the Legacy solutions data and data structure to work collaboratively with Tyler resources to drive the mapping of the data to the Tyler solution(s)
- City of Casper, WY will grant Tyler access to the Legacy System to assist with understanding data relationships to improve the accuracy and quality of the converted data
- Tyler will create one set of scripts to move Legacy System data of similar characteristics to the Tyler database
- City of Casper, WY agrees to provide resources with in-depth knowledge of the Legacy solutions' data to validate the data once populated within the Tyler database
  - Tyler will perform an initial data validation, but it is the responsibility of City of Casper, WY to ensure the quality and accuracy of the data loaded to the Tyler database
- City of Casper, WY and Tyler will work in an iterative process to validate data, correct data, validate, etc. until the data is reasonably sound
- City of Casper, WY may need to correct data scenarios in the Legacy System prior to the final data extract(s) being created
- During Production Cutover, City of Casper, WY may need to manually add or adjust data after data has been loaded into the production database as mutually agreed to prior to the load

### 3.3 Data Exchanges, Modifications, Forms and Reports

- City of Casper, WY ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3<sup>rd</sup> party software or Tyler Standard Data Exchange tools may not be available.
- City of Casper, WY is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Control process.
- City of Casper, WY testing environment contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing
- City of Casper, WY is responsible for verifying the performance of the Modification as defined by the specification



### 3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- City of Casper, WY will provide network access for Tyler modules, printers, and Internet access to all applicable City of Casper, WY and Tyler project staff.
- City of Casper, WY has in place all hardware, software, and technical infrastructure necessary to support the Project.
- City of Casper, WY's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if City of Casper, WY does not meet minimum standards of Tyler's published specifications.

### 3.5 Environments and Databases

- Tyler will establish three (3) software environments and three (3) databases for the Project. The environments will be production, train and test. Each environment will have a corresponding database named the same as the environments; production database, train database and test database
- The test environment will be used by Tyler to build the solution. Tyler will use the test database for testing and reviewing converted data. Tyler will also use the test database to present completed Deliverables to City of Casper, WY for acceptance. Once Deliverables have been accepted, they will be moved to the production and train environments
- The train database will be used by City of Casper, WY for reviewing the converted data, testing, and training
- At Production Cutover the production database will be used for processing daily functions

### 3.6 Education

- Throughout the Project lifecycle, City of Casper, WY provides a training room for Tyler staff to transfer knowledge to City of Casper, WY's resources, for both onsite and remote sessions. City of Casper, WY will provide staff with a location to practice what they have learned without distraction. If Phases overlap, City of Casper, WY will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. City of Casper, WY determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- City of Casper, WY provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City of Casper, WY provided projector, allowing all attendees the ability to actively engage in the training session.
- Tyler is responsible for providing formal training on all functional areas of the software to City of Casper, WY's designated Power Users. City of Casper, WY will designate up to fifteen (20) Power Users for any specific class. The Power Users will vary based on agenda topics and area of the assessment office that the class pertains to. Power Users will then be empowered with the knowledge to conduct training to City of Casper, WY End Users. In addition, informal education will occur leading up to the formal training sessions. Every time Tyler resources work with City of

Casper, WY staff to demonstrate a specific function/feature/executable with City of Casper, WY is an opportunity to better understand and appreciate the Tyler solution

- Tyler will conduct one (1) formal training session for each of the functional areas of the software. The functional areas covered will allow City of Casper, WY to utilize the software. City of Casper, WY is responsible for assigning the appropriate Power Users to attend these sessions
- Tyler follows a train-the-trainer approach to allow City of Casper, WY Power Users attending the sessions to disseminate the knowledge being learned during Tyler lead sessions to other City of Casper, WY users
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

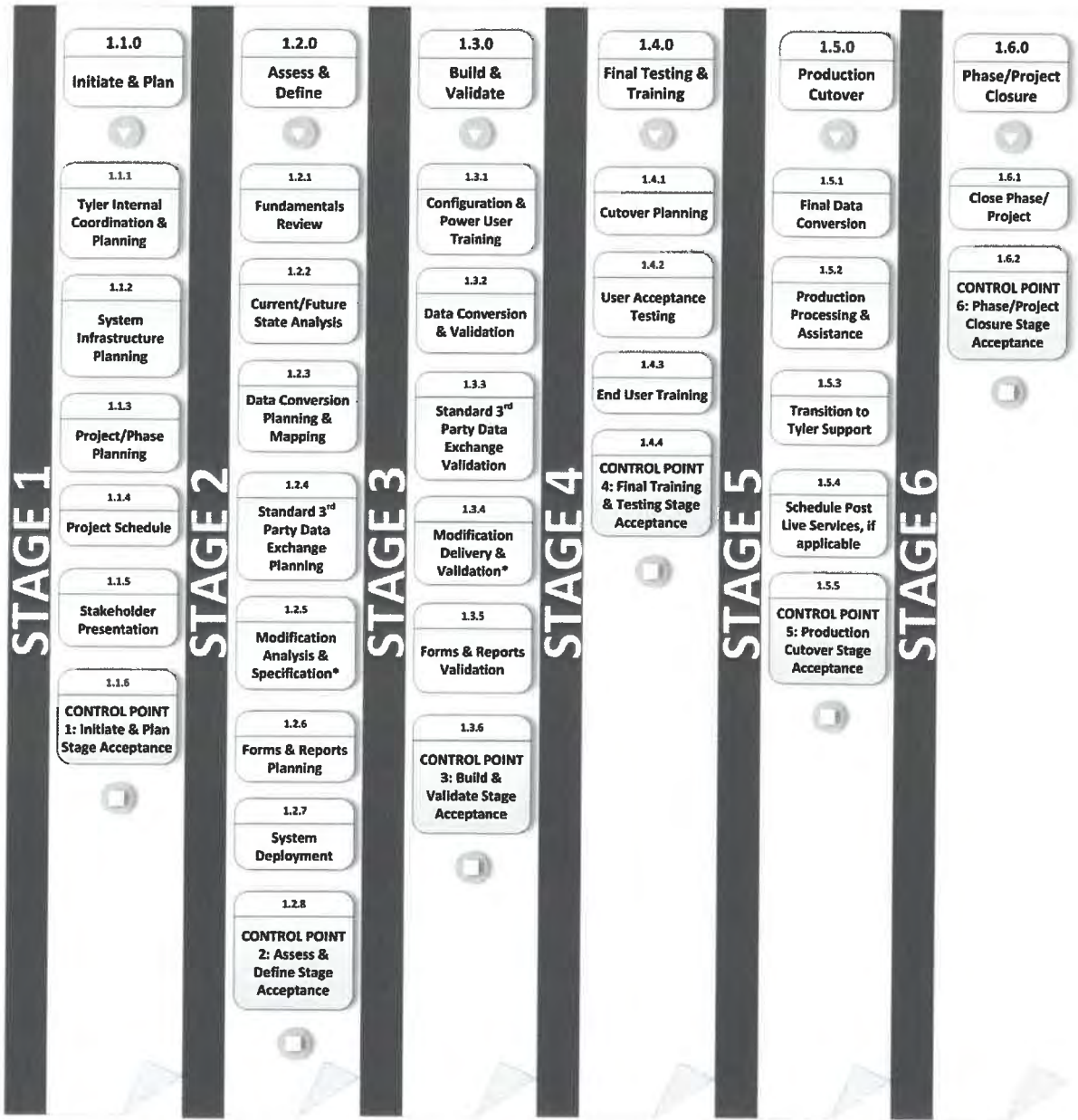
### 3.7 Assumption Mitigation

- In the event that any assumptions are not met or prove to be invalid the parties agree to work in good faith to mitigate any resulting issues

## 4 Implementation Stages

### 4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



\* - If included in project scope

## 4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City of Casper, WY and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City of Casper, WY participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

### 4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides City of Casper, WY with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City of Casper, WY participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with City of Casper, WY's team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler Project Manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

## 4.2.2 System Infrastructure Planning

City of Casper, WY provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at City of Casper, WY's site. City of Casper, WY completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
TASKS	TYLER								CLIENT											
	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		



### 4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City of Casper, WY and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

## 4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
TASKS	TYLER							CLIENT												
	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule	A	R	I							I	I	C	I	I						
Deliver Project Plan and schedule for Project Phase	A	R	I							I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I



## 4.2.5 Stakeholder Presentation

City of Casper, WY stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

## 4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
  - Objective: Update and deliver baseline management plans to reflect the approach to City of Casper, WY's Project.
  - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
  - Acceptance criteria: City of Casper, WY reviews and acknowledges Implementation Management Plan
- Project Plan/Schedule
  - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
  - Scope: Task list, assignments and due dates
  - Acceptance criteria: City of Casper, WY acceptance of schedule based on City of Casper, WY resource availability and Project budget and goals.

### 4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

### 4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City of Casper, WY business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City of Casper, WY collaboration. City of Casper, WY shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

#### 4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER								CLIENT											
	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
TASKS																				
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I					I
Complete fundamentals materials review and prerequisites			I								A	R			I					C
Ensure all scheduled attendees are present			I	I						A	R	C		I						
Facilitate fundamentals review			A	R								I	I		I					

### 4.3.2 Current/Future State Analysis

City of Casper, WY and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
TASKS	TYLER							CLIENT												
	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to City of Casper, WY, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

### 4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from City of Casper, WY's Legacy System Applications to the Tyler system. Tyler staff and City of Casper, WY work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
TASKS	TYLER							CLIENT												
	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

### 4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler’s responsibility to ensure the Tyler programs operate correctly. It is City of Casper, WY’s responsibility to ensure the third party program operates or accesses the data correctly.

City of Casper, WY and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3 <sup>rd</sup> Party Data Exchange Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C							A	C		C				R		



### 4.3.5 Customization Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. City of Casper, WY reviews the specifications and confirms they meet City of Casper, WY’s needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler’s intention is to minimize Customizations by using Standard functionality within the Application, which may require a City of Casper, WY business process change. It is the responsibility of City of Casper, WY to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City of Casper, WY approval) for contracted program Customizations. Upon approval, Tyler will make the agreed upon Customizations to the respective program(s). Once the Customizations have been delivered, City of Casper, WY will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Customization Analysis & Specification, if contracted																			
TASKS	TYLER								CLIENT											
	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted custom program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

### 4.3.6 Forms & Reports Planning

City of Casper, WY and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Customization(s). Items not included in the Agreement could be either City of Casper, WY-developed Reports or a newly discovered Customization that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule	A	R	I			C						C	I		I			I		



### 4.3.7 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2		System Deployment																			
		TYLER							CLIENT												
TASKS		Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I						R				I						C		
Ensure platform operates as expected	A		I						R				I						C		

## 4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
  - Objective: Gather and document information related to City of Casper, WY business processes for current/future state analysis as it relates to Tyler approach/solution.
  - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
  - Acceptance criteria: City of Casper, WY acceptance of completed Questionnaire based on thoroughness of capturing all City of Casper, WY business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
  - Objective: Define data conversion approach and strategy
  - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
  - Acceptance criteria: Data conversion document(s) delivered to City of Casper, WY, reflecting complete and accurate conversion decisions.
- Customization specification documents, if contracted
  - Objective: Provide comprehensive outline of identified gaps, and how the custom program meets City of Casper, WY's needs
  - Scope: Design solution for Customization
  - Acceptance criteria: City of Casper, WY accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements
- Completed Forms options and/or packages
  - Objective: Provide specifications for each City of Casper, WY in Scope form, Report and output requirements
  - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
  - Acceptance criteria: Identify Forms choices and receive supporting documentation
- Installation checklist
  - Objective: Installation of purchased Tyler software
  - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless City of Casper, WY is hosted.
  - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City of Casper, WY team members are trained on applicable system administration tasks.

### 4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed

- Fundamentals review is complete
- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

## 4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with City of Casper, WY's needs identified during the Assess and Define Stage, preparing City of Casper, WY for Final Testing and Training.

### 4.4.1 Configuration & Power User Training

Tyler staff collaborates with City of Casper, WY to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train City of Casper, WY Power Users to prepare them for the Validation of the software. City of Casper, WY collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Perform configuration			A	R								I	R		I						
Power User process and Validation training			A	R								I	C	I	C					I	
Validate configuration			I	C								A	C		R			C			

## 4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from City of Casper, WY, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, City of Casper, WY reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with City of Casper, WY to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R														C	
Complete initial review of data errors		A	I	C	R							I	I						C	
Review data conversion and submit needed corrections			I	C	I							A	C		R				C	
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C				C	

### 4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and City of Casper, WY tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 <sup>rd</sup> Party Data Exchange Validation																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 <sup>rd</sup> Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 <sup>rd</sup> party Data Exchange(s)			I	C								A	C	I	R			C		

#### 4.4.4 Customization Delivery & Validation, if contracted

Tyler delivers in Scope Customization(s) to City of Casper, WY for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Customization Delivery & Validation, if contracted																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted custom program(s)		A	I	C	I		R					I	C	I	C				I	C
Test contracted custom program(s) in isolated database			I	C			C					A	C		R				C	
Report discrepancies between specification and delivered contracted custom program(s)			I	I			I					A	R		C				C	
Make corrections to contracted custom program(s) as required		A	I	C	I		R					I	C		C				I	



## 4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and City of Casper, WY tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																			
TASKS	TYLER								CLIENT											
	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report Training			A	R								I	C		C					
Test Standard Forms & Reports			I	C		C						A	C		R			C		



## 4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
  - Objective: Convert Legacy System data into Tyler system
  - Scope: Data conversion program complete; deliver converted data for review
  - Acceptance criteria: Initial error log available for review
- Data conversion verification document
  - Objective: Provide instructions to City of Casper, WY to verify converted data for accuracy
  - Scope: Provide self-guided instructions to verify specific data components in Tyler system
  - Acceptance criteria: City of Casper, WY accepts data conversion delivery; City of Casper, WY completes data issues log
- Installation of Customizations on City of Casper, WY's server(s) \*except for hosted Clients
  - Objective: Deliver Customization(s) in Tyler software
  - Scope: Program for Customization is complete and available in Tyler software, Customization testing
  - Acceptance criteria: Delivery of Customization(s) results in objectives described in City of Casper, WY-signed specification.
- Standard Forms & Reports Delivered
  - Objective: Provide Standard Forms & Reports for review
  - Scope: Installation of all Standard Forms & Reports included in the Agreement
  - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

### 4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3<sup>rd</sup> party Data Exchange training provided
- Customizations delivered and available for testing in Stage 4
- City of Casper, WY and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

## 4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and City of Casper, WY review the final Cutover plan. A critical Project success factor is City of Casper, WY understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

### 4.5.1 Cutover Planning

City of Casper, WY and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare City of Casper, WY for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

## 4.5.2 User Acceptance Testing (UAT)

City of Casper, WY performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4		User Acceptance Testing (UAT)																				
		TYLER							CLIENT													
TASKS		Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Deliver Test Plan for User Acceptance Testing			A	R	C								I	I								
Perform User Acceptance Testing				I	C							A	R	C	C	C	I	I	C	I		
Accept custom program(s), if applicable				I	I			I				A	R	C	I	C			C			
Validate Report performance				I	C		C						A	C		R			C			

### 4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City of Casper, WY processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City of Casper, WY users who attended the Tyler sessions may train any City of Casper, WY users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

## 4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
  - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
  - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
  - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates
- User Acceptance Test Plan
  - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
  - Scope: Testing steps for Standard business processes.
  - Acceptance criteria: Testing steps have been provided for Standard business processes.

### 4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Customization(s) tested and accepted, if applicable
- Standard 3<sup>rd</sup> party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

## 4.6 Production Cutover (Stage 5)

City of Casper, WY and Tyler resources complete tasks as outlined in the Production Cutover Plan and City of Casper, WY begins processing day-to-day business transactions in the Tyler software. Following production Cutover, City of Casper, WY transitions to the Tyler support team for ongoing support of the Application.

### 4.6.1 Final Data Conversion, if applicable

City of Casper, WY provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. City of Casper, WY may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C	I							I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I	I								A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I				C	
Validate final pass of data			I	C	C						I	A	C		R				C	
Load final conversion pass to Production environment			I	I							I	A	C	I	C				R	

## 4.6.2 Production Processing & Assistance

Tyler staff collaborates with City of Casper, WY during Production Cutover activities. City of Casper, WY transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5		Production Processing & Assistance																			
		TYLER							CLIENT												
TASKS		Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
	Production processing				C	C						I	I	A	R	R	R	R	R	R	I
Provide production assistance				A	R				C				I	C	C	C	C	C	C		



### 4.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce City of Casper, WY to the Tyler Support team, who provides City of Casper, WY with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R			C	C	C	C	I	I	C	I	I	



#### 4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager(s) collaborate with City of Casper, WY Project Manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5		Schedule Post-Production Services, if applicable																				
		TYLER							CLIENT													
TASKS		Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
	Identify topics for post-production services				C	C								A	R	I	C					I
Schedule services for post-production topics		A	R	I									C	C	I	C					I	

## 4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

### 4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
  - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
  - Scope: Final passes of all conversions completed in this Phase
  - Acceptance criteria: Data is available in production environment
- Support transition documents
  - Objective: Define strategy for on-going Tyler support
  - Scope: Define support strategy for day-to-day processing, conference call with City of Casper, WY Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
  - Acceptance criteria: City of Casper, WY receives tools to contact support and understands proper support procedures.

### 4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler support is completed
- Post-live services have been scheduled, if applicable

## 4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. City of Casper, WY moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

### 4.7.1 Close Phase/Project

City of Casper, WY and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with City of Casper, WY Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Management	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

## 4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

### 4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
  - Objective: Provide comparison of contract Scope and Project budget
  - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
  - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

### 4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

## 5 Roles and Responsibilities

### 5.1 Tyler Roles and Responsibilities

Tyler assigns Project Manager(s) prior to the start of each Phase of the Project. The Project Manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

#### 5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the project Deliverables to align with satisfying City of Casper, WY's overall organizational strategy
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions
- Acts as the counterpart to City of Casper, WY's executive sponsor

#### 5.1.2 Tyler Implementation Management

- Acts as the counterpart to City of Casper, WY steering committee.
- Assigns initial Tyler project personnel
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process
- Attends City of Casper, WY steering committee meetings as necessary
- Provides support for the project team
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives

#### 5.1.3 Tyler Project Manager

The Tyler Project Manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
  - Validates contract compliance throughout the Project
  - Ensures Deliverables meet contract requirements
  - Acts as primary point of contact for all contract and invoicing questions
  - Prepares and presents contract milestone sign-offs for acceptance by City of Casper, WY Project Manager(s)
  - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning

- Update and deliver Implementation Management Plan
- Defines project tasks and resource requirements
- Develops initial project schedule and full scale Project Plan
- Collaborates with City of Casper, WY Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
  - Tightly manages Scope and budget of Project; establishes process and approval matrix with City of Casper, WY to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
  - Establishes and manages a schedule and resource plan that properly supports the Project Plan as a whole that is also in balance with Scope/budget
  - Establishes risk/issue tracking/reporting process between City of Casper, WY and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to City of Casper, WY any items that may impact the outcomes of the Project
  - Collaborates with City of Casper, WY's Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
  - Sets a routine communication plan that will aide all project team members, of both City of Casper, WY and Tyler, in understanding the goals, objectives, current status and health of the project
- Team Management
  - Acts as liaison between project team and Tyler manager(s)
  - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing
  - Provides direction and support to project team
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover checklist
  - Assesses team performance and adjusts as necessary
  - Interfaces closely with Tyler developers to coordinate program Modification activities
  - Coordinates with in Scope 3<sup>rd</sup> party providers to align activities with ongoing project tasks

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on site services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with City of Casper, WY following configuration
- Assists during Production Cutover process and provides production support until City of Casper, WY transitions to Tyler Support
- Provides product related education

- Effectively facilitates training sessions and discussions with City of Casper, WY and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and City of Casper, WY's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action

### 5.1.5 Tyler Sales

- Provide sales background information to Implementation during project initiation
- Support Sales transition to Implementation
- Provide historical information, as needed, throughout implementation

### 5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates defects to Tyler Development
- Communicates with City of Casper, WY on the status and resolution of reported issues

## 5.2 City of Casper, WY Roles and Responsibilities

City of Casper, WY resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

### 5.2.1 City of Casper, WY Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy
- Champions the project at the executive level to secure buy-in
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at City of Casper, WY steering committee level as part of the escalation process
- Actively participates in organizational change communications

### 5.2.2 City of Casper, WY Steering Committee

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled steering committee meetings
- Provides support for the project team



- Assists with communicating key project messages throughout the organization
- Prioritizes the project within the organization
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - project Goals
  - City of Casper, WY Policies

### 5.2.3 City of Casper, WY Project Manager

City of Casper, WY shall assign Project Manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When City of Casper, WY Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City of Casper, WY to participate in discussions and make decisions in a timely fashion to avoid project delays.

- Contract Management
  - Validates contract compliance throughout the project
  - Ensures invoicing and Deliverables meet contract requirements
  - Acts as primary point of contact for all contract and invoicing questions
  - Signs off on contract milestone acknowledgment documents
  - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
  - Review and acknowledge Implementation Management Plan
  - Defines project tasks and resource requirements for County project team
  - Collaborates in the development and approval of the initial Project Plan and Project Plan
  - Collaborates with Tyler Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
  - Tightly manages project budget and Scope and collaborates with Tyler Project Manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
  - Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the project Plan, as a whole, that is also in balance with Scope/budget
  - Collaborates with Tyler Project Manager(s) to establishes risk/issue tracking/reporting process between City of Casper, WY and Tyler and takes all necessary steps to proactively



- mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the project
- Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
- Routinely communicates with both City of Casper, WY staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members
- Team Management
  - Acts as liaison between project team and stakeholders
  - Identifies and coordinates all City of Casper, WY resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices
  - Provides direction and support to project team
  - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
  - Manages the appropriate assignment and timely completion of tasks as defined in the project plan, task list, and production cutover checklist
  - Assesses team performance and takes corrective action, if needed
  - Provides guidance to City of Casper, WY technical teams to ensure appropriate response and collaboration with Tyler technical support teams to ensure timely response and appropriate resolution
  - Coordinates in Scope 3<sup>rd</sup> party providers to align activities with ongoing project tasks

## 5.2.4 City of Casper, WY Functional Leads

- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City of Casper, WY Project Manager
- Prepares and Validates Forms
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Presentation
  - Implementation Management Plan development
  - Schedule development

- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler project team
- Coordination of City of Casper, WY resources
- Attendance at scheduled sessions
- Change Management activities
- Customization specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

### 5.2.5 City of Casper, WY Power Users

- Participate in project activities as required by the project team and Project Manager(s)
- Provide subject matter expertise on City of Casper, WY business processes and requirements
- Act as subject matter experts and attend current/future state and validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to City of Casper, WY staff during and after implementation

### 5.2.6 City of Casper, WY End Users

- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Utilize software to perform job functions at and beyond Production Cutover

### 5.2.7 City of Casper, WY Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from City of Casper, WY's Legacy System per the conversion schedule set forth in the Project Plan
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for City of Casper, WY 3<sup>rd</sup> party Data Exchanges.

- Develops or assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment as needed

### 5.2.8 City of Casper, WY Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps
- Becomes familiar with Tyler's releases and updates
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage City of Casper, WY's Software Upgrade process
- Assists with the Software Upgrade process during implementation
- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with City of Casper, WY and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade production environment

### 5.2.9 City of Casper, WY project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets
- Validates completion of required assignments using toolsets

### 5.2.10 City of Casper, WY Change Management Lead

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the project changes
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

## 6 Glossary

Word or Term	Definition
<b>Accountable</b>	The person who is ultimately accountable for decisions being made on a task.
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
<b>Build Blueprint</b>	A document recording future state decisions intended to allow Tyler to satisfy business needs/requirements during the Build & Validate Stage through configuration and setups to develop the final solution. A means for City of Casper, WY to Validate what was agreed to be in Scope has been Delivered.
<b>Business Requirements Document</b>	A specification document used to describe City of Casper, WY requirements not available through Tyler software functionality, which will lead to a Modification with City of Casper, WY acceptance.
<b>Change Control</b>	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
<b>Change Management</b>	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
<b>Consulted</b>	Anyone who must be consulted with prior to a decision being made and/or the task being completed
<b>Consumables</b>	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
<b>Control Point</b>	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
<b>Data Exchange</b>	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
<b>Data Mapping</b>	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
<b>Deliverable</b>	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
<b>End User</b>	The person for whom the software is designed to use on a day-to-day basis.

<b>Forms</b>	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
<b>Imports and Exports</b>	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
<b>Informed</b>	Anyone who will be updated when decisions are made or a task is completed.
<b>Install</b>	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
<b>Interface</b>	A real-time or automated exchange of data between two systems.
<b>Legacy System</b>	The system from which a client is converting.
<b>Modification</b>	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
<b>Peripherals</b>	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
<b>Phase</b>	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager and Tyler project team or different individuals assigned.
<b>Power User</b>	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
<b>Production Cutover</b>	City of Casper, WY is using the Tyler software to conduct daily operations.
<b>Project</b>	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
<b>Project Plan</b>	The Project Plan serves as the master roadmap for the Project. The Project Plan will be the detailed task list of the essential activities to be performed to complete the Project. Each activity will have owner(s), participant(s) if applicable, start date, and due dates. The Project Plan is a living document and will be updated quarterly with the detailed tasks for the next future quarter; only high level tasks with rough timeframes will be plotted out beyond this.



<b>Project Planning Meeting</b>	Occurs during the Plan & Initiate Stage to coordinate with the Client Project Manager to discuss Scope, information needed for project scheduling and resources.
<b>RACI</b>	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
<b>Reports</b>	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
<b>Responsible</b>	The person who will be completing the task.
<b>Scope</b>	Products and services that are included in the Agreement.
<b>Software Upgrade</b>	References the act of updating software files to a newer software release.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
<b>Stakeholder Presentation</b>	Representatives of the Tyler implementation team will meet with key client representatives to present high level project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
<b>Standard</b>	Included in the base software (out of the box) package.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining project -specific activities and Deliverables Tyler will provide to the client.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

## 7 Conversion Summary

### 7.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

### 7.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

### 7.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

### 7.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

### 7.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check

### 7.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice

### 7.7 Work Order – Work Order Asset

- Asset Maintenance tables for all work order asset types. These tables contain the detail of the asset based on the type e.g. Equipment, infrastructure, fleet etc.

## 7.8 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

## 7.9 EnerGov Licensing & Regulatory Management

- Includes the following modules: Cashier (Invoice & Payment/Reversal transactions), Contacts (Name & Address), Business (Name and Address), Business License, Tax Remittance, Professional License with Certifications and the respective Inspection records. NOTE: This does not cover attachments. Business License includes Business, License Type, Classification, Status, Description, Year, District, Issued By, Date, Parcel, Address, Contacts, Notes, Fees, Activities and Additional Info. Tax Remittance includes Business, Type, Status, Description, District, Date, Parcel, Address, Contacts, Notes, Invoices, Additional Info and Payments. Professional License includes Contact with Certifications, License Type, Classification, Status, Description, District, Issued By, Dates, Parcel, Addresses, Contact, Notes, Fees and Additional Info.

## 7.10 EnerGov Permitting & Land Management

- Includes the following modules: Cashier (Invoice & Payment/Reversal transactions), Contacts (Name & Address), Permit, Plan, Projects, Notes and the respective Inspection records. Permit includes Permit type, Work Class, Status, District, Square Feet, Valuation, Description, Dates, Parcel, Addresses, Zones, Contacts, Notes, Activities, Fees, and Additional Information (Custom Fields). Plan includes Plan Type, Work class, Status, Description, District, Assigned To, Square Feet, Valuation, Dates, Parcels, Address, Zones, Contacts, Notes, Activities, Fees, Holds and Additional Info. Projects includes Project Type, Name, Status, District, Description, Date, Parcel, Address, Contacts, Notes, Fees, Holds and Additional Information. Inspections include Inspection Type, Status, Dates, Checklist, Address, Notes, Inspectors, Parcel, Contacts, Fees and Additional Information.

## 7.11 General Billing CID

- Customer information

## 7.12 Inventory Master

- General master data includes item, description, commodity code, purchase vendor and date, date received, GL information, hazard code, etc. Location master includes item, location, bin, various quantities (on-hand, last, committed, standard purchase, re-order), lead time; count, count date, and variance; GL information; plus many accumulator buckets (MTD/YTD/SOY/SOM/LY received /issued /adjusted /cost /value), etc. FIFO data includes item, location, date, qty-received, unit cost, and quantity on hand.



## 7.13 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

## 7.14 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

## 7.15 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history

## 7.16 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

## 7.17 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

## 7.18 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

## 7.19 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states

## 7.20 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

## 7.21 Utility Billing

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

## 7.22 Utility Billing –Backflow

- Account information, backflow device information, backflow type, and backflow violations

## 7.23 Utility Billing –Balance Forward AR

- Total balance due on the account, or by charge code
- If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code

## 7.24 Utility Billing –Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes

## 7.25 Utility Billing –Service Orders

- Service Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

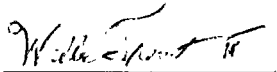
## 7.26 Utility Billing –Services

- Service data for each account including service codes, status, type, factor, condo units, bill cycle codes, budget information, winter usage, meter readings( current and previous), meter usage (current and previous), sales tax information

APPROVAL AS TO FORM

I have reviewed the attached *License and Services Agreement* between Tyler Technologies and the City of Casper, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: July 24, 2018.

  
\_\_\_\_\_  
Wallace Trembath III  
Assistant City Attorney

RESOLUTION NO.18-159

A RESOLUTION AUTHORIZING A CONTRACT WITH TYLER TECHNOLOGIES INC., FOR THE PROVISION OF SOFTWARE LICENSING AND RELATED SERVICES.

WHEREAS, the City of Casper desires to license the software and procure professional services and miscellaneous hardware to install and configure the software application; and,

WHEREAS, Tyler Technologies Inc., is able and willing to provide said services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Tyler Technologies Inc., for services related to the licensing, installation, and configuration of the software application and miscellaneous hardware, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract in an amount not to exceed One Million Three Hundred Eighty-Three Thousand Four Hundred and Thirty Two Dollars (\$1,383,432), and also that the City Manager is authorized to purchase necessary equipment for this project in an amount not to exceed Fifty Thousand Dollars (\$50,000) for a total authorized amount of One Million Four Hundred Thirty-Three Thousand Four Hundred Thirty-Two Dollars (\$1,433,432).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:




ATTEST:


\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

June 28, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Bruce Martin, Public Utilities Manager  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing Amendment No. 1 to the contract for professional services with Civil Engineering Professionals, Inc., in the amount of \$46,000, for additional Easement Acquisition, Engineering Design Services and Construction Administration for the East Casper Zone III Water System Improvements Project, No. 13-38

Meeting Type & Date:

Regular Council Meeting  
August 7, 2018

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize Amendment No. 1 to the contract for professional services with Civil Engineering Professionals, Inc. (CEPI), in the amount of \$46,000, for additional easement acquisition, engineering design services, and construction administration for the East Casper Zone III Water System Improvements Project, No. 13-38.

Summary:

CEPI is under contract for easement acquisition, engineering design services, and construction administration related to the improvements for the East Casper Zone III Water System Improvements Project, No. 13-38. The project includes a new pump station near the existing Manor Heights water storage tanks, a new water storage tank located north of Southeast Wyoming Boulevard, and approximately 23,700 linear feet of 16-inch water transmission mains.

Amendment No. 1 is necessary for additional work related to the SCADA design modifications as requested by City Staff, in the amount of \$10,000, additional design and WDEQ permitting for the inclusion of a remote chlorination system for the new water storage tank as requested by City staff, in the amount of \$6,500, additional design and construction administration in relation to the Ranch Road access redesign as requested by landowners during easement negotiations in the amount of \$2,000, and additional construction administration and inspection associated with the extended construction timeline of six and a half (6.5) weeks in the amount of \$27,500, for a total of \$46,000.

Financial Considerations:

Funding for Amendment No. 1 will be 67% from the WWDC grant and 33% from City of Casper Water Fund Reserves for the additional construction administration/inspection, and \$1,742 for the SCADA design modifications from remaining eligible funds from the WWDC grant. The remaining

items are not eligible for WWDC grant reimbursement and shall be funded from City of Casper Water Fund Reserves. In total, Amendment No. 1 portions shall be \$25,835 from the City of Casper Water Fund Reserves and \$20,165 from the WWDC grant, for a total of \$46,000.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Amendment No. 1

Resolution

CEPI letter dated June 7, 2018

CEPI letter dated June 29, 2018

**AMENDMENT NO. 1 TO THE CONTRACT  
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Civil Engineering Professionals, Inc. (CEPI) (“Consultant”), 6080 Enterprise Drive, Casper, Wyoming, 82609.

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

**RECITALS**

A. On December 2, 2014, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for the East Casper Zone III Water System Improvements, Project No. 13-38.

B. The project requires additional professional services for the East Casper Zone III Water System Improvements, Project No. 13-38.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

**1. INCORPORATION OF RECITALS**

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

**2. AMENDMENT TO PART I - AGREEMENT, 1. SCOPE OF SERVICES**

Add the following: “Complete the additional services as outlined in ‘Pages 1 through 4 of Exhibit “A” – letter from CEPI Architects, dated June 7, 2018, Subject Re: East Zone III Improvements Project – Engineering Contract Agreement’, attached hereto and hereby made part of this agreement.”

**3. AMENDMENT TO PART I - AGREEMENT, 3. COMPENSATION**

The first sentence which begins with “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 Six Hundred

Seventy-Eight Thousand Four Hundred Dollars (\$678,400.00).” is deleted in its entirety and replaced with the following:

“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 Seven Hundred Twenty-Four Thousand Four Hundred Dollars (\$724,400.00)”

### **3. RATIFICATION**

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

**--THE FOLLOWING SPACE INTENTIONALLY LEFT BLANK TO END OF PAGE--**



**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

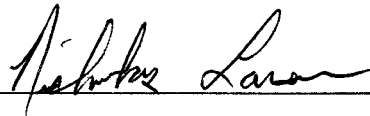
\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESS

CONSULTANT  
CEPI

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

By: 

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

Printed Name: Nicholas Larsen

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

Title: Project Manager



June 7, 2018

Mr. Alex Sveda  
City Engineering Department  
200 N. David  
Casper, WY 82601

Re: East Zone III Improvements Project – Engineering Contract Agreement

Dear Alex:

Civil Engineering Professionals, Inc. would like to formally request an amendment to our engineering contract for the East Zone III Improvements Project. There were five scope of service items that were either added or modified as part of this project. The following paragraphs will summarize each item and the additional fee requested for each item.

SCADA Design and Programing

Our original agreement included Automation and Electronics (A&E) on our professional services team to complete the SCADA programming and construct the SCADA panels. During the design phase of this project, the Central Wyoming Regional Water System contracted HDR Engineering to complete a Water Treatment Plant Preliminary Facility Plan. As part of the facilities plan, HDR Engineering recommended a Regional Water System SCADA upgrade. HDR recommended a manufacturer for all future SCADA system components. The manufacturer differed from the manufacturer that A&E proposed to utilize. We had several meetings discussing how to proceed with the SCADA components for the EZIII Project. A&E could have switched to utilizing the new manufacturer; however, City staff was not happy with some of A&E's recent work. We were directed to remove A&E from our professional services contract and to design the SCADA system to be included in the base bid by the General Contractor.

We prepared the SCADA system drawings to be included in the base bid. During a review meeting, we discussed our concerns about the complexity of the SCADA system programming and integration for this project and limiting our control over who would complete the SCADA programming. We were concerned an unqualified contractor would attempt to integrate the SCADA system at the WTP and disrupt the SCADA system and ultimately create more problems. We were then directed to prepare an RFP to include a subconsultant to complete the programming. During the subconsultant selection, there were concerns about issues if one consultant does the programming and another does the SCADA panel build. We were ultimately directed to include a subconsultant on our professional services contract to complete the SCADA programming and construct the SCADA panels. We selected ITC as our subconsultant.

The additional professional service costs associated with the SCADA system design and programming and panels build totals \$10,000.00.

#### Remote Chlorination System (RCS)

During the design phase of the project, the City was contacted by PAX about a Remote Chlorination System. We met with the City to discuss this system and if it would be beneficial for our project. We decided that the RCS unit would be beneficial to this project and were directed to add the RCS unit to the project; however, the RCS unit was not included in the original Scope of Services. The RCS unit design required design drawings for two buildings, electrical and mechanical drawings, piping plan, revising the tank site grading plan, and SCADA system design. We prepared design drawings and specifications for this system and prepared and submitted a DEQ design report.

DEQ had several concerns with the RCS unit. There are no RCS units in the State of Wyoming and this is the first RCS application DEQ has received. Due to DEQ's concerns with the RCS unit we were directed to remove the RCS unit from the bid documents and the DEQ application to expedite the DEQ application process and avoid further delays. We were directed to submit a separate DEQ application for the RCS unit.

The additional professional service costs associated with the RCS unit totals \$6,500.00.

There has been some discussion about reapplying for a DEQ Permit for the RCS unit at the Tower Tank Site (new east Zone 3 Tank). In order to do this, we would need to update the original Design Report and update the Project Drawings and Specifications. Additionally, a site visit to one or more existing RCS systems would be strongly recommended. The additional professional service costs associated with submitting a separate DEQ application for the RCS unit totals \$10,000.00.

#### Easement Acquisition

As part of our Scope of Work, we assisted the City with securing easements for the transmission main and purchasing land for the pump station, and water storage tank. We started talking with prospective land owners in January of 2015 and secured the final easement in April of 2016. It took 16 months to secure the easements for this project, which was more than we anticipated and budgeted for.

The additional professional service costs associated with the effort necessary to secure the easements and property for this project totals \$4,000.00.

#### Ranch Road Entrance



Country Club Road between Wyoming Blvd. and Ardon Lane was recently reconstructed. After the reconstruction, some users of Ranch Rd. were unhappy with the new approach to Ranch Rd. These users were also the land owners we were trying to negotiate easements with. We all decided it was in the best interest of this project and the Country Club Rd. project to widen the approach at Ranch Rd. CEPI incorporated the design drawings for the improvements to the Ranch Rd. intersection into the EZIII Project.

The additional professional services costs associated with the Ranch Road entrance design totals \$2,000.00.

Construction Administrative Services

Andreen Hunt is the contractor for this project and they have been working continuously and diligently on this project; however, there have been some unforeseen circumstances during the construction that have delayed the construction of this project. Due to these unforeseen circumstances, Andreen Hunt has requested and been awarded change orders that have extended the construction contract time. The scheduled Substantial Completion date for Andreen Hunt's construction services is July 25<sup>th</sup>, 2018; the Substantial Completion and Final Completion Dates in the bid documents were June 1, 2018 and July 1, 2018, respectively. The construction of this project is anticipated to be extended by 54 calendar days or approximately 7.5 weeks. The extended construction timeframe also extends the Construction Administration/Inspection Services. We estimate that there are 3 weeks of full time inspection services and 4.5 weeks of part time inspection services.

The following is a breakdown of the estimated Construction Administration/Inspection Service costs associated with the extended construction timeframe (7.5 weeks, 3 weeks full time inspection and 4.5 weeks part time inspection):

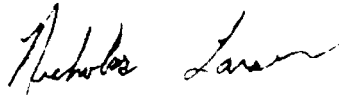
<b>Description</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Expenses</b>	<b>Total Cost</b>
Engineering Tech	\$75	265	\$2,090.00 (Vehicle)	\$21,965.00
Design Engineer	\$95	27		\$2,565.00
Project Manager	\$110	27		\$2,970.00
			<b>Total</b>	<b>\$27,500.00</b>



We are requesting consideration for a professional services contract amendment in the amount of \$50,000 for the scope of service items detailed above that were either additional items or they were modified. The true costs of these items are not reflected in the costs detailed above. We were able to reduce these costs through efficiencies on other project components. We are confident that this contract amendment will be sufficient to complete the professional engineering services for the remainder of this project. We generally do not come back to the City for contract amendments as we can usually work it out through efficiency on other project components. This however has grown beyond what we can handle and we are requesting a contract amendment. Thank you for your consideration in this contract amendment and please contact me if you have any questions or concerns.

Sincerely,

***Civil Engineering Professionals, Inc.***



Nicholas Larsen, PE  
Project Manager



Civil Engineering Professionals, Inc.  
6080 Enterprise Dr Casper WY 82609  
Phone 307 266 4346 Fax 307.266 0103  
[www.cepi.casper.com](http://www.cepi.casper.com)



## Memorandum

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Date: June 29, 2018  
To: Alex Sveda  
From: Nick Larsen *NL*  
WO #: 14-066  
Subject: East Zone III - Contract Amendment - Additional Information

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### SCADA Design and Programming

The June 7<sup>th</sup> Letter details the circumstances associated with the SCADA design for this project. When A&E was removed from the design team, CEPI was directed to prepare project documents that included the much more detail for the SCADA system and operation (SCADA equipment, I/O list, etc.). This task took a significant amount of time and effort. As you can see from the manpower estimate, CEPI budgeted \$17,500 for the electrical work on this project (ESE/EDA). When we were directed to prepare plans to bid the SCADA system as part of the project documents, the additional SCADA work was completed by ESE/EDA. ESE invoiced CEPI \$35,580 through the design phase of this project. 100% of the additional \$18,080 can be attributed to the SCADA design elements. The SCADA design changes required a lot of CEPI's time as well. CEPI spent approximately 85 hours (\$9,350) with all of the meetings, coordination, proposal preparation, and design elements. The real costs associated with the SCADA Design is approximately \$27,000. Also, please note that A&E was ultimately replaced with ITC to complete the same services that A&E completed; however, we lost the cost savings/efficiency of A&E/ITC absorbing the SCADA design as part of their services.

### Easement Acquisition

As detailed in the June 7<sup>th</sup> Letter, the easement acquisition task took significantly more time and effort to complete than anticipated; however, we understand that the scope of this task did not change as part of this project. Therefore, we will not further pursue these costs as part of this contract amendment request.

Ranch Road Entrance

The following is a breakdown of the Ranch Road Entrance costs:

Design Phase:

Description	Total Hours	Rate	Total Cost
Survey Crew	1.5	\$ 135	\$ 202.50
Design Engineer	12.75	\$ 95	\$ 1,211.25
Project Manager	2.5	\$ 110	\$ 275.00
<b>Total</b>			<b>\$ 1,688.75</b>

Construction Phase:

Description	Total Hours	Rate	Total Cost
Survey Crew	1.5	\$ 135	\$ 202.50
Project Manager	1	\$ 110	\$ 110.00
<b>Total</b>			<b>\$ 312.50</b>
<b>Total Cost</b>			<b>\$ 2,001.25</b>

Construction Administration Services

The following is an updated breakdown of the Construction Administration Services. This breakdown assumes Andreen Hunt's contract time will be extended a total of 49 calendar days per the most recent change order request submitted. Additionally, please note that it took Andreen Hunt an additional 2 weeks to complete Allendale than anticipated. This schedule is based upon 7 week extension, 4 weeks full time inspection and 3 weeks part time inspection.

Description	Hourly Rate	Hours	Expenses	Total Cost
<b>49 Calendar Days</b>				
Engineering Tech	\$75	265	\$2,090.00 (Veh)	\$21,965.00
Design Engineer	\$95	27		\$2,565.00
Project Manager	\$110	27		\$2,970.00
			<b>Total</b>	<b>\$27,500.00</b>

As mentioned in the June 7<sup>th</sup> Letter, we are not requesting the true costs of all of these items. We reduced the costs to the estimated costs that we believe it will take to complete our professional engineering services contract. Thank you for your consideration in this contract amendment and please contact me if you have any additional questions.



RESOLUTION NO. 18-160

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING DESIGN PROFESSIONALS, INC. (CEPI), FOR PROFESSIONAL SERVICES FOR THE EAST CASPER ZONE 3 WATER SYSTEM IMPROVEMENTS PROJECT.

WHEREAS, CEPI, is under contract for easement acquisition, engineering design services, and construction administration related to the improvements for the East Casper Zone III Water System Improvements Project, No. 13-38; and,

WHEREAS, additional services outside the original scope of work are required for the project; and,

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

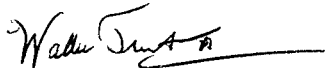
WHEREAS, CEPI, is able and willing to provide those services as specified in Amendment No. 1.

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 CEPI, for additional engineering services associated with the East Casper Zone III Water System Improvements Project, No. 13-38, in the amount of Forty Six Thousand and 00/100 Dollars (\$46,000.00).

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 additional amount not to exceed Forty Six Thousand and 00/100 Dollars (\$46,000.00), for a total contract amount of Seven Hundred Twenty-Four Thousand Four Hundred Dollars (\$724,400.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor



April 26, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Bruce Martin, Public Utilities Manager  
Clint Conner, Water Distribution Manager

SUBJECT: Authorizing the sole source purchase of magnetic flow meters from KROHNE Inc., in the amount of \$45,098.00, to be installed in Pratt, North Park, Mountain Road and Southwest water booster stations.

Meeting Type & Date  
Regular Council Meeting  
August 7, 2018

Action type  
Resolution

Recommendation:

That Council, by resolution, authorize the sole source purchase of magnetic flow meters in the amount of \$45,098.00 from KROHNE, Inc., to be installed in Pratt, North Park, Mountain Road, and Southwest water booster stations.

Summary:

The Pratt, North Park, Mountain Road, and Southwest water pump stations were built in the early 1980's. These water pump stations are a vital part of the water distribution system that pumps domestic water up to the higher pressure zones for fire protection and drinking water. Flow metering in these pump stations is accomplished using old flow tube style meters that read differential pressure. The existing flow tube style meters are inaccurate, are constantly plugging off from corrosion, and are not acceptable for comparing actual pump performance to the designed pump curves.

Public Services is recommending that the outdated flow tube style meters be replaced with modern magnetic meters that offer improved accuracy, dependability, and decreased maintenance.

The Public Services Department is requesting that the pumps and appurtenances procurement be sole sourced through KROHNE Inc. The reasoning is as follows:

1. Casper Public Utilities and the Central Wyoming Regional Water System (CWRWS) have gone to all KROHNE magnetic flowmeters for meter replacements and new installations, standardizing on one manufacturer's meter. Standardizing allows equipment familiarity and more efficient diagnoses and repair by our Instrumentation Technicians. Additionally, parts inventory is limited as the same parts can be used across several meters.

2. The City and CWRWS have found the KROHNE meters to be of high quality, long lasting, accurate, and supported for a long period of time. The Instrumentation Technician has had outstanding results working with KROHNE customer service and has confidence in their equipment, and knows that parts and service are readily available.

The Public Services Department requests that the sole-source purchase be approved for the replacement of the meters at these booster stations, providing more efficient and cost effective operation of the booster stations.

Council approved moving forward with this purchase at the April 17, 2018 pre-meeting.

Casper Water Distribution staff will install the meters.

Financial Considerations

Funding for the meters will come from Water Fund Reserves.

Oversight/Project Responsibility

Clint Conner, Water Distribution Manager

Attachments

Resolution

Agreement

## PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this 13 day of July 2018, between the City of Casper, Wyoming, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and, KROHNE Inc., 7 Dearborn Road, Peabody, Massachusetts 01960, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

### ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or described in the attached Exhibit "A", Quotation No. 270-023162, dated March 26, 2018, pages 1-6. The Goods to be furnished are generally described as follows:

- 2 – 16-inch ENVIROMAG 2000, DN 200-600 Flow Meters
- 1 – 24-inch ENVIROMAG 2000, DN 200-600 Flow Meter
- 1 – 30-inch ENVIROMAG 2000, DN 700-3000 Flow Meter
- 4 - KROHNE Flow Converters

### ARTICLE 2. ENGINEER.

The Goods have been specified by the Public Services Department, Public Utilities Division of the City of Casper, Wyoming, referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

### ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered, FOB destination, is defined in the Procurement General Conditions as the point of delivery and designated as:

City of Casper Water Distribution Garage  
1600 SW Wyoming Blvd.  
Casper, WY 82604

### ARTICLE 4. CONTRACT TIME.

4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.

- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance by November 30, 2018.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollar(s) (\$1000.00) for each week, to a maximum of \$5,000, that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

#### ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Forty-Five Thousand Ninety-Eight Dollars (\$45,098.00).

#### ARTICLE 6. PAYMENT PROCEDURES.

Payment to Contractor shall be net-45 lump sum payment on delivery and acceptance of goods.

#### ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

#### ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.

- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

#### ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A" – Pages 1 through 6.
- 9.3 Addenda - None.
- 9.4 Certificate of Insurance.
- 9.5 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.7 Procurement Specifications – See Exhibit “A.”
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award (Pages na to na, inclusive).
- 9.10 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.12 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.
- 10.4 The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Owner specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

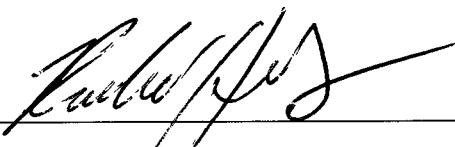
[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

APPROVED AS TO FORM:

Walter Tremel IV

ATTEST:

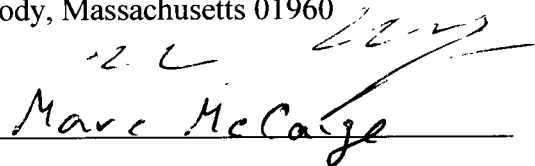
BY:   
TITLE: DIRECTOR OF SALES

ATTEST:

BY: \_\_\_\_\_  
Fleur D. Tremel  
TITLE: City Clerk

CONTRACTOR:

KROHNE Inc.  
7 Dearborn Road  
Peabody, Massachusetts 01960

BY:   
TITLE: I. S. Manager

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

BY: \_\_\_\_\_  
Ray Pacheco  
TITLE: Mayor

# Exhibit "A"

**KROHNE**

KROHNE Inc , 7 Dearborn Road, Peabody MA 01960

CITY OF CASPER  
1500 SW WYOMING BLVD.  
CASPER, WY 82604  
United States of America

03/26/2018

**Inside Sales Engineer**

Joe Godfrey  
Tel: 978-535-6060 ext. 1113  
Mail: [j.godfrey@krohne.com](mailto:j.godfrey@krohne.com)

**District Sales Manager**

Bob Phagan  
Tel: 978-535-6060 ext. 1270  
Mail: [b.phagan@krohne.com](mailto:b.phagan@krohne.com)

**Quotation** : **270 - 023162**  
Your Inquiry :  
Your Ref. :

Dear Sir/Madam,

We appreciate your interest in our products and are pleased to quote under our general terms and conditions.

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**Quotation Overview**

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Total Net Amount	USD 45,098.00
Sales Tax	
Terms and Conditions	
Delivery	Collect-Peabody
Payment	10-12 weeks
Estimated shipdate	
Quotation valid until	06/09/2018

Best regards  
KROHNE Inc.



**Quotation**  
 Quotation Number 270 - 023162

**Page** 2 / 6  
**Date** 03/26/2018

Position	Item	Quantity	QU	Price	PU	Discount	Amount
10	<b>ENVIROMAG 2000, DN 200-600</b>	2	pcs	USD 6,170.00	pcs		USD 12,340.00
	KROHNE-Magnetic inductive flowmeter						
	Type	ENVIROMAG 2050 W					
		Primary head ENVIROMAG 2000 F					
	Separate model						
	Meter size	DN 400 / 16"					
	Connection	16" ASME B 16.5 150 lb RF					
	Mounting length	600 mm   23.62", excl.gaskets & rings					
	Flange material	Steel ASTM A 105 N					
	Housing	Sheet metal					
	Lining	hard rubber					
	Fluid temperature	max. 80 °C / 176 °F					
		depending on pressure.					
	Electrodes	Hastelloy C22					
		interchangeable / exchangeable					
	Insulation class of coi	E					
	Protection class	IP 68 (NEMA 4X/6P) acc. EN 60 529					
	Cable (signal)	25 m / 75 ft DS					
	Cable (coils)	25 m / 75 ft LIYCY					
	Cable connection	terminal box st st 1.4408					
	Threaded connection	1/2" NPT					
	Installation instruction	multi-language					
	Calibration	GKL					
	E-P ring/set	Ring no.1					
		Stainless steel 1.4404 / 316 L					

**VB154KA0AL0B212040600000000**

Shipment Warehouse United States of America  
 Commodity Code 90261021

11	<b>IFC 050</b>	2	pcs	USD 820.00	pcs		USD 1,640.00
	KROHNE flow converter						
	Type	IFC 050 W					
	Wall housing for wallmounting with local display						
	Empty pipe detection, conductivity						
	Incl. software	PACTWARE					
	Accuracy	see TDS					
	Local display and control unit						
	Power supply	100-230 V AC, 50/60 Hz					
		(85-250 V) - [15 VA]					
	Threaded connection	4 x 1/2" NPT					
	Operation manual	English (USA)					
	Programming	English					
	Process diagnostic	Standard					
	Gas content, function of electrodes, temperature.						
	Converter housing	Standard, aluminum					
	Communication	Basic I/O					
	1. Current output	HART, active / passive					
	2. Pulse output	active / passive					

Quantity Unit (QU): pcs = pieces ro = coil set = set km = kilometer mm = milimeter Price Unit (PU). 2 = 10 4 = 1000  
 m = meter l = liter h = hour kg = kilogram 3 = 100 5 = 10000

**Quotation**

Quotation Number 270 - 023162

Page 3 / 6  
Date 03/26/2018

Position	Item	Quantity	QU	Price	PU	Discount	Amount
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2. Status output or active / passive

**VN344NA0460010100003**

Shipment Warehouse United States of America  
Commodity Code 90261021  
Country of Origin The Netherlands

20	<b>ENVIROMAG 2000, DN 200-600</b>	1	pcs	USD 10,379.00	pcs		USD 10,379.00
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KROHNE-Magnetic inductive flowmeter  
Type ENVIROMAG 2050 W  
Primary head ENVIROMAG 2000 F

Separate model  
Meter size DN 600 / 24"  
Connection 24" ASME B 16.5 150 lb RF  
Mounting length 600 mm | 23.62", excl.gaskets & rings

Flange material Steel ASTM A 105 N  
Housing Sheet metal  
Lining hard rubber  
Fluid temperature max. 80 °C / 176 °F  
depending on pressure.

Electrodes Hastelloy C22  
interchangeable / exchangeable

Insulation class of coi E  
Protection class IP 68 (NEMA 4X/6P) acc. EN 60 529  
Cable (signal) 25 m / 75 ft DS  
Cable (coils) 25 m / 75 ft LIYCY  
Cable connection terminal box st st 1.4408  
Threaded connection 1/2" NPT  
Installation instruction multi-language  
Calibration GKL  
E-P ring/set Ring no.1  
Stainless steel 1.4404 / 316 L

**VB154NA0AL0B212040600000000**

Shipment Warehouse United States of America  
Commodity Code 90261021

21	<b>IFC 050</b>	1	pcs	USD 820.00	pcs		USD 820.00
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KROHNE flow converter  
Type IFC 050 W  
Wall housing for wallmounting with local display  
Empty pipe detection, conductivity  
Incl. software PACTWARE  
Accuracy see TDS  
Local display and control unit  
Power supply 100-230 V AC, 50/60 Hz  
(85-250 V) - [15 VA]  
Threaded connection 4 x 1/2" NPT

Quantity Unit (QU): pcs = pieces ro = coil set = set km = kilometer mm = millimeter Price Unit (PU): 2 = 10 4 = 1000  
m = meter l = liter h = hour kg = kilogram 3 = 100 5 = 10000

Quotation  
Quotation Number 270 - 023162

Page 4 / 6  
Date 03/26/2018

Position	Item	Quantity	QU	Price	PU	Discount	Amount
	Operation manual	English (USA)					
	Programming	English					
	Process diagnostic	Standard					
	Gas content, function of electrodes, temperature.						
	Converter housing	Standard, aluminum					
	Communication	Basic I/O					
	1. Current output	HART, active / passive					
	2. Pulse output	active / passive					
		or					
	2. Status output	active / passive					

**VN344NA0460010100003**

Shipment Warehouse United States of America  
Commodity Code 90261021  
Country of Origin The Netherlands

**30 ENVIROMAG 2000, DN 700-3000 1 pcs USD 15,799.00 pcs USD 15,799.00**

KROHNE-Magnetic inductive flowmeter  
Type ENVIROMAG 2050 W  
Primary head ENVIROMAG 2000 F

Separate model  
Meter size \*\*\* DN 750 / 30"  
connection \*\*\* 30" ASME 150 lb RF  
Mounting length \*\*\* 800 mm excl.gaskets & rings

flange material steel ASTM A 105 N  
housing sheet metal  
Lining hard rubber  
Fluid temperature max. 80 °C / 176 °F  
depending on pressure.

Electrodes Hastelloy C22  
interchangeable / exchangeable

Insulation class of coil protection class E  
IP 68 (NEMA 4X/6P) acc. EN 60 529  
cable (signal) \*\*\* 25 m / 75 ft DS  
cable (coils) \*\*\* 25 m / 75 ft LIYCY  
cable connection terminal box st st 1.4408  
Threaded connection 1/2" NPT  
installation instruction multi-language  
calibration GKL  
E-P ring/set Ring no.1  
stainless steel 1.4571 (316 Ti)

**SB169PA0AL0B21201010000000**

If AWWA Class D FF Flanges are required, please add \$320 to the cost of the 30"

Shipment Warehouse United States of America  
Commodity Code 90261021

Quantity Unit (QU): pcs = pieces ro = coil set = set km = kilometer mm = millimeter Price Unit (PU): 2 = 10 4 = 1000  
m = meter l = liter h = hour kg = kilogram 3 = 100 5 = 10000

**Quotation**  
 Quotation Number 270 - 023162

**Page** 5 / 6  
**Date** 03/26/2018

Position	Item	Quantity	QU	Price	PU	Discount	Amount
31	<b>IFC 050</b>	1	pcs	USD 820.00	pcs		USD 820.00
	KROHNE flow converter Type IFC 050 W Wall housing for wallmounting with local display Empty pipe detection, conductivity Incl. software PACTWARE Accuracy see TDS Local display and control unit Power supply 100-230 V AC, 50/60 Hz (85-250 V) - [15 VA] Threaded connection 4 x 1/2" NPT Operation manual English (USA) Programming English Process diagnostic Standard Gas content, function of electrodes, temperature. Converter housing Standard, aluminum Communication Basic I/O 1. Current output HART, active / passive 2. Pulse output active / passive or 2. Status output active / passive						
	<b>VN344NA0460010100003</b>						
	Shipment Warehouse		United States of America				
	Commodity Code		90261021				
	Country of Origin		The Netherlands				
40	<b>Freight</b>	1	pcs	USD 3,300.00	pcs		USD 3,300.00
	Shipment Warehouse		United States of America				

Thank you for your interest in KROHNE measurement products and solutions.  
 As part of our overall offering consider these available after sale services:

- On site commissioning and field services for all KROHNE products
- Factory or On-site Technical Service Training
- Factory Certified Calibration Services
- Free 24/7 Technical Support & Service Assistance by phone

Contact us for details about these services at [TASC@krohne.com](mailto:TASC@krohne.com)

**Quantity Unit (QU):** pcs = pieces ro = coil set = set km = kilometer mm = millimeter **Price Unit (PU):** 2 = 10 4 = 1000  
 m = meter l = liter h = hour kg = kilogram 3 = 100 5 = 10000

**Quotation**

Quotation Number 270 - 023162

Page 6 / 6  
Date 03/26/2018

Position	Item	Quantity	QU	Price	PU	Discount	Amount
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The selection of materials associated with the combination of process fluid properties, operating process and environment is entirely the responsibility of the user.

**Quantity Unit (QU):** pcs = pieces ro = coil set = set km = kilometer mm = millimeter **Price Unit (PU):** 2 = 10 4 = 1000  
m = meter l = liter h = hour kg = kilogram 3 = 100 5 = 10000

STANDARD  
PROCUREMENT GENERAL CONDITIONS

City of Casper

These Procurement General Conditions  
have been adapted from  
“Procurement General Conditions”  
EJCDC Document 1910-26-B, 1981 Edition  
(Approved by City Attorney, April, 1995)

## PROCUREMENT GENERAL CONDITIONS

### ARTICLE I - DEFINITIONS

Wherever used in these Procurement General Conditions or in the other Procurement Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding documents or the Procurement Documents.

Application for Payment - The form accepted by Engineer which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Procurement Documents.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price(s) for furnishing the Goods and Special Services.

\* Bonds - Bid and performance bonds and other instruments of security.

Change Order - A written order to Contractor signed by Owner authorizing an addition, deletion, or revision in the Goods or Special Services, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Procurement Agreement.

Contract Price - The monies payable by Owner to Contractor under the Procurement Documents as stated in the Agreement.

Contract Time - The total number of days or the dates stated in the Procurement Agreement for furnishing the Goods and Special Services.

Contractor - The person, firm, or corporation with whom Owner has entered into the Procurement Agreement.

Day - A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Defective - An adjective which when modifying the words Goods or Special Services refers to Goods or Special Services which are unsatisfactory, faulty, or deficient, or do not conform to the Procurement Documents, or do not meet the requirements of any inspection, reference standard, test, or approval referred to in the Procurement Documents.

Drawings - The drawings which show the character and scope of the Goods to be furnished and which have been prepared or approved by Engineer and are referred to in the Procurement Documents.

Effective Date of the Procurement Agreement - The date indicated in the Procurement Agreement on which it becomes effective, or if no such date is indicated, the date on which the Procurement Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer - The person, firm, or corporation named as such in the Procurement Agreement.

Engineer's Order - A written order issued by Engineer which clarifies or interprets the Procurement Documents or orders minor changes or alterations in the Goods or Special Services to be furnished but which does not involve a change in the Contract Price or the Contract Time.

Goods - All tangible personal property required to be furnished under the Procurement Documents.

Modification - (a) A written amendment of the Procurement Documents signed by both parties; (b) a Change Order; or, (c) an Engineer's Order. A modification may only be issued after the effective date of the Procurement Agreement.

Notice of Award - The written notice by Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Procurement Agreement.

\* Owner - The public body or authority, corporation, association, partnership, or individual with whom Contractor has entered into the Procurement Agreement.

Point of Delivery - The place designated in the Procurement Agreement where the Goods are to be delivered.

Procurement Agreement - The written agreement between Owner and Contractor covering the furnishing of the Goods, Special Services, and other services in connection therewith. Other Procurement Documents are attached to the Agreement and made a part thereof as provided therein.

Procurement Documents - The Procurement Agreement, Addenda (which pertain to the Procurement Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Procurement Agreement, the Bonds, these Procurement General Conditions, the Procurement Supplementary Conditions, the Specifications, the Drawings as the same are more specifically identified in the Procurement Agreement, together with all Modifications issued after execution of the Agreement.

Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for Contractor to illustrate some portion of Goods.

Special Services - Services to be furnished by Contractor at the construction site as required by the Procurement Documents.



Specifications - Those portions of the Procurement Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Goods and Special Services, and certain administrative details applicable thereto.

## ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

- \*2.1 When Contractor delivers the executed Procurement Agreements to Owner, Contractor shall also deliver to Owner such Bonds as Contractor may be required to furnish in accordance with Paragraph 4.1.

Commencement of Contract Time:

- 2.2 The Contract Time will commence to run on the effective date of the Procurement Agreement.

Schedules:

- 2.3 Contractor shall, within ten (10) days after the effective date of the Procurement Agreement, submit to Engineer preliminary schedules of progress, shop drawing submissions, tests, and deliveries as required by the Procurement Documents. No schedule which is required to be and has been accepted by Engineer will be changed by Contractor without notice to Engineer.

## ARTICLE 3 - INTENT OF PROCUREMENT DOCUMENTS

- 3.1 The Procurement Documents comprise the entire agreement between Owner and Contractor concerning the furnishing of the Goods and Special Services. The Procurement Documents may be altered only by a Modification.
- 3.2 The Procurement Documents are complementary; what is called for by one is as binding as if called for by all. If, during performance of the contract, Contractor finds a conflict, error, or discrepancy in the Procurement Documents, Contractor shall so report to Engineer in writing at once and shall obtain a written interpretation or clarification from Engineer before proceeding further; however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, or discrepancy in the Procurement Documents unless Contractor had actual knowledge thereof or should reasonably have know thereof.
- 3.3 All materials, equipment, and services that may reasonably be inferred from the Procurement Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe materials, equipment, or services, such works will be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard

specification, manual, or code in effect at the time of opening of Bids (or, on the effective date of the Procurement Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provisions of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Procurement Documents) shall change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their agents, consultants, or employees from those set forth in the Procurement Documents. Clarifications and interpretations of the Procurement Documents shall be issued by Engineer as provided in Paragraph 9.2.

#### ARTICLE 4 - BONDS AND INSURANCE

4.1 Performance and Other Bonds: Not Applicable

4.2 Property Insurance:

Unless otherwise provided in the Procurement Supplementary Conditions, Contractor shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by Owner at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism, and malicious mischief, collapse, water damage, and such other perils as may be provided in the Procurement Supplementary Conditions and as Contractor deems appropriate.

#### ARTICLE 5 - SHIPMENT AND DELIVERY OF THE GOODS

Shipment and delivery of the Goods shall be in accordance with this Article except as otherwise provided or specified.

- 5.1 All Goods will be delivered f.o.b. point of delivery. Contractor shall select the means and methods of transportation. All transportation charges, including but not limited to switching, trucking, lighterage and special handling will be paid by Contractor.
- 5.2 Contractor shall give Owner and Engineer at least fifteen (15) days' prior written notice of the date when the Goods will be ready for shipment and the manner of shipment. Such notice will include instructions concerning any special equipment or services required at the point of delivery to unload and care for the Goods. Contractor also shall require the carrier to give Owner not less than 24 hours notice by telephone of the anticipated hour of delivery.
- 5.3 Owner shall provide facilities for receipt and unloading of the Goods. If the point of delivery is a construction site, Owner shall provide the carrier reasonable access within the site to the point of delivery.
- 5.4 Contractor shall deliver the Goods to the point of delivery within a period of fifteen (15) days (the "delivery period") prior to expiration of the Contract Time for delivery specified in the Procurement Agreement.

- 5.4.1 Owner will not be obligated to accept any delivery of goods not made within the delivery period prior to or after the delivery period will be the responsibility of Contractor.
- 5.4.2 Owner may by Change Order direct Contractor to ship to another point of delivery or to accelerate or postpone the delivery period. Owner shall be responsible for all additional expenses incurred by Contractor as a result of any such direction, including but not limited to charges for storage, reconditioning, handling, overtime, and insurance. If Contractor believes that any such direction justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefor as provided in Article 11 or Article 12.
- 5.5 Owner, accompanied by Engineer, shall inspect the Goods upon delivery for the sole purpose of identifying the Goods and general verification of quantities in order to provide a basis for a progress payment. Such inspection will not be construed as final or as acceptance of any Goods not in conformance with the Procurement Documents. If, when delivered, there are apparent defects in the Goods (through damage or otherwise), Engineer will give prompt written notice thereof to Contractor. Contractor shall without cost to Owner correct the defect or replace the Goods with non-defective Goods. If Contractor does not do so promptly and to the satisfaction of Owner and Engineer, Owner may, upon Engineer's recommendation, accept delivery of the defective Goods and remedy the defect as appropriate with an appropriate reduction in the Contract Price as provided in Paragraph 13.8 instead of requiring removal or replacement. Owner may refuse to accept delivery of any Goods that are apparently defective. If there are no apparent defects, Owner shall accept delivery.
- 5.6 Notice of Owner's acceptance of delivery will be provided to Contractor by a receipted copy of the shipping documents or as otherwise provided.

## ARTICLE 6 - APPLICATIONS FOR PAYMENT

### Application for Progress Payments:

- 6.1 Contractor shall submit to Engineer for review Applications for Payment filled out and signed by Contractor and accompanied by such supporting documentation as is required by the Procurement Documents and also as Engineer may reasonably require. The first Application for Payment will be submitted after review and approval by Engineer of all Shop Drawings and of all samples required by the Procurement Documents. The second Application for Payment will be submitted after delivery of the Goods has been accepted by Owner in accordance with Paragraph 5.5 and will be accompanied by a bill of sale and other documentation satisfactory to Owner warranting that Owner has received the Goods free and clear of all liens, charges, security interests, and encumbrances. Such documentation shall include releases and waivers from all parties who, during Contractor's performance under the Procurement Documents, might have obtained or filed any such lien, charge, security, or encumbrance. In the case of multiple deliveries of Goods, additional Applications for Payment will be submitted as Owner accepts delivery of additional items of the Goods.

## Review of Applications for Progress Payments:

- 6.2 Engineer will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
- 6.2.1 Engineer's recommendation of payment requested in the first Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's review of the Application for Payment and the accompanying data, that the Shop Drawings and samples have been reviewed and approved as required by the Procurement Documents and Contractor is entitled to payment of the amount recommended; but will not constitute a representation to Owner and Engineer has made any observation or inspection of the quality or quantity of the Goods.
- 6.2.2 Engineer's recommendation of payment requested in the Application for Payment submitted upon Owner's acceptance of delivery of the Goods will constitute a representation by Engineer to Owner, based on Engineer's review of the Application for Payment and the accompanying data and Engineer's inspection of the Goods in accordance with Paragraph 5.5, that to the best of Engineer's knowledge, information and belief Engineer has identified the Goods listed in the Application for Payment and generally verified the quantities as being in accordance with the Procurement Documents, that on the basis of such limited inspection there are no apparent defects in the Goods, and that the Goods appear to be suitable for installation. Such recommendation will not constitute a representation that Engineer had made a final inspection of the Goods, that the Goods are free from defects, acceptable or in conformance with the Procurement Documents or that Engineer has made any investigation as to Owner's title to the Goods.
- 6.2.3 Engineer may refuse to recommend that all or any part of a progress payment be made if, in Engineer's opinion, such recommendation would be incorrect or if on the basis of subsequently discovered evidence or subsequent inspections or tests Engineer considers such refusal necessary to protect Owner from loss because the Contract price has been reduced due to Modifications, Goods are found defective, or Contractor has failed to furnish acceptable Special Services.

## Amount and Timing of Progress Payments:

- \*6.3 The amounts of the progress payments will be as provided in the Procurement Agreement. Owner shall within ten (10) days after receipt of each Application for Payment with Engineer's recommendation pay Contractor the amount recommended; but, in the case of the Application for Payment upon Owner's acceptance of delivery of the Goods, said ten (10) day period may be extended for so long as is necessary (but in no event more than twenty (20) days) for Owner to examine the bill of sale and other documentation submitted therewith.

Owner shall notify Contractor promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

Final Inspection:

- 6.4 After all of the Goods have been incorporated into Owner's project, tested in accordance with such field tests as are specified, and apparently functioning as intended, Engineer will make final inspection and advise Owner and Contractor whether or not the Goods appear to be acceptable in accordance with the Procurement Documents. If not so acceptable, Engineer will identify the apparent defects in writing. Contractor shall immediately take such measures as are necessary to remedy all defects.

Final Application for Payment:

- 6.5 After Contractor has remedied all apparent defects to the satisfaction of Engineer, furnished all Special Services, and delivered all maintenance and operating instructions, schedules, guarantees, certificates of inspection, and other documents (all as required by the Procurement Documents) Engineer will issue to Owner and Contractor a notice of acceptability. Contractor may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Procurement Documents and such other data and schedules as Engineer may reasonably require.

\* Final Payment:

- \*6.6 If, on the basis of final inspection and review of the final Application for Payment and accompanying documentation, Engineer is satisfied that the Goods are in accordance with the Procurement Documents, that Special Services have been furnished as required, and that Contractor's other obligations under the Procurement Documents have been fulfilled, Engineer will, within ten (10) days after receipt of the final Application for Payment, recommend in writing final payment subject to the provisions of Paragraph 6.8 and present the Application to Owner. Otherwise, Engineer will return the Application to Contractor indicating the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall, within thirty (30) days after receipt thereof, pay Contractor the amount recommended by Engineer.
- 6.7 If, through no fault of Contractor, final incorporation of the Goods (or any component thereof) into Owner's project, the testing of the performance thereof as part of a functioning whole or the furnishing of Special Services is delayed by more than ninety (90) days (unless otherwise specified) after acceptance of delivery by Owner and if Engineer so confirms, Owner shall, upon receipt of an Application for Payment from Contractor and recommendation of Engineer and without terminating the Agreement, make payment for the Goods (or components) so accepted and Special Services furnished. If the remaining balance to be held by Owner for Goods and Special Services not yet furnished or accepted is less than

the retainage stipulated in the Procurement Agreement, and if Bonds have been furnished as required in Paragraph 4.1, Contractor shall submit with such Application for Payment written consent of the surety to payment of the amount requested. Such payment will be made under the terms and conditions governing final payment, but will not constitute any waiver of claims.

Waiver of Claims:

6.8 The making and acceptance of final payment will constitute:

6.8.1 A waiver of all claims by Owner against Contractor, except claims arising from unsettled liens and claims, from defective Goods appearing after final inspection pursuant to Paragraph 6.4, from defects in Special Services appearing after final payment, or from failure to comply with the Procurement Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Procurement Documents; and,

6.8.2 A waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Coordination:

7.1 Contractor shall competently and efficiently supervise and direct production of the Goods and furnishing of Special Services and coordinate all operations required to deliver the Goods and furnish Special Services. Contractor shall designate in writing to Owner and Engineer a person with authority to act on behalf of Contractor with respect to Contractor's obligations under the Procurement Documents, and all communications given to or received from that person will be binding on Contractor. Except as specifically provided in the Procurement Documents with respect to Special Services or otherwise, Contractor shall not be required to perform services at the site.

Material, Equipment, and Workmanship:

7.2 Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. Contractor shall, if required by Engineer, furnish satisfactory evidence as to the source, kind, and quality of materials and equipment incorporated in the Goods. Special Services will be performed by competent and qualified personnel.

## Equivalent Goods:

- 7.3 Whenever materials or equipment are specified or described in the Procurement Documents by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier, or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by Engineer if sufficient information is submitted by Contractor to allow Engineer to determine that the material or equipment proposed is equivalent to that named. The procedure for review by Engineer will be as set forth in Paragraphs 7.3.1 and 7.3.2 as supplemented in the General Requirements.
- 7.3.1 Requests for review of substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make written application to Engineer for acceptance thereof certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice the timely delivery of the Goods, whether or not acceptance of the substitute will require a change in any of the Procurement Documents to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the production of the Goods is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair, and replacement service will be indicated. Engineer may require Contractor to furnish at Contractor's expense additional data about the proposed substitute. Engineer will be allowed a reasonable time within which to evaluate the proposed substitute and will be the sole judge of acceptability, and no substitute will be ordered or installed without Engineer's prior written acceptance. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- 7.3.2 Engineer will record time required by Engineer and Engineer's consultants in evaluating substitutes proposed by Contractor and in making changes in the Procurement Documents occasioned thereby. Whether or not Engineer accepts a proposed substitute, Contractor shall reimburse Owner for the charges of Engineer and Engineer's consultants for evaluating proposed substitutes.

#### Patent Fees and Royalties:

- 7.4 Contractor shall pay all license fees and royalties and assume all costs incident to the use in the production of the Goods or the incorporation in the Goods of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Procurement Documents for use in producing the Goods and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Procurement Documents. Contractor shall indemnify and hold harmless Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent rights or copyrights incident to the use in production of the Goods or incorporation therein of any invention, design, process, product, or device not specified in the Procurement Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

#### Taxes:

- 7.5 Contractor shall pay all sales, consumer, use, and other similar taxes, required to be paid in respect of the production and delivery of the Goods and the furnishing of Special Services.

#### Shop Drawings and Samples:

- 7.6 Contractor shall submit to Engineer in accordance with the accepted schedule of Shop Drawings submissions one (1) electronic copy (unless otherwise specified) of all Shop Drawings, which will have been checked by and bear a specific notation or indication of approval of Contractor and be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and like information to enable Engineer to review the information as required.
- 7.7 Contractor shall also submit to Engineer with such promptness as to cause no delay in the timely production of the Goods, all samples required by the Procurement Documents. All samples will have been checked by and accompanied by a specific indication of approval of Contractor, and will be identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which intended.
- 7.8 At the time of each submission, Contractor shall in writing call Engineer's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Procurement Documents.
- 7.9 Engineer will review and approve with reasonable promptness Shop Drawings and samples, but Engineer's review and approval will be only for conformance with the design concept of the Goods and for compliance with the information given in the Procurement Documents. Such review and approval will not extend to design data reflected in Shop Drawings which is



peculiarly within the special expertise of Contractor or any party dealing directly with Contractor. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and, if necessary, shall submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals. Contractor's submission of any Shop Drawing or sample bearing Contractor's approval shall constitute a representation to Owner and Engineer that Contractor assumes full responsibility for having determined and verified the design criteria, quantities, dimensions, installation requirements, materials, catalog numbers, and similar data and that Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the Procurement Documents; however, it shall not be Contractor's primary responsibility to make certain that the Goods are in accordance with the requirements of applicable laws, ordinances, rules, or regulations.

- 7.10 When a Shop Drawing or sample is required by the Specifications, Contractor shall not commence production of any part of the Goods affected thereby until such Shop Drawing or sample has been reviewed and approved by Engineer.
- 7.11 Engineer's review and approval of Shop Drawings or samples will not relieve Contractor from responsibility for any deviations from the Procurement Documents unless Contractor has in writing called Engineer's attention to such deviation at the time of submission and Engineer has given written concurrence and approval to the specific deviation, nor will any concurrence or approval by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings.

Continuing Performance:

- 7.12 Contractor shall continue performance of the contract during all disputes or disagreements with Owner. No production of Goods will be delayed or the timely delivery of Goods or furnishing of Special Services be prejudiced, delayed, or postponed pending resolution of any disputes or disagreements, except as Contractor and Owner may otherwise agree in writing.

Access to Goods in Production:

- 7.13 Contractor shall provide Engineer, Engineer's representatives, and other representatives of Owner, testing agencies, and governmental agencies with jurisdictional interests proper and safe access to Goods in the process of production at reasonable times as is necessary for the performance of their functions in connection with the Procurement Documents.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1 Owner shall issue all communications to Contractor through Engineer.

- 8.2 Owner shall furnish the data required of Owner under the Procurement Documents promptly and shall make payments to Contractor when due.
- 8.3 In connection with Owner's rights to order changes in accordance with Article 10, Owner is obligated to execute Change Orders.
- 8.4 Owner's responsibility in respect of accepting delivery of the Goods is set forth in Paragraph 5.5.
- 8.5 Owner shall provide Contractor, Contractor's representatives, testing agencies, and other governmental agencies with jurisdictional interests, proper and safe access to the site at reasonable times as is necessary for performance of their functions in connection with the procurement contract.

#### ARTICLE 9 - ENGINEER'S STATUS

##### Owner's Representative:

- 9.1 Engineer will be Owner's representative. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative are set forth in the Procurement Documents and will not be extended without written consent of Owner and Engineer and written notice to Contractor.

##### Clarifications and Interpretations:

- 9.2 Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Procurement Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Procurement Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefor as provided in Article 11 or Article 12.

##### Rejecting Defective Goods:

- 9.3 Engineer will have authority to disapprove or reject Goods or Special Services which are defective.

##### Decisions on Disputes:

- 9.4 Engineer will be the initial interpreter of the requirements of the Procurement Documents and judge of the acceptability of the Goods and Special Services. Claims, disputes, and other matters relating to such acceptability or the interpretation of the requirements of the Procurement Documents pertaining to Contractor's performance and claims under Articles 11 and 12 in respect of Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which

Engineer will render in writing within a reasonable time. Written notice of each such claim, dispute, and other matter shall be delivered by the claimant to Engineer and the other party to the Agreement within fifteen (15) days after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within forty-five (45) days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. In his capacity as interpreter and judge, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

- 9.5 The rendering of a decision by Engineer pursuant to Paragraph 9.4 with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 6.8) will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the Procurement Documents or by law in respect of any such claim, dispute, or other matter.

Visits to Contractor's Facilities:

- 9.6 Engineer will not make visits to Contractor's facilities where the Goods are being produced to observe production, inspection, or testing of the Goods except as otherwise specified in the Procurement Documents.

Limitations on Engineer's Responsibilities:

- 9.7 Neither Engineer's authority to act under these Procurement General Conditions or elsewhere in the Procurement Documents nor any decision made by Engineer in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor or any of Contractor's agents or employees or any other person furnishing materials or equipment for incorporation of the Goods or furnishing services incidental thereto.
- 9.8 Whenever in the Procurement Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of Engineer, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the Goods and Special Services for compliance with the Procurement Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that Engineer shall have authority to supervise or direct any of Contractor's operations or activities.
- 9.9 Engineer will not be responsible for Contractor's failure to produce and deliver the Goods and furnish Special Services in accordance with the Procurement Documents, nor will Engineer be responsible for any acts or omissions of Contractor or any other persons

furnishing or delivering any Goods, furnishing Special Services, or performing other services in connection therewith.

#### ARTICLE 10 - CHANGES IN THE GOODS OR SPECIAL SERVICES

- 10.1 Without invalidating the Agreement, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Goods or furnishing of Special Services; these changes will be authorized by Change Orders. Upon receipt of a Change Order, Contractor shall proceed on the basis of the change involved. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.
- 10.2 Engineer may authorize minor changes in the Goods or Special Services not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These minor changes may be accomplished by an Engineer's Order and will be binding on Owner, and also on Contractor who shall perform the change promptly. If Contractor believes that an Engineer's Order justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefor as provided in Article 11 or Article 12.
- 10.3 Changes made in the Goods or Special Services without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time, except as provided in Paragraph 10.2.
- 10.4 Owner shall execute appropriate Change Orders prepared by Engineer covering changes which are required by Owner, or because of any other claim of Contractor for a change in the Contract Time or the Contract Price which is recommended by Engineer.
- 10.5 If notice to the surety of any change in the contract is required by the provisions of any Bond, the giving of such notice will be Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

#### ARTICLE 11 - CHANGE OF CONTRACT PRICE

- 11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for furnishing the Goods, Special Services, and performing other services in connection therewith. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.
- 11.2 The Contract Price may only be changed by a Change Order or written amendment. Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner and Engineer within fifteen (15) days of occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) Days after such occurrence unless Engineer allows an additional period of

time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by Engineer if Owner and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

#### ARTICLE 12 - CHANGE OF CONTRACT TIME

- 12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner and Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by Engineer if Owner and Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if a claim is made therefor as provided in Paragraph 12.1. Such delays shall include, but not be limited to, acts of neglect by Owner, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, governmental procedures, or acts of God.
- 12.3 All time limits stated in the Procurement Documents are of the essence of the Procurement Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

#### ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE

Contractor's Continuing Obligation; Warranties, Guarantees:

- 13.1 Contractor's obligation to furnish the Goods and Special Services and to perform other services in connection therewith in accordance with the Procurement Documents is absolute, and Contractor warrants and guarantees to Owner and Engineer that all Goods, Special Services, and other services will be in accordance with the Procurement Documents and free from defects. Prompt notice of all observed defects will be given to Contractor.
- \*13.2 Neither recommendation of any progress or final payment by Engineer, nor any payment by Owner to Contractor under the Procurement Documents, nor any use of the Goods by Owner, nor any act of acceptance by Owner, nor any failure to do so, nor the issuance of a notice of acceptability by Engineer pursuant to Paragraph 6.5, nor any correction of defective Goods or Special Services by Owner will constitute an acceptance of Goods, Special Services, or other services not in accordance with the Procurement Documents or a release of Contractor's obligation to furnish the Goods, Special Services, and other services in accordance with the Procurement Documents, except as otherwise provided in Paragraph 6.8.1.

#### Tests and Inspections:

13.3 Contractor shall give Engineer timely notice of readiness of the Goods for all those inspections, tests, or approvals which the Procurement Documents specify are to be observed by Engineer or another party prior to Owner's acceptance of delivery. Owner will give Contractor timely notice of all tests, inspections, and approvals of the Goods called for by the Procurement Documents which are to be conducted at the site after such acceptance and prior to final payment.

#### Remedying Defective Goods:

13.4 If at any time after Owner's acceptance of delivery under Paragraph 5.5, and before expiration of the correction period under Paragraph 13.5, Owner or Engineer determines that the Goods are defective, Contractor shall, upon written notice from and as required by Engineer, either correct the defects or remove the Goods and replace them with non-defective Goods. If Contractor does not do so promptly and to the satisfaction of Owner and Engineer, Owner may, upon Engineer's recommendation, accept the defective Goods instead of requiring correction or removal and replacement.

13.5 If Contractor fails to take action as required by Engineer in accordance with Paragraph 13.4, Owner may, after ten (10) days' written notice to Contractor, remedy any such deficiency instead of requiring removal or replacement. In an emergency where delay would cause serious risk of loss or damage, Owner may take such action without notice to or waiting for action by Contractor.

#### Correction Period:

13.6 Contractor's responsibility for remedying all defects in the Goods will extend for a period of one (1) year after the earlier of the date on which Owner has placed the Goods in continuous service or the date of final payment, or for such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Procurement Documents or by any specific provisions of the Procurement Documents.

#### Remedying Defective Special Services:

13.7 If, at any time Engineer notifies Contractor in writing that any of the Special Services are defective, Contractor shall promptly provide acceptable services. If Contractor fails to do so, Owner may obtain the Special Services elsewhere.

### ARTICLE 14 - SUSPENSION, CANCELLATION, AND TERMINATION

#### Owner May Suspend:

14.1 Owner may, at any time and without cause, suspend production of the Goods or any portion thereof or the furnishing of Special Services or other services for a period of not more than

ninety (90) days by notice in writing to Contractor and Engineer. Upon fifteen (15) days' written notice from Owner, Contractor shall resume performance. Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore as provided in Articles 11 and 12.

Owner May Cancel:

14.2 Owner may, at any time without cause, upon ten (10) days' written notice to Contractor, cancel all or any part of the undelivered Goods or unfurnished Special Services and shall pay Contractor reasonable cancellation charges.

Owner May Terminate:

14.3 Upon the occurrence of any one or more of the following events:

14.3.1 If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;

14.3.2 If a petition is filed against Contractor under any chapter of said Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

14.3.3 If Contractor makes a general assignment for the benefit of creditors;

14.3.4 If a trustee, receiver, custodian, or agent of Contractor is appointed under applicable law, or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

14.3.5 If Contractor admits in writing an inability to pay its debts generally as they become due; or,

14.3.6 A breach by Contractor in any substantial way of any provision of the Procurement Documents and such breach continues for a period of fifteen (15) days after written notice to correct the breach from Owner to Contractor.

Owner may, after giving Contractor and the surety ten (10) days' written notice and to the extent permitted by law, terminate the service of Contractor. In such case, Contractor shall not be entitled to receive any further payment until all Goods are provided and Special Services and other services furnished in accordance with the

Procurement Documents. If the unpaid balance of the Contract Price exceeds the direct, indirect, and consequential costs to OWNER of such termination (including compensation for additional professional services), such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner will be approved as to reasonableness by Engineer and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price.

- 14.4 Where Contractor's services have been so terminated by Owner, the transaction will not affect any rights and remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by Owner will not release Contractor from liability.

Contractor May Suspend or Terminate:

- 14.5 If, through no act or fault of Contractor, production of the Goods or furnishing of Special Services is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority, or Owner fails for thirty (30) days to pay Contractor any sum finally determined to be due, then Contractor may, upon ten (10) days' written notice to Owner and Engineer, terminate the Procurement Agreement and recover from Owner payment for all Goods completed and Special Services and other services furnished and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Procurement Agreement, if Owner has failed to make any payment as aforesaid, Contractor may upon ten (10) days' written notice to Owner and Engineer suspend production of the Goods and furnishing of Special Services or other services until payment of all amounts then due. The provisions of this paragraph will not relieve Contractor of obligations under Paragraph 7.12 to continue performance of the contract without delay during disputes and disagreements with Owner.

## ARTICLE 15 - ARBITRATION

- \*15.1 All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to the Procurement Documents or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 6.8, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 15. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 15 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.
- \*15.2 No demand for arbitration of any claim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with Paragraph 9.4 shall be made until the earlier of a) the date of which Engineer has rendered a decision; or, b) the tenth (10th) day after the parties have presented their evidence to Engineer if a written decision has not been



rendered by Engineer before that date. No demand for arbitration of any such claim, dispute, or other matter shall be made later than thirty (30) days after the date on which Engineer has rendered a written decision in respect thereof in accordance with Paragraph 9.4; and the failure to demand arbitration within said thirty (30) days' period shall result in Engineer's decision being final and binding upon Owner and Contractor. If Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

- \*15.3 Notice of the demand for arbitration will be filed in writing with the other party to the Procurement Agreement and with the American Arbitration Association, and a copy will be sent to Engineer for information. The demand for arbitration shall be made within the thirty (30) day period specified in Paragraph 15.2 where applicable, and in all other cases within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
- \*15.4 No arbitration arising out of or relating to the Procurement Documents shall include by consolidation, joinder, or in any other manner any other person or entity (including Engineer and Engineer's agents, employees, or consultants) who is not a party to this Agreement unless:
  - 15.4.1 The inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration;
  - 15.4.2 Such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings; and,
  - 15.4.3 The written consent of the other person or entity sought to be included and of Owner and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.
- \*15.5 The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11).

## ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1 Whenever any provision of the Procurement Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage pre-paid, to the last business address known to the giver of the notice.

Computation of Time:

\*16.2 When any period of time is referred to in the Procurement Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

General:

16.3 The duties and obligations imposed by these Procurement General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon Contractor by Paragraphs 13.1 and 13.6 and all of the rights and remedies available to Owner and Engineer thereunder, will be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Procurement Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Procurement Documents in connection with each particular duty, obligation, right, and remedy to which they apply. All representations, warranties, and guarantees made in the Procurement Documents will survive final payment and termination or completion of this Agreement.

STANDARD  
PROCUREMENT SUPPLEMENTARY CONDITIONS  
(Approved by City Attorney, 1995)

These Supplementary Conditions amend or supplement the Procurement General Conditions (EJCDC No. 1910-26-B, 1981 Edition), and other provisions of the Procurement Documents as follows. All provisions which are not so amended or supplemented remain in full force and effect.

S.C. - 1.0.1

The Bid Bond shall be submitted on the form provided for such purpose by Owner.

S.C. - 1.0.2

Owner. Owner shall be the City of Casper, Wyoming, a Municipal Corporation.

S.C. - 2.1, 4.1, and 4.2

Delete Paragraphs 2.1, 4.1, and 4.2 of the Procurement General Conditions in their entirety.

S.C. - 6.3

Delete Paragraph 6.3 of the Procurement General Conditions in its entirety and insert the following:

"The amounts of the progress payments will be as provided in the Procurement Agreement. Owner shall, within thirty (30) days after receipt of each Application of Payment with Engineer's recommendation, pay Contractor the amount recommended; but, in the case of the Application for Payment upon Owner's acceptance of delivery of the Goods, said thirty (30) day period may be extended for so long as is necessary (but in no event more than twenty (20) additional days) for Owner to examine the bill of sale and other documentation submitted therewith. Owner shall notify Contractor promptly of any deficiency in the documentation and shall not unreasonably withhold payment."

S.C. - 6.5

Add the following subparagraph after Paragraph 6.5 of the Procurement General Conditions:

"Owner shall not be required to make final payment to the Contractor until such time as Wyoming State Statute No. 16-6-116 has been fulfilled. If no claims or liens have been filed within a forty-one (41) day period after completion and acceptance of the project, the retained percentage will be paid (final estimate) within fifteen (15) days of the expiration thereof. Should any liens or claims be filed, retainage equal to the amount of the lien or claim will be held until a satisfactory agreement is reached between the Owner, the Contractor, and the Contractor's surety."

S.C. - 6.6

Delete Paragraph 6.6 of the Procurement General Conditions in its entirety and insert the following:

"If, on the basis of final inspection and review of the final Application for Payment and accompanying documentation, Engineer is satisfied that the Goods are in accordance with the Procurement Documents, that Special Services have been furnished as required, and that Contractor's other obligations under the Procurement Documents have been fulfilled, Engineer will, within ten (10) days after receipt of the final Application for Payment, recommended in writing final payment subject to the provisions of Paragraphs 6.5 and 6.8 and present the Application to Owner. Otherwise, Engineer will return the Application to Contractor indicating the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, and in accordance with Paragraphs 6.5 and 6.8, Owner shall, within fifteen (15) days after receipt thereof, pay Contractor the amount recommended by Engineer."

S.C. - 13.2

Delete Paragraph 13.2 of the Procurement General Conditions in its entirety and insert the following:

"Neither recommendation of any progress or final payment by Engineer, nor any payment by Owner to Contractor under the Procurement Documents, nor any use of the Goods by Owner, nor any act of acceptance by Owner, nor any failure to do so, nor the issuance of a notice of acceptability by Engineer pursuant to Paragraph 6.5, nor any correction of defective Goods or Special Services by Owner will constitute an acceptance of Goods, Special Services, or other services not in accordance with the Procurement Documents or a release of Contractor's obligation to furnish the Goods, Special Services, and other services in accordance with the Procurement Documents."

S.C. - 15.1

Delete the Paragraph 15.1 of the Procurement General Conditions and insert the following:

"All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to the Procurement Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 6.8), may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 15. Settlement of disputes or claims by arbitration shall require the written consent of both parties. If agreement so to arbitrate as provided in this Article 15 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction."

S.C. - 15.2 through 15.5

Delete Paragraphs 15.2, 15.3, 15.4, and 15.5 of the Procurement General Conditions in their entirety.

S.C. - 16.2

Delete the last sentence of Paragraph 16.2 of the Procurement General Conditions in its entirety.

RESOLUTION NO. 18-161

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH KROHNE INC. FOR MAGNETIC FLOW METERS FOR USE AT THE PRATT, NORTH PARK, MOUNTAIN ROAD, AND SOUTHWEST WATER BOOSTER STATIONS.

WHEREAS, the City needs four (4) KROHNE magnetic flow meters for use at the Pratt, North Park, Mountain Road, and Southwest water booster stations.; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the magnetic flow meters as required by an agreement between the Contractor and the City; and,

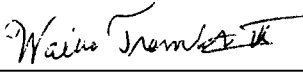
WHEREAS, the City desires to retain the Contractor for furnishing the magnetic flow meters.

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 procurement agreement with KROHNE Inc., 7 Dearborn Road, Peabody, Massachusetts 01960 for the furnishing of four (4) KROHNE magnetic flow meters.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the procurement agreement in an amount not to exceed Forty-Five Thousand Ninety-Eight Dollars (\$45,098.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:

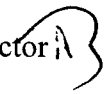
\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

June 28, 2018

**MEMO TO:** J. Carter Napier, City Manager 

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

**SUBJECT:** Authorizing an Agreement with HDR Engineering, Inc. for Water Rights/Water Supply Studies, Tasks, and Activities in the amount not to exceed \$75,000.

**Meeting Type & Date**  
Regular Council Meeting  
August 7, 2018

**Action type**  
Resolution

**Recommendation**

That Council, by resolution, authorize a contract with HDR Engineering, Inc., Cheyenne, Wyoming, for ongoing studies, tasks, and activities concerning water rights and water supply activities, in an amount not to exceed \$75,000.

**Summary**

Since 2002, several contracts have been consummated with HDR Engineering, Inc. or its predecessor for water rights/water supply related services. The latest contract was consummated in 2017. The 2017 contract monies are almost depleted and a new contract is needed. Water rights/supply activities are highly complex, very time consuming, and require outside expertise. Key personnel from HDR will be working with City of Casper staff on water rights/water supply issues.

The Scope of Services for this latest contract includes:

- Advise the City on the implications and requirements of the Tri-Party CAID agreement (40-year agreement expires in 2022)
- Provide a feasibility evaluation and potential implementation of water accounting exchange to expand the beneficial use of the Upper Rock Creek Reservoir water right during periods of water rights administration
- Continued evaluation of water supply assessment options
- Guidance and oversight of weekly, monthly, and yearly water rights usage reporting requirements to the State Engineer's Office

**Financial Considerations**

Funding for this contract will come from Water Fund Reserves allocated in the FY19 Water Distribution budget.

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Resolution

Professional Services Agreement with Exhibits “A” and “B” attached



# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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. HDR Engineering, Inc., 7350 Stockman, Suite A, Cheyenne, Wyoming 82009 (“Consultant”).

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

### RECITALS

- A. The City is undertaking continuing water supply and water rights studies.
- B. The project requires professional services for various ongoing studies, tasks, and activities regarding water rights and water supplies.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following scope of work described in Exhibit “A”, which is attached hereto and hereby made a part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Consultant are to commence upon written notice to proceed from the Owner. Components of the Project shall be undertaken and completed within a period which may reasonably be required for the tasks. This is an ongoing Professional Services Contract for water rights and water supply studies, tasks, and activities.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with attached Exhibit "B" for services performed in accordance with paragraph 1, not to exceed an amount of Seventy-Five Thousand Dollars (\$75,000) which covers the Consultant's hourly rates used as a basis for payment which means salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable. Reimbursable expenses shall be those expenses not herein defined as part of the hourly rate and which are reasonably incurred by the Consultant in the performance of this Contract.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur D. Tremel  
City Clerk

Ray Pacheco  
Mayor

WITNESS

CONSULTANT  
HDR Engineering, Inc.

By: Elizabeth Cadogan  
Printed Name: Elizabeth Cadogan  
Title: Office Manager

By: Jason Kjenstad  
Printed Name: Jason Kjenstad  
Title: Vice President

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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



effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

## EXHIBIT “A”

City of Casper  
Public Services Department – Utilities Division

### Scope of Work

#### **Task 1.0** Tri-Party Agreement Negotiations

HDR will continue to advise the City on the implications and requirements of the Tri-Party agreement for Kendrick Project water (40-year agreement expires in 2022).

1.1 Assist the City in re-negotiation of the Tri-Party Agreement. In a re-negotiation process, the City will be meeting periodically, and will be corresponding with US Bureau of Reclamation (USBR) Wyoming Area Office in Mills. In addition, it is anticipated that Casper Alcova Irrigation District (CAID) will be involved in the negotiations.

1.2 Assist the City in understanding and implementing the contractual requirements under the Tri-Party agreement and the agreement with Casper Alcova Irrigation District (CAID) and any other agreements applicable to the City’s use of CAID water supplies.

#### ***Deliverables:***

1) HDR will prepare and send out an agenda prior to the meetings and a summary of the meeting or conference call discussions will be shared with the meeting participants.

#### ***Assumptions:***

1) Up to four meetings are anticipated in Casper. HDR anticipates some of the discussions will occur via conference calls. HDR would plan to have periodic overall water right project meetings with the City of Casper during the same trip as the Kendrick Project water meetings.

#### **Task 2.0** Exchange Petition

Complete a feasibility evaluation and potential implementation of a water accounting exchange process to enhance and expand existing water supplies available for municipal use. The exchange process may involve the City’s storage water rights in Upper Rock Creek Reservoir and/or other City or Central Wyoming Regional Water System water rights previously transferred from municipal use from another type of water use. Two of the North Platte Federal Reservoirs would serve as the source of makeup or replacement water that is exchanged with the City’s water supply right(s).

2.1 If agreeable by the City, HDR to prepare and draft an exchange petition. Prior to submitting the exchange petition; prepare for and attend, a meeting with the Wyoming State Engineer’s Office in Cheyenne or Torrington.

2.2 The exchange petition will require the development of an exchange petition map and a Technical Report. The Technical Report contains the following documentation and analysis:

2.2.1 The proposed accounting procedure under the exchange.

2.2.2 Historical diversion records of the regional water treatment plant.

2.2.3 Historical streamflows of the North River and major tributaries between Pathfinder and Glendo Reservoirs.

2.2.4 An analysis of the municipal return flows. To provide a basis for the City seeking credit for municipal return flows, HDR will analyze water diversion records together with the regional wastewater plant return flow records to estimate the flow rate, quantities, and the seasonal timing of the portion of return flows that originate from actual municipal diversion and use.

2.3 HDR anticipates the need to respond to Wyoming State Engineer review comments.

2.4 The exchange petition process is expected to require review and consent by USBR Wyoming Area Office in Mills and the State Engineer's Office may request that a public meeting is held with stakeholders. The USBR's review and approval may require compliance with NEPA.

2.4.1 The thirteen Wyoming and Nebraska contractors served by USBOR's North Platte Project and the Nebraska Department of Natural Resources (DNR) may need to be contacted and solicited by the City of Casper to provide review comments.

***Deliverables:***

- 1) HDR will complete a draft and final exchange petition for submittal to the Wyoming State Engineer's Office.
- 2) HDR will complete a draft and final technical report that accompanies the exchange petition.
- 3) HDR anticipated one meeting will be held with the State Engineer's Office prior to submittal of the exchange petition. HDR anticipates the need for conference calls with the State Engineer's Office.

***Assumptions:***

- 1) HDR will not be completing the exchange petition map. HDR will provide assistance and guidance for the preparing of the petition map by a Professional Land Surveyor in the State of Wyoming.
- 2) During a water right exchange process, the City will not receive return flow credit for wastewater return flows that originate from inflow/infiltration (I/I). HDR will perform an analysis to estimate the quantity and timing of the portion of I/I return flows that is excluded.
- 3) HDR anticipates the need to respond to the State Engineer's Office review comments.
- 4) The level of effort to address all of the State Engineer's Office comments is uncertain. In addition, if USBR's approval process in Task 2.4. triggers a NEPA review or if the Wyoming State Engineer's Office requires an extensive stakeholder participation process involving the 13 federal North Platte Contractors and the Nebraska DNR, HDR's will need to submit an amended scope of services and a budget amendment request to the City.

**Task 3.0 General Water Right Support Activities**

3.1 HDR will continue to provide assistance recommending the release, management, and tracking of Upper Rock Creek Reservoir storage water and applying WSEO designated conveyance loss factors to meet the City's water needs during periods of water rights administration and to demonstrate beneficial use of the storage water right.

3.2 Continue to advise, assist, and track the City's reporting of the active beneficial use of the City's owned and leased water rights on a monthly, and yearly basis to WSEO. The City of Casper needs to continue to demonstrate and document the beneficial use of all water rights.

3.3 Continue to advise and assist the City on temporary water leasing agreements. HDR will assist the City in recommending and addressing any proposals or solicitations for water right leasing or water supply acquisitions.

**Task 4.0 Administration and Expenses**

HDR's project administration and expense tasks include direct expenses, travel expenses, project management, quality control, tracking, and invoicing.

**Exhibit "B"**  
**HDR Engineering**  
**2018 Hourly Billing Rates**

Enclosed are the 2018 Hourly Billable Rates for HDR Engineering. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not included reimbursable expenses or hourly billing rates for equipment as defined below.

<b>Description</b>	<b>Billing Rate/Hour</b>
Managing Principal	225
Senior Project Manager	195
Project Manager	175
ASME Disciplines	180
Engineer V	175
Engineer IV	160
Engineer III	140
Engineer II	125
Engineer I	110
Engineering/Field Services Technician III	120
Engineering/Field Services Technician II	105
Engineering/Field Services Technician I	95
Cadd/GIS Technician IV	135
Cadd/GIS Technician III	115
Cadd/GIS Technician II	105
Cadd/GIS Technician I	95
Right of Way III	175
Right of Way II	155
Right of Way I	120
Environmental Scientist V	175
Environmental Scientist IV	160
Environmental Scientist III	140
Environmental Scientist II	125
Environmental Scientist I	110
Senior Land Surveyor	150
Land Surveyor	130
Survey Technician III	120
Survey Technician II	110
Survey Technician I	95
Senior Construction Manager	195
Construction Manager	155
Construction Inspector	95
Public Involvement/Graphic Designer III	150
Public Involvement/Graphic Designer II	125
Public Involvement/Graphic Designer I	95
Accountant	95
Admin Assistant	70

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at

the time of contract negotiation.

**Direct Expenses**

Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Mileage	\$0.75 per mile
Printing:	
B&W 8.5x11	\$0.038 each
Color 8.5x11	\$0.135 each
B&W 11x17	\$0.076 each
Color 11x17	\$0.270 each
Plots Bond	\$0.45 per sq. ft.

**OTHER REIMBURSABLE EXPENSES**

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. Unless negotiated otherwise in the contract, ENGINEER will add 10% to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Hourly equipment charges apply to specific equipment used on the project.

RESOLUTION NO. 18-162

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH HDR ENGINEERING, INC. FOR ONGOING STUDIES, TASKS, AND ACTIVITIES REGARDING WATER RIGHTS AND WATER SUPPLY ACTIVITIES.

WHEREAS, the City of Casper desires to procure professional services for various on-going studies, tasks, and activities concerning water rights and water supply activities; and,

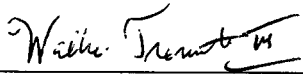
WHEREAS, HDR Engineering, Inc. is able and willing to provide such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with HDR Engineering, Inc. in the amount not to exceed Seventy-Five Thousand Dollars (\$75,000) for ongoing studies, tasks, and activities concerning water rights and water supply activities.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payments throughout the project retaining those amounts prescribed by the agreement equal to a total amount not to exceed Seventy-Five Thousand Dollars (\$75,000).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation


\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor



July 11, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing a Contract for Outside-City Sewer Service with Silver Dollar Properties, LLC

Meeting Type & Date  
Regular Council Meeting  
August 7, 2018

Action Type  
Resolution

Recommendation  
That Council, by resolution, authorize a Contract for Outside-City Sewer Service with Silver Dollar Properties, LLC.

Summary  
This parcel of land is located on HWY 20/26 approximately four miles west of the Natrona County International Airport. This contract provides for Outside-City sewer service.

The Casper Area Economic Development Alliance (CAEDA) is completing the construction of a sewer system along HWY 20/26 known as the 33-Mile Sanitary Sewer. Upon completion of construction, the City will take over ownership, operation, and maintenance responsibilities of the sewer system.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary.

The Public Utilities Advisory Board conceptually approved the contract at its May 23, 2018 meeting and has recommended Council approval.

Financial Considerations  
No financial considerations

Oversight/Project Responsibility  
Bruce Martin, Public Utilities Manager

Attachments

Resolution

Agreement

Commitment to Annex

## CONTRACT FOR OUTSIDE-CITY SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Silver Dollar Properties, LLC, 4925 Greenville Avenue, Suite 900, Dallas, Texas 75206; hereinafter referred to as "Owner."

### RECITALS

A. Owner is the owner of certain land as described in Exhibit "A" being a portion of the NE1/4 SE1/4 of Section 14, Township 34 North, Range 81 West of the 6<sup>th</sup> P.M., in Natrona County, Wyoming, with the address of 4510 Thirty Three Mile Road, which is not within the corporate limits of the City of Casper; and,

B. The Owner already has retail water service for their buildings from the 33-Mile Improvement and Service District; and,

C. A sanitary sewer main owned and operated by the City is within three hundred feet (300') of the property; and,

D. The Owner desires to obtain sewer service from City for such property as described in Exhibit "A"; and,

E. Owner and City have agreed to sewer service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

#### 1. Service

- a. The properties served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. The Owner shall be allotted one sewer service connection(s) to the property as shown on Exhibit "A." No other properties may be served from this connection.
- c. The Owner shall, at its sole cost and expense, install the sewer service line(s) from the City sewer main to the building(s) to be served.
- d. The City will install a four-inch sewer service tap to the existing eight-inch sewer main at the request of and at the sole cost and expense of the Owner, in accordance with the then-prevailing costs and procedures and in accordance with the then-existing City standards and specifications.
- e. The Owner shall be responsible for obtaining easements from other property owners for the sewer service lines as needed at its sole cost and expense.

2. Right of Inspection

The City shall have the right to inspect all sewer system construction. All sewer system construction must meet City requirements. Before connection of the sewer services to any building, all work must be accepted and approved by the City.

3. Charges for Service

- a. The Owner will pay to the City the then-current outside-City system investment charge for each connection to be served with sewer. Payment will be made prior to actual receipt of sewer service provided by the City.
- b. The outside-City sewer system investment charge shall be based on the 1” water meter connection from 33-Mile Improvement and Service District.
- c. The charge for sewer service provided shall be at the City’s existing rates as the same shall apply from time to time for all retail outside-City sewer service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City sewer service.
- d. Sewer service flows shall be based on the wintertime water consumption from the 33-Mile Improvement and Service District metered flows to the Owner.

4. Regulation

The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service, and all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Construction Term

The Owner shall be allowed two (2) years from the date of this Agreement to complete the sewer service line construction and necessary improvements as set forth herein. Should the construction not be completed within this time period, this Agreement shall automatically be null and void.

6. Annexation

The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner’s petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex their property to the City of Casper on a form acceptable to the City of Casper. The commitment to

annex form shall be executed concurrently with this Agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

7. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements in the area at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.
- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

8. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys'

fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

9. General Provisions

- a. Successors, Assigns and Recording: 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 as set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. 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 any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
  
- 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:  
  

Owner Info	City of Casper
Mr. Randall McCleskey,	Attn: Public Services Director
Sole Owner/Managing Member	200 North David
Silver Dollar Properties, LLC	Casper, WY 82601
4925 Greenville Ave, Suite 900	
Dallas, Texas 75206	
  
- 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.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

Wade Truxa

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur D. Tremel  
City Clerk

Ray Pacheco  
Mayor

ATTEST:

John E. Ewert

OWNER:  
Silver Dollar Properties, LLC  
4925 Greenville Ave, Suite 900  
Dallas Texas 75206  
Randall McCleskey  
Randall McCleskey  
Sole Owner/Managing Member

The undersigned mortgagee for Silver Dollar Properties, LLC hereby agrees to, consents, and ratifies this agreement.

6/27/2018  
Date

Randall McCleskey  
MORTGAGEE

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

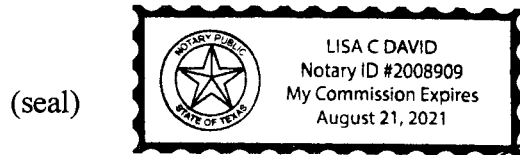
Printed Name: Randall McCleskey

Title: Individually



Texas  
STATE OF WYOMING )  
DALLAS ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 27<sup>th</sup> day of June, 2018, by Randall McCleskey as Sole Owner/Managing Member of Silver Dollar Properties, LLC.

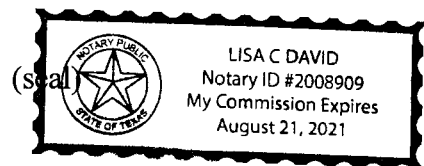


NOTARY PUBLIC

My commission expires: 8-21-21

Texas  
STATE OF WYOMING )  
Dallas ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 27<sup>th</sup> day of June, 2018, by Randall McCleskey as \_\_\_\_\_ of \_\_\_\_\_, the Mortgagee.



NOTARY PUBLIC

My commission expires: 8-21-21

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Ray Pacheco as the Mayor of City of Casper, Wyoming, a Wyoming municipal corporation.

(seal) \_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

# EXHIBIT "A" LOCATION MAP

S89° 33' 02.66"E  
860.860

SILVER DOLLAR PROPERTIES  
4510 33 MILE ROAD  
NE $\frac{1}{4}$  SE $\frac{1}{4}$  OF SECTION 14, T34N R81W  
OF THE 6TH PRINCIPAL MERIDIAN  
CASPER WYOMING  
NATRONA COUNTY

N0° 51' 56.38"E  
325.433

S0° 43' 06.02"W  
584.935

33 MILE RD

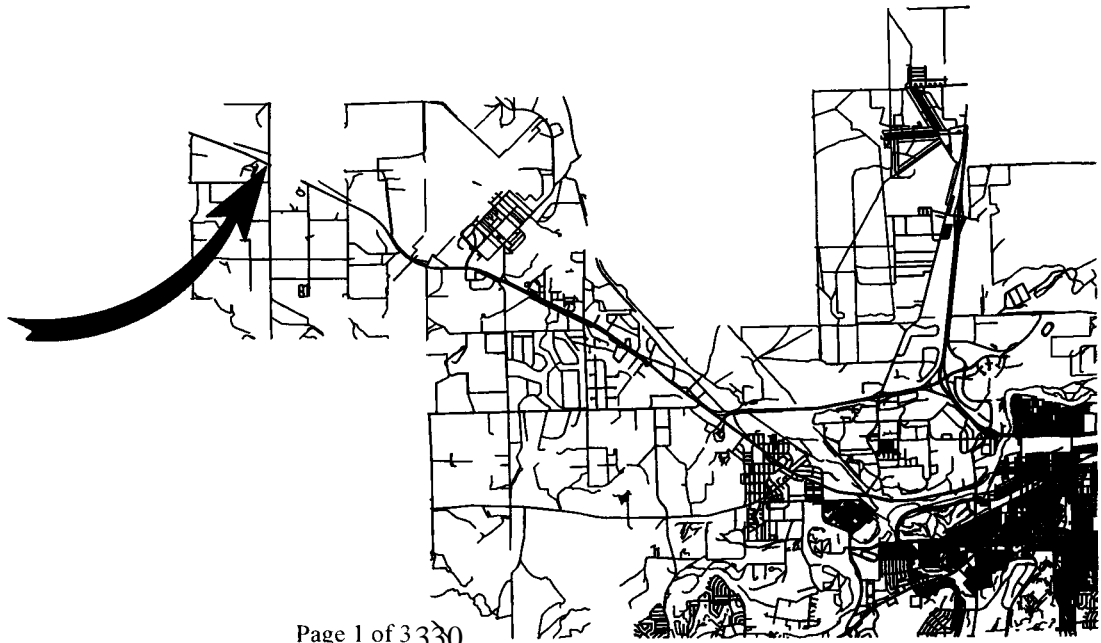
R97.770  
N72.44' 59.85"W

HWY 20-26

VICINITY MAP  
NOT TO SCALE

# VICINITY MAP

PROPOSED  
SERVICE  
LOCATION



VICINITY MAP  
NOT TO SCALE

## EXHIBIT "A"

### PROPERTY DESCRIPTION

4510 33 Mile Road, Casper, Natrona County, Wyoming

A parcel of land located in and being a portion of the NE1/4SE1/4 of Section 14 of the Dependent Resurvey of Township 34 North (T34N). Range 81 West (R81W) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), Natrona County, Wyoming, said parcel being a portion of that certain tract of land recorded in the office of the Natrona County Clerk in Instrument No. 273271 on September 19, 1979, the parcel herein described as follows:

Beginning at a point on the northerly line of said NE1/4SE1/4 of said Section 14, located S89°40'53"E (S89°38'E-G.L.O. Record) a distance of 101.90 feet from a U.S. General Land Office brass cap monumenting the East – Center One-Sixteenth corner (E1/16 c-c) of said Section 14, said point of beginning being the northwesterly corner of the parcel herein described, established this survey and monumented with a 5/8" rebar with an aluminum cap inscribed "G.E. & L.S., Inc., 1981, L.S. 3513";

Thence along the northerly line of the parcel herein described and northerly line of the NE1/4SE1/4 of said Section 14, S89°40'53"E (S89°38' E-G.L.O. Record) a distance of 860.11 feet to the northeasterly corner of the parcel herein described, said northeasterly corner situated in the westerly line, as monumented, of that certain tract of land as recorded in Instrument No. 273863 in the office of the Natrona County Clerk on September 28, 1979, the northeasterly corner of the parcel herein described, established this survey and monumented with a 5/8" rebar with an aluminum cap inscribed "G.E. & L.S., INC., 1981, L.S. 3513" and from which corner an aluminum cap monumenting the East One-Quarter corner (E1/4) of said Section 14 as re-established by Wyo.L.S. Reg.No. 3121 bears S89°40'53"E a distance of 364.11 feet (S89°25'59"S-353.33 feet Deed Record) therefrom;

Thence along the easterly line of the parcel herein described, identical with the monumented easterly line of the tract described in Instrument No. 273271 and the monumented westerly line of the tract as described in Instrument No. 273063, S0°31'16"W, a distance of 584.57 feet (S0°49'W-584.99 feet-Deed Record) to a recovered 5/8" rebar with an aluminum cap inscribed "SE COR, Wyo. L.S.461", monumenting the southeasterly corner of the parcel herein described and common corner of the hereto before referenced tracts of land;

Thence, along the southerly line of the parcel herein described, identical with the southerly line as monumented of that certain tract of land as recorded in Instrument No. 273271, which is also the northerly line of that certain tract of land as recorded in Book 293 of Deeds as Pages 301 and 302 in the office of the Natrona County Clerk, N 72° 57' 25" W (N 72° 41' 06" W-Deed Record) a distance of 898.91 feet to a 5/8" rebar with an aluminum cap inscribed "G.E. & L.S., INC., 1981, L.S. 3513" established this survey to monument the southwesterly corner of the parcel herein described and from which corner a recovered 5/8" rebar on the northerly line of the NW1/4SE1/4 of said Section 14 bears N 72° 57' 25"W a distance of 1135.34 feet therefrom;

Thence through that certain tract of land as recorded in Instrument No. 273271, along the westerly line of the parcel herein described N 0°49'05"E a distance of 325.90 feet to the northwesterly corner thereof and point of beginning.

This is the same tract of land as more particularly described in that certain Quitclaim Deed filed on April 2, 2001, at 8:52 a.m. in the Official Records of Natrona County, Wyoming, bearing instrument No. 667760.

COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING  
(Corporate/Partnership Form)

We, Silver Dollar Properties, LLC and Randall McCleskey respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**SILVER DOLLAR PROPERTIES, LLC  
4510 33 MILE ROAD  
CASPER, WYOMING NATRONA COUNTY  
PROPERTY AS DESCRIBED IN EXHIBIT "A"**

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the said Owner and Mortgagee, and their heirs, successors, and assigns forever.

6/27/2018  
Date

Silver Dollar Properties, LLC  
AS OWNER:

By: [Signature]

Name: Randall McCleskey

Title: Sole Owner/Managing Member

6/27/2018  
Date

[Signature]  
MORTGAGEE

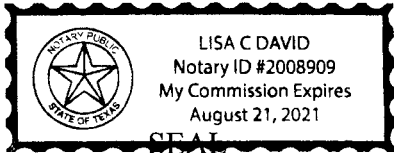
By: Randall McCleskey

Name: Randall McCleskey

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

STATE OF Texas )  
COUNTY OF Dallas ) ss.

This instrument was acknowledged before me this 27<sup>th</sup> day of June, 2018, by Randall McCleskey, as Sole Owner/Managing Member of Silver Dollar Properties, LLC.

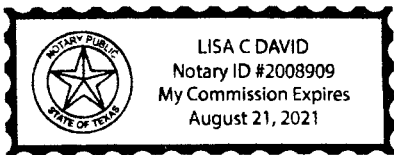


Lisa C David  
Notary Public

My commission expires: 8-21-21

STATE OF Texas )  
COUNTY OF Dallas ) ss.

This instrument was acknowledged before me this 27<sup>th</sup> day of June, 2018, by Randall McCleskey, as \_\_\_\_\_ of \_\_\_\_\_, MORTGAGEE.



SEAL

Lisa C David  
Notary Public

My commission expires: 8-21-21

# EXHIBIT "A" LOCATION MAP

S89° 33' 02 66"E  
860 860

SILVER DOLLAR PROPERTIES  
4510 33 MILE ROAD  
NE $\frac{1}{4}$  SE $\frac{1}{4}$  OF SECTION 14, T34N R81W  
OF THE 6TH PRINCIPAL MERIDIAN  
CASPER WYOMING  
NATRONA COUNTY

N0° 51' 56 38"E  
4,475 433

S0° 45' 10 32"N  
584 835

33 MILE RD

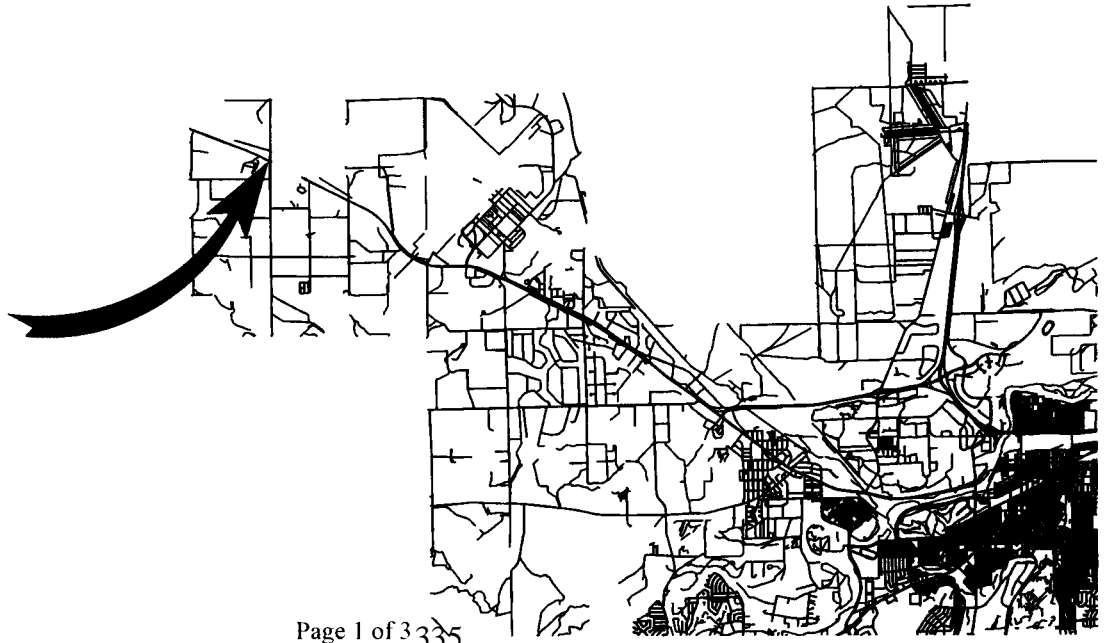
R87° 27"  
N12° 14' 39 85"W

HWY 20 - 26

VICINITY MAP  
NOT TO SCALE

# VICINITY MAP

PROPOSED  
SERVICE  
LOCATION



VICINITY MAP  
NOT TO SCALE

## EXHIBIT "A"

### PROPERTY DESCRIPTION

4510 33 Mile Road, Casper, Natrona County, Wyoming

A parcel of land located in and being a portion of the NE1/4SE1/4 of Section 14 of the Dependent Resurvey of Township 34 North (T34N), Range 81 West (R81W) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), Natrona County, Wyoming, said parcel being a portion of that certain tract of land recorded in the office of the Natrona County Clerk in Instrument No. 273271 on September 19, 1979, the parcel herein described as follows:

Beginning at a point on the northerly line of said NE1/4SE1/4 of said Section 14, located S89°40'53"E (S89°38'E-G.L.O. Record) a distance of 101.90 feet from a U.S. General Land Office brass cap monumenting the East – Center One-Sixteenth corner (E1/16 c-c) of said Section 14, said point of beginning being the northwesterly corner of the parcel herein described, established this survey and monumented with a 5/8" rebar with an aluminum cap inscribed "G.E. & L.S., Inc., 1981, L.S. 3513";

Thence along the northerly line of the parcel herein described and northerly line of the NE1/4SE1/4 of said Section 14, S89°40'53"E (S89°38' E-G.L.O. Record) a distance of 860.11 feet to the northeasterly corner of the parcel herein described, said northeasterly corner situated in the westerly line, as monumented, of that certain tract of land as recorded in Instrument No. 273863 in the office of the Natrona County Clerk on September 28, 1979, the northeasterly corner of the parcel herein described, established this survey and monumented with a 5/8" rebar with an aluminum cap inscribed "G.E. & L.S., INC., 1981, L.S. 3513" and from which corner an aluminum cap monumenting the East One-Quarter corner (E1/4) of said Section 14 as re-established by Wyo.L.S. Reg.No. 3121 bears S89°40'53"E a distance of 364.11 feet (S89°25'59"S-353.33 feet Deed Record) therefrom;

Thence along the easterly line of the parcel herein described, identical with the monumented easterly line of the tract described in Instrument No. 273271 and the monumented westerly line of the tract as described in Instrument No. 273063, S0°31'16"W, a distance of 584.57 feet (S0°49'W-584.99 feet-Deed Record) to a recovered 5/8" rebar with an aluminum cap inscribed "SE COR, Wyo. L.S.461", monumenting the southeasterly corner of the parcel herein described and common corner of the hereto before referenced tracts of land;

Thence, along the southerly line of the parcel herein described, identical with the southerly line as monumented of that certain tract of land as recorded in Instrument No. 273271, which is also the northerly line of that certain tract of land as recorded in Book 293 of Deeds as Pages 301 and 302 in the office of the Natrona County Clerk, N 72° 57' 25" W (N 72° 41' 06" W-Deed Record) a distance of 898.91 feet to a 5/8" rebar with an aluminum cap inscribed "G.E. & L.S., INC., 1981, L.S. 3513" established this survey to monument the southwestly corner of the parcel herein described and from which corner a recovered 5/8" rebar on the northerly line of the NW1/4SE1/4 of said Section 14 bears N 72° 57' 25"W a distance of 1135.34 feet therefrom;



Thence through that certain tract of land as recorded in Instrument No. 273271, along the westerly line of the parcel herein described N 0°49'05"E a distance of 325.90 feet to the northwesterly corner thereof and point of beginning.

This is the same tract of land as more particularly described in that certain Quitclaim Deed filed on April 2, 2001, at 8:52 a.m. in the Official Records of Natrona County, Wyoming, bearing instrument No. 667760.

RESOLUTION NO. 18-163

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY SEWER SERVICE WITH SILVER DOLLAR PROPERTIES, LLC.

WHEREAS, Silver Dollar Properties, LLC has requested outside-City sewer service from the City of Casper; and,

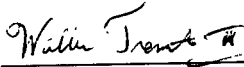
WHEREAS, a contract for providing such sewer service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

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 Outside-City Sewer Service with Silver Dollar Properties, LLC, 4925 Greenville Ave, Suite 900, Dallas, Texas 75206.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 17, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Professional Services Contract with Inberg-Miller Engineers, Inc. in the amount of \$35,970.00, for construction administration services for the Lower Eastdale Creek Channel Improvements – Phase 2, Project No. 15-083.

Meeting Type & Date

Regular Council Meeting  
August 7, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a Professional Services Contract with Inberg-Miller Engineers, Inc. (IME), for construction administration services related to the Lower Eastdale Creek Channel Improvements – Phase 2 Project, in the amount of \$35,970.00.

Summary

The 2013 Stormwater Management Master Plan recommended and ranked various stormwater improvements projects. The Lower Eastdale Creek Channel Improvements project was identified as a priority in the master plan and includes installation of culverts and widening of the natural channel in order to reduce flooding of nearby public and private properties.

The Lower Eastdale Creek Channel Improvements Project was completely designed in 2016 by IME. However, due to higher than expected construction costs, only Phase 1 of the project was constructed in 2017, including concrete box culverts beneath Bryan-Evansville Road. Phase 2 of the project includes channel re-alignment and widening in order to pass a minimum 10-year flood event.

IME has now completed the design and half of the construction portion of the project and has been selected to provide the permitting, project coordination, inspection, and materials testing for this project. The construction work is expected to be complete by June of 2019.

Financial Considerations

Optional One Cent #14 Sales Tax

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department

Attachments

Resolution  
Agreement

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 7<sup>th</sup> day of August, 2018, by and between the following parties:

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

2. Inberg-Miller Engineers, Inc., 1120 East C Street, Casper, Wyoming, 82601 (“Consultant”).

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

### RECITALS

A. The City is undertaking a project to increase storm drainage capacity on Eastdale Creek south of Bryan-Evansville Road.

B. The project requires professional services for construction administration for the Lower Eastdale Creek Channel Improvements – Phase 2, Project No. 15-083 in Casper, Wyoming.

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

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

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

1. SCOPE OF SERVICES:

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

A. Permitting.

1. The Consultant shall be responsible to obtain any necessary permitting from the United States Army Corps of Engineers and the Wyoming Department of Environmental Quality related to wetlands delineation and mitigation of impacts.

B. Sub-consultants.

1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work.
2. The City and Consultant shall mutually approve, in writing, the use of any sub-consultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(s).

C. Construction:

1. General Administration of Construction Contract. Consultant shall consult with and advise City and act as City's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and City may otherwise agree in writing. All of City's instructions to Consultant(s) will be issued through Consultant who will have authority to act on behalf of City to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with City throughout the construction phase as deemed necessary by the Consultant or City, but not less than one (1) time per week.
2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the City. At this conference, the Consultant will deliver not more than four (4) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.

4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:

a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction, as Consultant deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full-time assistant (or as agreed) at the site to assist Consultant and to provide continuous observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep City informed of the progress of the Work. The RPR and the assistant will be on site for an average of six (6) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.

b. The RPR will be Consultant's agent or employee and under Consultant's supervision.

c. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken by, Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide City with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

d. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s), nor assume responsibility for Contractor(s)' failure to furnish and perform their Work, in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep City informed of the progress of the Work, and will

alert City to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

e. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of materials installed and all relevant conversations with the Contractor(s) or other entities on behalf of the City, a copy of which shall be given to City no less frequently than one (1) time each week during construction of the Project.

f. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain a brief description of the direction of the view, activity and date. The photograph log shall be delivered to the City upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.

g. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, and minutes of the progress meetings.

h. During construction, progress meetings to include City's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings and for circulating the minutes to all attendees within four (4) days following the meeting.

i. In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the City. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.

5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:

a. Establish horizontal and vertical control for construction.

- b. All staking will be done once, and Contractor(s) will be responsible for additional staking at his cost.
6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
  7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to City.
  8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
  9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
  10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents.
  11. Disputes between City and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder, and make decisions on all claims of City and Contractor(s) relating to the acceptability of the Work thereunder, or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. City reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
  12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided



by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:

a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to City, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to City free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to City with written comments.

14. Walk-Through. Consultant shall conduct a walk-through to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to City and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.B.12.b. above.
15. Record Drawings. The Consultant shall maintain a regularly updated set of "as-constructed" field prints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days after Substantial Completion, Consultant shall deliver to the City Engineering Office one (1) set of reproducible record drawings (11x17 paper copy) showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant. Consultant shall also provide to City a copy of record drawings of the Project in AutoCAD and PDF format on one set of compact discs (CD's) labeled as "*Record Drawings – Lower Eastdale Creek Channel Improvements – Phase 2, Project No. 15-083*". The AutoCAD record drawings shall utilize the United States National CAD Standards for consistent formatting and input to GIS, and shall meet the requirements of Municipal Code 16.16.020.
16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting City in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the City for approval.
18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the

site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.B.1. through I.B.17. inclusive above shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Thirty-Five Thousand Nine Hundred Seventy Dollars (\$35,970).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESS

CONSULTANT  
Inberg-Miller Engineers, Inc.

By: Marian J. Sexty  
Printed Name: Marian J. Sexty  
Title: Administrative Asst.

By: E. T. Graney  
Printed Name: Eric T. Graney  
Title: President

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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



4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO.18-164

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH INBERG-MILLER ENGINEERS, INC., FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE LOWER EASTDALE CREEK CHANNEL IMPROVEMENTS – PHASE 2 PROJECT.

WHEREAS, the City of Casper desires to secure an engineering firm to provide construction administration services for the Lower Eastdale Creek Channel Improvements – Phase 2 Project; and,

WHEREAS, Inberg-Miller Engineers, Inc., is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Inberg-Miller Engineers, Inc., in the amount of Thirty-Five Thousand Nine Hundred Seventy and 00/100 Dollars (\$35,970.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Thirty-Five Thousand Nine Hundred Seventy and 00/100 Dollars (\$35,970.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---


Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

July 17, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an Agreement with Treto Construction, LLC, in the amount of \$2,750,000.00, for the Midwest Avenue Reconstruction Elm Street to David Street, Project No. 17-031.

Meeting Type & Date

Regular Council Meeting

August 7, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, authorize an agreement with Treto Construction, LLC, for the Midwest Avenue Reconstruction Elm Street to David Street, Project No. 17-031, in the amount of \$2,511,700. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$238,300, for a total project amount of \$2,750,000.

Summary

The Midwest Avenue Reconstruction Elm Street to David Street project is for full reconstruction, including improvements to the storm water collection system, water main replacement, and sanitary sewer replacement. The project is intended to enhance the appearance of downtown, make it more pedestrian and bicycle friendly, improve traffic flow, and spur redevelopment along this corridor. This project is the first phase of the Midwest Avenue reconstruction that will ultimately include the reconstruction of Midwest Avenue all the way to Poplar Street.

On Tuesday, July 17, 2018, six (6) bids were received from contractors to perform the improvements. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUISNESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Treto Construction</b>	<b>Casper, Wyoming</b>	<b>\$2,511,700.00</b>
Knife River Construction	Casper, Wyoming	\$3,210,509.00
Andreen Hunt Construction	Mills Wyoming	\$3,266,402.00
71 Construction	Casper, Wyoming	\$3,278,249.25
Grizzly Excavating and Const.	Casper, Wyoming	\$3,384,181.00
JR Civil	Sheridan, Wyoming	\$3,389,005.08

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 WWC Engineering was \$2,750,000.

Financial Considerations

Funding for this project will be from 1%14 funds allocated to the project, water and sewer funds, pathway improvement funds, with the balance coming from FY18 1%15 Misc. Arterials & Collectors funds.

Oversight/Project Responsibility

WWC Engineering, consultant for design and contract administration  
Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments

Resolution  
Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

WHEREAS, the City of Casper desires to replace water line, storm sewer, sanitary sewer manholes; road surfacing, curb and gutter, sidewalk, and other miscellaneous work along Midwest Ave.

WHEREAS, the Contractor is able and willing to provide those services specified as the Midwest Avenue Reconstruction Elm Street to David Street, Project No. 17-031.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Midwest Avenue Reconstruction Elm Street to David Street, Project No. 17-031, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by WWC Engineering, 5810 East 2<sup>nd</sup> Street, Suite 200, 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 Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by September 6, 2019, and ready for final payment in accordance with Article 14 of the General Conditions by September 27, 2019. Substantial Completion will be accepted once all water lines and valves are installed and in working order, storm sewer installed, sanitary sewer manholes replaced; surfacing is replaced and the project is returned to full normal vehicular and pedestrian traffic. 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. Contractor shall submit a comprehensive traffic control plan for each proposed phase of the construction, limiting construction around and in school zones when school is in session (**2018:** June 8 – September 3; **2019:** June 7 – September 2); with winter shutdowns, Contractor shall notify Engineer a minimum of two (2) weeks prior to winter shutdown and shall indicate this in progress schedule; no open excavations shall remain, all work that has begun with any excavation or demolition shall be completed, and all roadways open to vehicular traffic before winter shutdown; Contractor shall remove all

materials/equipment onsite before winter shutdown. No open excavations shall remain overnight or unattended by the contractor.

- 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 (\$1,000.00) 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 (\$500.00) 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 Million Five Hundred Eleven Thousand Seven Hundred and 00/100 Dollars (\$2,511,700.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Bid (Bid Items 1 through 90) contained in the Bid Form, and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4 of the Bid Form and BS-1 through BS-10 of the Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
- 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety



percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with 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 tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – (Pages BF-1 through BF-4 of the Bid Form and Pages BS-1 through BS-10 of the Bid Schedule).
- 8.4 Addenda Number. Number (2).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-15, inclusive).
- 8.9 General Requirements, consisting of ten (10) sections.

- 8.10 Special Provisions consisting of eleven (11) Sections and one-hundred-fifty (150) Drawing “Sheets”.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:  
  
**MIDWEST AVENUE RECONSTRUCTION ELM STREET TO DAVID STREET,  
PROJECT NO. 17-031**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM: (MIDWEST AVENUE RECONSTRUCTION ELM STREET TO DAVID STREET, PROJECT NO. 17-031)

Walke Tremel

ATTEST:

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

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

ATTEST:

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

Fleur Tremel

Title: City Clerk

CONTRACTOR:

Treto Construction, LLC

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

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

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

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

Ray Pacheco

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper  
Midwest Avenue Reconstruction Elm Street to David Street,  
Project No. 17-031

THIS BID SUBMITTED TO: City of Casper  
200 North David Street  
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by **Friday, September 6<sup>th</sup>, 2019** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **Friday, September 27<sup>th</sup>, 2019**, 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>07/13/18</u>
Addendum No. <u>02</u>	Dated <u>07/16/18</u>
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

BF-1

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL COMBINED BID, IN NUMERALS: \$ 2,511,700.00

TOTAL COMBINED BID, IN WORDS: Two Million five hundred eleven thousand seven hundred 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 Wyoming Resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Treto Construction, LLC  
P.O. Box 50610  
Casper, WY 82609

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 July 17, 2018.

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)  
Managing Member  
(Title)

(Seal)  
Attest: *Cecilia Treto*

Business Address: P.O. Box 50610  
5251 Gladstone St.  
Casper, WY 82609

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.)



**ITEMIZED BID SCHEDULE**  
**MIDWEST AVENUE RECONSTRUCTION ELM ST TO DAVID ST**  
**PROJECT NO. 17-031**  
**12-Jun-18**

**Bid Schedule: MIDWEST AVENUE RECONSTRUCTION - ELM ST. TO DAVID ST.**

FT = LINEAL FOOT      SY = SQUARE YARD      CY = CUBIC YARD      EA = EACH      LS = LUMP SUM

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
1	1	LS	Mobilization and Bonds for One hundred thousand Dollar(s) and zero Cent(s) per lump sum.	\$ 100,000.00	\$ 100,000.00
2	1	LS	Removal of Obstructions for Five thousand Dollar(s) and zero Cent(s) per lump sum.	\$ 5,000.00	\$ 5,000.00
3	1900	FT	Removal of Curb & Gutter for Three - Dollar(s) and zero Cent(s) per lineal feet.	\$ 3.00	\$ 5,700.00
4	1,730	SY	Removal of Concrete Flatwork for Five Dollar(s) and zero Cent(s) per square yard.	\$ 5.00	\$ 8,650.00
5	1	LS	Removal of Storm Sewer System For Ten thousand Dollar(s) and zero Cent(s) per lump sum.	\$ 10,000.00	\$ 10,000.00
6	1	LS	Traffic Control for Fourty thousand Dollar(s) and zero Cent(s) per lump sum.	\$ 40,000.00	\$ 40,000.00
7	1	LS	Erosion and Sedimentation Control for Five thousand Dollar(s) and zero Cent(s) per lump sum.	\$ 5,000.00	\$ 5,000.00
8	4450	CY	Unclassified Excavation for Twelve Dollar(s) and zero Cent(s) per cubic yard.	\$ 12.00	\$ 53,400.00

**Bid Schedule (CONT): MIDWEST AVENUE RECONSTRUCTION - ELM ST. TO DAVID ST.**

<b>9</b>	<b>5600</b>	<b>SY</b>	<b>12" Pit Run Subbase for</b>  Fifteen _____ Dollar(s) and zero _____ Cent(s) per square yard.	<b>\$ 15.00</b>	<b>\$ 84,000.00</b>
<b>10</b>	<b>2215</b>	<b>SY</b>	<b>8" Concrete Pavement and 4" Crush Base for</b>  Ninety _____ Dollar(s) and zero _____ Cent(s) per square yard.	<b>\$ 90.00</b>	<b>\$ 199,350.00</b>
<b>11</b>	<b>95</b>	<b>SY</b>	<b>8" Colored Concrete Pavement and 4" Crush Case for</b>  One hundred and ten _____ Dollar(s) and zero _____ Cent(s) per square yard.	<b>\$ 110.00</b>	<b>\$ 10,450.00</b>
<b>12</b>	<b>3375</b>	<b>SY</b>	<b>F&amp;I 4" Hot Plant Mix (HPM) and 8" Crushed Base for</b>  Thirty two _____ Dollar(s) and zero _____ Cent(s) per square yard.	<b>\$ 32.00</b>	<b>\$ 108,000.00</b>
<b>13</b>	<b>840</b>	<b>SY</b>	<b>F&amp;I Mill and 2" Hot Plant Mix Overlay for</b>  Eighteen _____ Dollar(s) and zero _____ Cent(s) per square yard.	<b>\$ 18.00</b>	<b>\$ 15,120.00</b>
<b>14</b>	<b>450</b>	<b>SY</b>	<b>Concrete to Hot Plant Mix Transition for</b>  Twenty _____ Dollar(s) and zero _____ Cent(s) per square yard.	<b>\$ 20.00</b>	<b>\$ 9,000.00</b>
<b>15</b>	<b>300</b>	<b>SY</b>	<b>Parking Lot Transition for</b>  Fourty eigh _____ Dollar(s) and zero _____ Cent(s) per square yard.	<b>\$ 48.00</b>	<b>\$ 14,400.00</b>
<b>16</b>	<b>1820</b>	<b>FT</b>	<b>F&amp;I Type "B Curb and Gutter for</b>  Twenty _____ Dollar(s) and zero _____ Cent(s) per lineal foot.	<b>\$ 20.00</b>	<b>\$ 36,400.00</b>
<b>17</b>	<b>325</b>	<b>SY</b>	<b>F&amp;I Concrete Paver Crosswalk for</b>  Ninety eigh _____ Dollar(s) and zero _____ Cent(s) per square yard.	<b>\$ 98.00</b>	<b>\$ 31,850.00</b>

**Bid Schedule (CONT'): MIDWEST AVENUE RECONSTRUCTION - ELM ST. TO DAVID ST.**

18	11	EA	F&I Prefomed Pavement Markings for Seven hundred thirty five _____ Dollar(s) and zero _____ Cent(s) per each.	\$ 735.00	\$ 8,085.00
19	1250	FT	F&I Double Yellow Striping for Eighteen _____ Dollar(s) and zero _____ Cent(s) per lineal foot.	\$ 18.00	\$ 22,500.00
20	1340	FT	F&I Solid White Striping for Nine _____ Dollar(s) and zero _____ Cent(s) per lineal foot.	\$ 9.00	\$ 12,060.00
21	14	EA	F&I Sign Post and Panels for Six hundred-fifty _____ Dollar(s) and zero _____ Cent(s) per each.	\$ 650.00	\$ 9,100.00
22	480	FT	F&I 18" Pipe for Fourty five _____ Dollar(s) and zero _____ Cent(s) per lineal foot.	\$ 45.00	\$ 21,600.00
23	940	FT	F&I 24" Pipe for Sixty _____ Dollar(s) and zero _____ Cent(s) per lineal foot.	\$ 60.00	\$ 56,400.00
24	10	EA	F&I Single Storm Sewer Inlet (all depths) for Two thousand eight hundred _____ Dollar(s) and zero _____ Cent(s) per each.	\$ 2,800.00	\$ 28,000.00
25	8	EA	F&I Storm Sewer Manhole for Five thousand five hundred _____ Dollar(s) and zero _____ Cent(s) per each.	\$ 5,500.00	\$ 44,000.00
26	4	EA	R&R Sanitary Sewer Manhole for Eight thousand _____ Dollar(s) and zero _____ Cent(s) per each.	\$ 8,000.00	\$ 32,000.00

**Bid Schedule (CONT'): MIDWEST AVENUE RECONSTRUCTION - ELM ST. TO DAVID ST.**

27	3	EA	Sanitary Sewer Point Repair for <u>One thousand</u> Dollar(s) and <u>zero</u> Cent(s) per each.	\$ 1,000.00	\$ 3,000.00
28	65	FT	Remove Sanitary Sewer Main for <u>Thirty five</u> Dollar(s) and <u>zero</u> Cent(s) per lineal foot.	\$ 35.00	\$ 2,275.00
29	1	EA	Sanitary Sewer Service for <u>Six hundred</u> Dollar(s) and <u>zero</u> Cent(s) per each.	\$ 600.00	\$ 600.00
30	635	FT	F&I 8" PVC Water Main for <u>Thirty eight</u> Dollar(s) and <u>zero</u> Cent(s) per lineal foot.	\$ 38.00	\$ 24,130.00
31	585	FT	F&I 12" PVC Water Main for <u>Fourty five</u> Dollar(s) and <u>zero</u> Cent(s) per lineal foot.	\$ 45.00	\$ 26,325.00
32	540	FT	F&I 16" PVC Water Main for <u>Fifty</u> Dollar(s) and <u>zero</u> Cent(s) per lineal foot.	\$ 50.00	\$ 27,000.00
33	4	EA	F&I Fire Hydrant Assembly for <u>Eigth thousand five hundred</u> Dollar(s) and <u>zero</u> Cent(s) per each.	\$ 8,500.00	\$ 34,000.00
34	3	EA	Remove Fire Hydrant for <u>Two thousand</u> Dollar(s) and <u>zero</u> Cent(s) per each.	\$ 2,000.00	\$ 6,000.00
35	2	EA	F&I 16"x12" Reducer for <u>Two thousand five hundred</u> Dollar(s) and <u>zero</u> Cent(s) per each.	\$ 2,500.00	\$ 5,000.00

**Bid Schedule (CONT'): MIDWEST AVENUE RECONSTRUCTION - ELM ST. TO DAVID ST.**

36	1	EA	F&I 12" x 8" Tee for	\$ 2,500.00	\$ 2,500.00
			Two thousand five hundred _____ Dollar(s) and zero _____ Cent(s) per each.		
37	1	EA	F&I 16" x 8" Tee for	\$ 3,000.00	\$ 3,000.00
			Three thousand _____ Dollar(s) and zero _____ Cent(s) per each.		
38	1	EA	F&I 16" x 16" Tee for	\$ 3,000.00	\$ 3,000.00
			Three thousand _____ Dollar(s) and zero _____ Cent(s) per each.		
39	2	EA	F&I 8" Bend for	\$ 1,000.00	\$ 2,000.00
			One thousand _____ Dollar(s) and zero _____ Cent(s) per each.		
40	1	EA	F&I 16" Bend for	\$ 2,000.00	\$ 2,000.00
			Two thousand _____ Dollar(s) and zero _____ Cent(s) per each.		
41	2	EA	F&I 8" Gate Valve for	\$ 2,500.00	\$ 5,000.00
			Two thousand five hundred _____ Dollar(s) and zero _____ Cent(s) per each.		
42	3	EA	F&I 12" Gate Valve for	\$ 4,000.00	\$ 12,000.00
			Four thousand _____ Dollar(s) and zero _____ Cent(s) per each.		
43	2	EA	F&I 16" Gate Valve for	\$ 9,500.00	\$ 19,000.00
			Nine Thousand five hundred _____ Dollar(s) and zero _____ Cent(s) per each.		
44	6	EA	Connect to Existing Water Main for	\$ 6,000.00	\$ 36,000.00
			Six thousand _____ Dollar(s) and zero _____ Cent(s) per each.		

**Bid Schedule (CONT): MIDWEST AVENUE RECONSTRUCTION - ELM ST. TO DAVID ST.**

45	1	EA	Irrigation Service Connection for	\$ 3,000.00	\$ 3,000.00
			Three thousand _____ Dollar(s) and zero _____ Cent(s) per each.		
46	5	EA	Water Service Connection for	\$ 2,000.00	\$ 10,000.00
			Two thousand _____ Dollar(s) and zero _____ Cent(s) per each.		
47	1	EA	Water Main Lowering for	\$ 9,000.00	\$ 9,000.00
			Nine thousand _____ Dollar(s) and zero _____ Cent(s) per each.		
48	5	EA	Fire Line Connection for	\$ 16,000.00	\$ 80,000.00
			Sixteen thousand _____ Dollar(s) and zero _____ Cent(s) per each.		
49	10	CY	Flowable Backfill for	\$ 120.00	\$ 1,200.00
			One hundred twenty _____ Dollar(s) and zero _____ Cent(s) per Cubic Yard.		
50	1	EA	Utility Adjustment for	\$ 800.00	\$ 800.00
			Eight hundred _____ Dollar(s) and zero _____ Cent(s) per each.		
51	655	SY	F&I Concrete - Approach for	\$ 54.00	\$ 35,370.00
			Fifty four _____ Dollar(s) and zero _____ Cent(s) per square yard.		
52	1700	SY	F&I Concrete - Standard Sidewalk for	\$ 45.00	\$ 76,500.00
			Fourty five _____ Dollar(s) and zero _____ Cent(s) per square yard.		
53	340	SY	F&I Concrete - Colored Sidewalk for	\$ 120.00	\$ 40,800.00
			One hundred twenty _____ Dollar(s) and zero _____ Cent(s) per square yard.		

**Bid Schedule (CONT): MIDWEST AVENUE RECONSTRUCTION - ELM ST. TO DAVID ST.**

54	300	SY	F&I Concrete - Beneath Pavers for	\$	45.00	\$	13,500.00
			<p align="center">Fourty five _____ Dollar(s) and zero _____ Cent(s) per square yard.</p>				
55	22	EA	ADA Ramp for	\$	600.00	\$	13,200.00
			<p align="center">Six hundred _____ Dollar(s) and zero _____ Cent(s) per each.</p>				
56	18	EA	F&I Tree Planting Bed Thickened Edge for	\$	500.00	\$	9,000.00
			<p align="center">Five hundred _____ Dollar(s) and zero _____ Cent(s) per each.</p>				
57	40	SY	Concrete Finish - Sandblast for	\$	250.00	\$	10,000.00
			<p align="center">Two hundred fifty _____ Dollar(s) and zero _____ Cent(s) per square yard.</p>				
58	16	SY	Concrete Finish - Chemical Stain/Sealing for	\$	220.00	\$	3,520.00
			<p align="center">Two hundred twenty _____ Dollar(s) and zero _____ Cent(s) per square yard.</p>				
59	2655	SF	F&I Clay Pavers for	\$	15.00	\$	39,825.00
			<p align="center">Fifteen _____ Dollar(s) and zero _____ Cent(s) per square foot.</p>				
60	309	FT	F&I Paver Border for	\$	10.00	\$	3,090.00
			<p align="center">Ten _____ Dollar(s) and zero _____ Cent(s) per lineal foot.</p>				
61	15	EA	Planter Pot for	\$	1,350.00	\$	20,250.00
			<p align="center">One thousand three hundred fifty _____ Dollar(s) and zero _____ Cent(s) per each.</p>				
62	8	EA	Seat Boulders for	\$	1,050.00	\$	8,400.00
			<p align="center">One thousand fifty _____ Dollar(s) and zero _____ Cent(s) per each.</p>				

**Bid Schedule (CONT'): MIDWEST AVENUE RECONSTRUCTION - ELM ST. TO DAVID ST.**

63	4	EA	Boulder Planter for	\$	2,600.00	\$	10,400.00
			Two thousand six hundred _____ Dollar(s) and zero _____ Cent(s) per each.				
64	12	EA	F&I Bench for	\$	2,475.00	\$	29,700.00
			Two thousand four hundred seventy five Dollar(s) and zero _____ Cent(s) per each.				
65	1	EA	F&I Bike Racks for	\$	900.00	\$	900.00
			Nine hundred _____ Dollar(s) and zero _____ Cent(s) per each.				
66	5	EA	F&I Trash Receptacle for	\$	1,730.00	\$	8,650.00
			One thousand seven hundred thirty _____ Dollar(s) and zero _____ Cent(s) per each.				
67	32	EA	F&I Fence Panels for	\$	1,000.00	\$	32,000.00
			One thousand _____ Dollar(s) and zero _____ Cent(s) per each.				
68	10	EA	F&I Iron Tumbleweed Sculptures for	\$	2,000.00	\$	20,000.00
			Two thousand _____ Dollar(s) and zero _____ Cent(s) per each.				
69	1	EA	F&I Decorative Old Yellowstone District Sign for	\$	20,000.00	\$	20,000.00
			Twenty thousand _____ Dollar(s) and zero _____ Cent(s) per each.				
70	32	EA	F&I Deciduous Canopy Tree for	\$	805.00	\$	25,760.00
			Eight hundred five _____ Dollar(s) and zero _____ Cent(s) per each.				
71	11	EA	F&I Ornamental Tree for	\$	640.00	\$	7,040.00
			Six hundred forty _____ Dollar(s) and zero _____ Cent(s) per each.				



**Bid Schedule (CONT\*): MIDWEST AVENUE RECONSTRUCTION - ELM ST. TO DAVID ST.**

72	75	EA	F&I Deciduous Shrubs (5 Gal.) for Fifty six _____ Dollar(s) and zero _____ Cent(s) per each.	\$ 56.00	\$ 4,200.00
73	61	EA	F&I Evergreen Shrubs (5 Gal.) One hundred eigh _____ Dollar(s) and zero _____ Cent(s) per each.	\$ 108.00	\$ 6,588.00
74	73	EA	F&I Ornamental Grasses (1 Gal.) for Twenty six _____ Dollar(s) and zero _____ Cent(s) per each.	\$ 26.00	\$ 1,898.00
75	165	EA	F&I Perennials (1 Gal.) for Twenty one _____ Dollar(s) and zero _____ Cent(s) per each.	\$ 21.00	\$ 3,465.00
76	643	SY	F&I Landscape Weed Barrier Fabrics for Four _____ Dollar(s) and fifty _____ Cent(s) per square yard.	\$ 4.50	\$ 2,893.50
77	110	CY	F&I Topsoil/Compost for Fourty eigh _____ Dollar(s) and sixty _____ Cent(s) per cubic yard.	\$ 48.60	\$ 5,346.00
78	5	CY	F&I Organic Mulch for One hundred fourteen _____ Dollar(s) and fifty _____ Cent(s) per cubic yard.	\$ 114.50	\$ 572.50
79	330	TON	F&I Inorganic Mulch for One hundred twenty fife _____ Dollar(s) and zero _____ Cent(s) per ton.	\$ 125.00	\$ 41,250.00
80	1	LS	F&I Irrigation System for Fourty nine thousand five hundred _____ Dollar(s) and zero _____ Cent(s) per lump sum.	\$ 49,500.00	\$ 49,500.00
81	1	LS	Utility Conversion for Two hundred fifty five thousand six hundred _____ Dollar(s) and zero _____ Cent(s) per lump sum.	\$ 255,600.00	\$ 255,600.00

**Bid Schedule (CONT): MIDWEST AVENUE RECONSTRUCTION - ELM ST. TO DAVID ST.**

82	25	EA	F&I Decorative Light Poles for Seven thousand _____ Dollar(s) and zero _____ Cent(s) per each.	\$ 5,600.00	\$ 137,500.00
83	31	EA	Decorative Light Pole Foundation for One thousand and nine _____ Dollar(s) and zero _____ Cent(s) per each.	\$ 1,009.00	\$ 31,279.00
84	7	EA	F&I Roadway Light Poles for Six thousand fourty four _____ Dollar(s) and zero _____ Cent(s) per each.	\$ 6,044.00	\$ 42,308.00
85	10	EA	Roadway Light Poles Foundation for Two thousand _____ Dollar(s) and zero _____ Cent(s) per each.	\$ 2,000.00	\$ 20,000.00
86	1	LS	F&I Conduct and Wiring for Street Lighting and Receptacles (all locations) for One hundred sixty eigh thousand _____ Dollar(s) and zero _____ Cent(s) per lups sum.	\$ 168,000.00	\$ 168,000.00
87	1	LS	Street Lighting Electrical Service for Twelve thousand five hundred _____ Dollar(s) and zero _____ Cent(s) per lups sum.	\$ 12,500.00	\$ 12,500.00
88	1	EA	F&I 12" x 12" Tee for Two thousand five hundred _____ Dollar(s) and zero _____ Cent(s) per each.	\$ 2,500.00	\$ 2,500.00
89	1	EA	F&I 12" Bend for One thousand five hundred _____ Dollar(s) and zero _____ Cent(s) per each.	\$ 1,500.00	\$ 1,500.00
90	10	EA	F&I Water Service for One thousand _____ Dollar(s) and zero _____ Cent(s) per each.	\$ 1,000.00	\$ 10,000.00
<b>TOTAL BID (Addition of Totals from Items 1-90)</b>				<b>\$</b>	<b>2,511,700.00</b>

RESOLUTION NO.18-165

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE MIDWEST AVENUE RECONSTRUCTION ELM STREET TO DAVID STREET, PROJECT NO. 17-031

WHEREAS, the City of Casper ("City") desires to reconstruct Midwest Avenue from Elm Street to David Street; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the Midwest Avenue Reconstruction Elm Street to David Street, Project No. 17-031; 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 Treto Construction, LLC, for those services specified for Project No. 17-031, in the amount of Two Million Five Hundred Eleven Thousand Seven Hundred and 00/100 Dollars (\$2,511,700.00).

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 Million Five Hundred Eleven Thousand Seven Hundred and 00/100 Dollars (\$2,511,700.00) and Two Hundred Thirty-Eight Thousand Three Hundred and 00/100 Dollars (\$238,300.00) for a construction contingency account, for a total price of Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00).

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 \_\_\_\_\_, 2018.

(Resolution – Midwest Avenue Reconstruction Elm Street To David Street)

APPROVED AS TO FORM:

Wallae Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur D. Tremel  
City Clerk

Ray Pacheco  
Mayor

July 17, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing Release and Assignment Agreements with Western Surety Company, for erosion control bond claims against bonds held by Gaddis Custom Building, LLC for Heritage Hills Additions No. 2, No. 3 and No. 4.

Meeting Type & Date

Regular Council Meeting

August 7, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, authorize Release and Assignment Agreements for bond claim numbers 9a359913 and 9a358579 in relation to Heritage Hills Addition No. 2 (HH2), Heritage Hills Addition No. 3, and Heritage Hills Addition No. 4 (HH3&4), respectively.

Summary

City staff has made claims against erosion control bonds held for HH2 and HH3&4 due to the lack of response of the developer to address erosion issues that are damaging private property and the public storm water system. Western Surety Company has approved the claims against the bonds and requires the execution of the Release and Assignments before funds will be released to complete the reclamation and cleanup of the subdivisions. Quotes have been received by the City of Casper to perform the reclamation and clean up from local contractors. Once funds are received, City staff will send a Contract for Professional Services to Council for consideration.

Financial Considerations

Western Surety Company has authorized the full amount of both bonds to be paid to the City HH2 in the amount of \$12,371.00 and HH3&4 in the amount of \$80,586.00, for a total amount of \$92,957.00.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments

Resolution (HH2)

Resolution (HH3&4)

Release and Assignment Agreement Claim No. 9a359913 (HH2)

Release and Assignment Agreement Claim No. 9a358579 (HH3&4)

Claim No. 9a359913

RELEASE AND ASSIGNMENT

Conditioned upon the receipt of Twelve-Thousand Three-Hundred Seventy-One and 00/100 Dollars (\$12,371.00) from Western Surety Company of Sioux Falls, South Dakota, the undersigned, City of Casper, Wyoming, does hereby release Western Surety Company from any and all liability now existing, or which may arise hereafter or be discovered by reason of the said Western Surety Company having bonded Gaddis Custom Building LLC, under Bond No. 71478489 for the Erosion and Sediment Control for Heritage Hills Addition No. 2.

As FURTHER CONSIDERATION for said payment, the undersigned does hereby sell, assign, transfer, and set over unto Western Surety Company its cause or causes of action, claim, and demand against Gaddis Custom Building LLC, to sue in its own name and stead to the extent of the payment.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_

City of Casper, Wyoming  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor of the City of Casper, Wyoming

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

RESOLUTION NO.18-166

A RESOLUTION AUTHORIZING A RELEASE AND ASSIGNMENT AGREEMENT WITH WESTERN SURETY COMPANY, FOR BOND CLAIM NO. 9A359913.

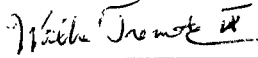
WHEREAS, the City of Casper desires to address erosion control issues in Heritage Hills Addition No. 2; and,

WHEREAS, Western Surety Company, is able and willing to provide funding available through the erosion control bond held by the City of Casper for Heritage Hills Addition No. 2; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Release and Assignment Agreement with Western Surety Company, for release of the funds available in Claim No. 9a359913, in the amount of Twelve Thousand Three Hundred Seventy-One and 00/100 Dollars (\$12,371.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 17, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing Release and Assignment Agreements with Western Surety Company, for erosion control bond claims against bonds held by Gaddis Custom Building, LLC for Heritage Hills Additions No. 2, No. 3 and No. 4.

Meeting Type & Date

Regular Council Meeting

August 7, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, authorize Release and Assignment Agreements for bond claim numbers 9a359913 and 9a358579 in relation to Heritage Hills Addition No. 2 (HH2), Heritage Hills Addition No. 3, and Heritage Hills Addition No. 4 (HH3&4), respectively.

Summary

City staff has made claims against erosion control bonds held for HH2 and HH3&4 due to the lack of response of the developer to address erosion issues that are damaging private property and the public storm water system. Western Surety Company has approved the claims against the bonds and requires the execution of the Release and Assignments before funds will be released to complete the reclamation and cleanup of the subdivisions. Quotes have been received by the City of Casper to perform the reclamation and clean up from local contractors. Once funds are received, City staff will send a Contract for Professional Services to Council for consideration.

Financial Considerations

Western Surety Company has authorized the full amount of both bonds to be paid to the City HH2 in the amount of \$12,371.00 and HH3&4 in the amount of \$80,586.00, for a total amount of \$92,957.00.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments

Resolution (HH2)

Resolution (HH3&4)

Release and Assignment Agreement Claim No. 9a359913 (HH2)

Release and Assignment Agreement Claim No. 9a358579 (HH3&4)



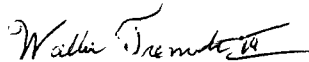
Claim No. 9a358579

RELEASE AND ASSIGNMENT

Conditioned Upon the receipt of Eighty Thousand Five Hundred Eighty-Six and 00/100 Dollars (\$80,586.00) from Western Surety Company of Sioux Falls, South Dakota, the undersigned, City of Casper, Wyoming, does hereby release Western Surety Company from any and all liability now existing, or which may arise hereafter or be discovered by reason of the said Western Surety Company having bonded Gaddis Custom Building LLC, under Bond No. 71902428 for the Erosion and Sediment Control for Heritage Hills Addition No. 3 and No. 4. As FURTHER CONSIDERATION for said payment, the undersigned does hereby sell, assign, transfer, and set over unto Western Surety Company its cause or causes of action, claim, and demand against Gaddis Custom Building LLC, to sue in its own name and stead to the extent of the payment.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:



City of Casper, Wyoming  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor of the City of Casper, Wyoming

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

RESOLUTION NO.18-167

A RESOLUTION AUTHORIZING A RELEASE AND ASSIGNMENT AGREEMENT WITH WESTERN SURETY COMPANY, FOR BOND CLAIM NO. 9A358579.

WHEREAS, the City of Casper desires to address erosion control issues in Heritage Hills Addition No. 3 and No. 4; and,

WHEREAS, Western Surety Company, is able and willing to provide funding available through the erosion control bond held by the City of Casper for Heritage Hills Addition No. 3 and No. 4; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Release and Assignment Agreement with Western Surety Company, for release of the funds available in Claim No. 9a358579, in the amount of Eighty Thousand Five Hundred Eighty-Six and 00/100 Dollars (\$80,586.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:




ATTEST:


\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 17, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing a Tender Agreement with United Fire and Casualty Company and Powder River Construction, Inc., in the Amount of \$143,579, for the Completion of the Robertson Road South Pathway.

Meeting Type & Date

Regular Council Meeting  
August 7, 2018

Action type  
Resolution

Recommendation

That Council, by resolution, authorize a Tender Agreement with United Fire and Casualty Company (UFCC) and Powder River Construction, Inc. (PRC), in the Amount of \$143,579, for the Completion of the Robertson Road South Pathway, Project No. 15-41.

Summary

The City of Casper was awarded a Transportation Alternative Program (TAP) grant from the Wyoming Department of Transportation (WYDOT) for the Robertson Road South Pathway. The project includes constructing a new pathway extension along the west side of Robertson Road from the bridge over the North Platte River to the Green Valley Mobile Home Subdivision. This project provides a safe route for students and families attending Oregon Trail Elementary School and the residents of several subdivisions along Robertson Road, as well as enhances the trail network in the City of Casper.

On June 20, 2017, the City of Casper and Hedquist Construction, Inc. (Hedquist), entered into a contract for the Robertson Road South Pathway. As a part of this contract, Hedquist contracted with UFCC to act as Surety and provide performance and payment bonds for the project. On May 21, 2018, Hedquist defaulted on the project, and UFCC presented the City with PRC as a Completion Contractor. UFCC agreed to pay the difference between the remaining Hedquist contract value and PRC's bid, in the amount of \$143,579.

Financial Considerations

Funding will be from the Budgeted Current Revenue of Transportation Alternatives Program Grant Fund, and One Cent #15 Optional Sales Tax Fund.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments  
Resolution  
Agreement

## TENDER AGREEMENT

This Tender Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the following parties:

1. United Fire & Casualty Company (“Surety”), whose primary office is located at 118 Second Avenue SE, PO Box 73909, Cedar Rapids, Iowa 73909;
2. The City of Casper, Wyoming (“Owner”), a Wyoming municipal corporation, whose primary office is located at 200 N. David St., Casper, Wyoming 82601; and,
3. Powder River Construction, Inc. (“Completion Contractor”), whose primary office is located at 4001 E. Collins Road, Gillette, Wyoming 82718.

Surety, Owner, and Completion Contractor are collectively referred to herein as the Parties or individually as a Party.

### RECITALS

A. On or about June 20, 2017, Hedquist Construction, Inc. (“Original Contractor”) entered into a construction contract (“Original Contract”) with Owner for a construction project known as Robertson Road South Pathway, Project No.15-41 in Natrona County, Wyoming (“Project”). That construction contract, together with all of its incorporated documents, including but not limited to: the original bid documents, plans, specifications, modifications and amendments, constitutes the “Original Contract.” The Original Contract is incorporated into and made a part of this Agreement.

B. The term “Completion Contract” is not a separate agreement but means the construction contract between Owner and Completion Contractor, which is comprised of this Agreement, the Original Contract, and the Completion Contractor’s Price to complete the Project (the “Completion Contractor’s Offer”), attached hereto and incorporated herein by this reference.

C. In connection with the Original Contract between Original Contractor and Owner, Surety executed and delivered to Owner its performance bond (number 54218098) in the amount of \$289,715.00 (“Performance Bond”) and its labor and material payment bond (number 54218098) in the amount of \$289,715.00 (“Payment Bond”).

D. Original Contractor executed a Voluntary Letter of Default for the Project on or about May 21, 2018. In the Voluntary Letter of Default, Original Contractor waived all statutory and/or contract notice provisions and authorized Owner and Surety to declare the Original Contractor in default on the Project and to proceed accordingly.

E. Owner and Surety by this Agreement acknowledge the default of Original Contractor, and Owner calls on Surety to fulfill its Performance Bond obligations to complete the Project in accordance with this Agreement.

F. The Owner represents that as of the date of this Agreement, the current estimated Contract funds are as follows:

Original Contract Amount	\$289,715.00
+ Change Orders	\$0.00
= TOTAL Contract Amount	\$289,715.00
- Amount Paid to Date	\$161,151.25
= Available Contract Balance	\$128,563.75
- Completion Contractor's Price	\$143,579.00
- Stipulated Liquidated Damages	\$8,400.00
= Contract Deficit	(\$23,415.25)
<b>Amount to be paid by Surety to Owner</b>	<b>\$23,415.25</b>

G. To fulfill its Performance Bond obligations, Surety tenders the Completion Contractor to Owner and arranges for Owner to enter into the Completion Contract (as defined above) with Completion Contractor pursuant to the terms in this Agreement.

### **TERMS AND CONDITIONS**

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1) Recitals. The above Recitals are contractual and incorporated into these Terms and Conditions.
- 2) Completion Contractor Examination and Investigation. Completion Contractor represents and warrant that it:
  - a) has examined the Original Contract.
  - b) is familiar with all of the terms and conditions of the Original Contract.
  - c) has diligently investigated and inspected the Project jobsite.
  - d) is familiar with the jobsite conditions including, but not limited to:
    - i) the materials available but not yet incorporated into the Project,
    - ii) the nature and status of work previously performed by Original Contractor, and,
    - iii) the work remaining to be performed on the Original Contract.
  - e) has investigated and is informed as to the status and conditions affecting the work to be done and that no representations with respect to same have been made by Surety, Owner, or any of their representatives.

- f) considered all of the Original Contract documents and jobsite conditions and observations in reaching its Completion Contractor Price of \$143,579.00, as provided in the Completion Contractor's Offer.
- 3) Surety Examination and Investigation. Surety has made no warranties or representations, express or implied, to Completion Contractor with respect to the Original Contract or the Project. Surety makes no representation or warranty regarding any future performance of any subcontractor or supplier, the availability of any leased equipment or facilities, or the availability of any materials supplied or to be supplied to the Project.
- 4) Payment by Surety to Owner. Surety shall pay to Owner the sum of the completion contractor's price and the liquidated damages minus the Available Contract Balance, \$23,415.25 within 45 days of the Effective Date. Other than these payments, Surety shall have no future payment obligations to Owner or Completion Contractor, except as may be agreed to in a future writing signed by the appropriate Parties.
- 5) Tender of Completion Contractor. By this Agreement with Owner, Completion Contractor promises to fully perform the Completion Contract. Owner recognizes the Completion Contractor as Original Contractor's successor in interest to the Original Contract. Following the Effective Date of this Agreement, Owner, Completion Contractor, and Surety agree that the term "Contractor" as used in the Original Contract shall refer to Completion Contractor.
- 6) New Performance Bonds. Completion Contractor shall furnish to Owner a Performance Bond in form and substance acceptable to Owner in the amount of \$23,415.25 issued by a commercial surety with an AM Best rating of A- or better and a financial size category of VI or larger approved by the U.S. Treasury to issue a bond to the Federal Government in an amount at least equal to the Completion Contractor's Price. The Completion Contractor shall furnish this bond on forms provided by the Owner within 14 calendar days of the Effective Date.
- 7) New Payment Bonds. Completion Contractor shall furnish to Owner a Payment Bond in form and substance acceptable to Owner in the amount of \$23,415.25 issued by a commercial surety with an AM Best rating of A- or better and a financial size category of VI or larger approved by the U.S. Treasury to issue a bond to the Federal Government in an amount at least equal to the Completion Contractor's Price. The Completion Contractor shall furnish this bond on forms provided by the Owner within 14 calendar days of the Effective Date
- 8) Warranty. Except as specifically set forth herein, the Completion Contractor warrants all work performed under the Completion Contract according to the warranty terms of the Original Contract.
- 9) Latent Defects. Completion Contractor shall correct all latent defective work performed by Original Contractor. Notwithstanding anything to the contrary herein, Surety shall retain warranty obligations, if any, for all work that has been installed through the Effective Date by Original Contractor. Completion Contractor shall have all other obligations for work and latent defect repairs installed by Completion Contractor after the Effective Date. Both Surety's and Completion Contractor's warranties shall expire no earlier than 365 calendar days after the date of final payment to the Completion Contractor.

10) Change Order Work. Owner may direct Completion Contractor to perform extra, additional or changed work or to delete work (“Change Order”) pursuant to the terms of the Original Contract.

11) Indemnity by Completion Contractor. To the fullest extent permitted by applicable law, the Completion Contractor shall assume the entire responsibility and liability for all damage (including purely economic loss) or injury of any nature (including death) to persons and property, including intangible property, arising out of or related to the execution or performance of the Completion Contract, and hereby expressly waives any Worker’s Compensation Immunity, whether granted by statute or otherwise, and agrees to defend, indemnify and hold harmless Surety and the Owner and their respective directors, officers, agents, servants, employees, affiliates and subsidiaries (the Indemnitees), from any and all demands, claims, and causes of action, even if devoid of merit, arising out of, or related to, in any manner, the execution or performance of the Completion Contract, or asserted against any of the Indemnitees by reason of the acts or omissions of the Completion Contractor, or any entity directly or indirectly engaged by the Completion Contractor in connection with the Completion Contract. The Completion Contractor’s indemnity obligation includes, but is not limited to, all damages of any nature or description, all loss, cost or expense, and any and all claims for payment or otherwise by any of Completion Contractor’s subcontractors, suppliers, employees and laborers, including the Original Contractor’s subcontractors or suppliers, but limited to those subcontracts, purchase orders or ratification agreements the Completion Contractor has assumed or been assigned.

12) Insurance. The Completion Contractor must comply with all insurance requirements in the Original Contract.

13) Prosecution and Time of Work by Completion Contractor. The Completion Contractor agrees to diligently proceed with and to complete the work in accordance with the terms and conditions of the Completion Contract and the Owner’s Notice to Proceed to the Completion Contractor. The Notice to Proceed to the Completion Contractor shall provide a substantial completion date that is 30 calendar days from the date that the Completion Contractor is authorized to proceed with the work. The Notice to Proceed from Owner to Original Contractor is no longer effective. The Completion Contractor’s Performance Bond and evidence of insurance shall be submitted and approved by the Owner prior to Completion Contractor being permitted to commence performance. Any delay in procuring these bonds and evidence of insurance shall be the fault of the Completion Contractor. Time is of the essence. In the event Completion Contractor fails to complete the work within the time specified in this Agreement, or any extension thereof, the Completion Contractor may be required to pay to Owner liquidated damages as specified in the Original Contract.

14) Release of Surety by Owner. Except as otherwise provided herein and subject to the full performance of this Agreement by Surety, Owner expressly releases, acquits and forever discharges Surety from any and all claims, rights, demands or causes of action of whatever kind or nature whether in law or equity or otherwise which Owner has or may ever have against Surety under or by reason of Surety’s Contractor’s Bond.

15) Owner Liability to Completion Contractor. The Completion Contractor agrees to make demand and look solely and exclusively to the Owner in the event of any breach or default by the Owner of this Agreement.



16) Payment Bond Remains in Effect. Surety's Payment Bond remains in full force and effect for work performed by Original Contractor under the Original Contract, and Surety retains all obligations, rights and defenses pursuant to the Payment Bond and prevailing law. Surety's Payment Bond shall not apply to or cover Completion Contractor or any of its subcontractors and suppliers for any work performed for Completion Contract. Surety's Payment Bond shall not apply to or cover Completion Contractor or any of its subcontractors and suppliers for any materials delivered to Completion Contractor. Surety shall not be a co-surety with Completion Contractor's surety. The Surety's Payment Bond obligations run solely to those claimants who performed work, labor or supplied material or equipment to Original Contractor for the Project. All payments made by Surety relating to claims on its Payment Bond shall be credited against and applied to reduce the penal limit of the Payment Bond. Surety shall not, under any circumstances, be obligated to expend more than the penal limit of its Payment Bond. The Completion Contractor's Price is contingent on the Completion Contractor's ability to use the materials listed on Exhibit A to Completion Contractor's Price without further payment by the Completion Contractor for the same. If any of the suppliers who provided any of the materials listed on Exhibit A to Completion Contractor's Price make a valid claim against the Payment Bond or the Completion Contractor for monies owing for the materials listed on Exhibit A to the Completion Contractor's Price, the Surety shall, if appropriate, be responsible for payment/resolution of same.

17) Contingency. This Agreement is expressly contingent on the Completion Contractor's timely execution of this Agreement. If after executing this Agreement the Completion Contractor does not timely furnish the bonds and insurance required by this Agreement, then that failure is a material breach of this Agreement. If, after receiving a five (5) calendar day notice to cure, the Completion Contractor does not cure its breach by providing the required bonds and insurance, then this Agreement may be terminated by the Surety or Owner without prejudice to any rights or remedies of the Surety or Owner, and the Completion Contractor shall be liable to the Surety and the Owner for any and all damages, direct or indirect, actual or consequential, including, but not limited to, all costs of re-bidding the Project, any cost or price difference between the Completion Contractor's Price and any new contractor's price to complete the Project, along with any and all damages of the Surety and/or the Owner, related to or arising from the Completion Contractor's termination.

18) Contract Documents. This Agreement, the Original Contract, and the Completion Contractor's Offer are intended to be complementary and are intended to require all work and services by the Completion Contractor necessary to complete the remaining work in compliance with this Agreement, the Completion Contract, the Original Contract, and the Completion Contractor's Offer, in exchange for payment to Completion Contractor as set forth herein. The Original Contract contains the documents listed in the Original Contract, Article XIII.

19) Assignment. In consideration for the agreements herein, Owner hereby assigns, sells and transfers and subrogates to Surety all of Owner's right, title and interest in and to all of its rights and causes of action against the Original Contractor.

20) Surety's Actions. Surety's actions under this Agreement and its bonds shall forever be construed and considered as those of a surety and not a contractor.

21) Headings. All paragraph headings in this Agreement are for convenience and reference only and shall not affect any construction or interpretation of this Agreement.

22) Joint Effort. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than against any other party.

23) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, agents, predecessors, successors, and assigns.

24) Entire Agreement. This Agreement, including the referenced Original Contract and the Completion Contractor's Offer, contains and embodies the entire agreement the parties hereto with regard to the matters covered herein and no other representations, inducements, or other agreements, oral or otherwise, not contained and embodied herein shall be of any force or effect. Nothing herein is intended to be or should be construed to be a waiver, release, or modification of the Agreement of Indemnity between Surety and Original Contractor and affiliated indemnitors.

25) No Waiver. Mere delay in the enforcement of any provision of this Agreement shall not be deemed a waiver of such provision. The waiver by any party hereto of any right or remedy granted herein shall not be deemed to be a waiver of any other or subsequent right or remedy granted herein.

26) Free and Voluntary Agreement. The parties hereto acknowledge that each has been fully advised by legal counsel concerning the language and legal effect of this Agreement and each knowingly enters into this Agreement freely and without coercion of any kind.

27) Counterparts. The parties may execute this Agreement in counterparts, each of which shall be considered to be an original. If counterparts are separately signed, all separately signed documents together shall constitute, as a group, the final agreement.

28) Authority. Each party signing this Agreement acknowledges and represents that the person signing on its behalf has the authority to do so and each person signing this Agreement acknowledges and represents that he or she has the authority to sign this Agreement on behalf of the party for whom he or she is signing.

29) Independent Counsel. The parties herein expressly warrant to each other that each has had the opportunity to have this Agreement reviewed by counsel of its own choosing and have not relied upon the advice of any counsel other than its own.

30) Controlling Law and Venue. The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming.

31) Governmental Claims Act. The Owner does not waive any right(s) it may have pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101 *et seq.* The Owner expressly reserves governmental immunity under this Contract and specifically retains reserves the right to assert any and all rights, immunities and defenses available to it. The parties acknowledge that the Owner has governmental immunity and only the Wyoming Legislature has the power to waive it. Designations of venue, choice of law, enforcement actions, and similar

provisions shall not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. Surety reserves all rights and defenses related to any governmental immunity issues.

32) Modification. This Agreement can be modified or amended only by a written agreement signed by all parties.

33) No Admission of Liability. The parties agree that this Agreement is not an admission of liability by any party but is rather a compromise of disputed liability, the express purpose of which is to settle existing claims, preclude any additional claims and avoid the uncertainties and costs of litigation.

34) Notice. Any notice required to be made under the terms of this Agreement must be in writing and may be delivered in person to any party or may be sent by courier or first-class mail, postage prepaid, as follows:

To the Owner:

City of Casper, Wyoming Attn: Public Services Director 200 N. David St. Casper, WY 82601	With a copy to: City of Casper, Wyoming Attn: City Manager's Office 200 N. David St. Casper, WY 82601
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To the Surety:

Steven C. Watters United Fire & Casualty Group 118 Second Ave SE Cedar Rapids, IA 52407 Telephone: 319-399-5730 E-mail: swatters@unitedfiregroup.com	With a copy to: Patrick Q. Husted, Esq. The Husted Law Firm, A Professional Corp. 4643 S. Ulster Street, Suite 1250 Denver, CO 80237 Telephone: 303-721-5000 Email: pqh@thlf.com
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To the Completion Contractor:

Travis Bourne Powder River Construction, Inc. 4001 E. Collins Road Gillette, WY 82718 Telephone 307-687-7721	With a copy to:
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The addresses and persons listed above may be changed at any time by giving written notice in accordance with this provision.

35) Benefit. This Agreement is strictly for the benefit of the parties to this Agreement and they expressly declare that they do not intend to confer any rights or benefits whatsoever on any third party.

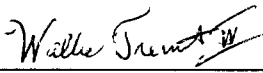
36) Other Acts. The parties agree to undertake such other acts and execute such other documents as may be reasonably necessary to affect the purpose and intent of this Agreement.

37) Invalidity. If any provision of this Agreement is found to be invalid, all the other provisions shall remain in full force and effect.

38) Effective Date. This Agreement shall not be valid or enforceable until it is signed and dated by the Owner's State Controller or authorized delegate (the "Effective Date").

**APPROVED AS TO FORM**

**OWNER**


  
\_\_\_\_\_  
Wallace Trembath  
Assistant City Attorney

\_\_\_\_\_  
Ray Pacheco  
Mayor

**ATTEST**

**SURETY**

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

By:   
\_\_\_\_\_  
Printed Name: Steven C. Watters  
Its: Senior Surety Claims Representative

**COMPLETION CONTRACTOR**

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

Printed Name: Travis Bourne

Its: Project Manager

RESOLUTION NO.18-168

A RESOLUTION AUTHORIZING AN AGREEMENT WITH UNITED FIRE AND CASUALTY COMPANY AND POWDER RIVER CONSTRUCTION, INC., FOR THE ROBERTSON ROAD SOUTH PATHWAY, PROJECT NO. 15-41.

WHEREAS, the City of Casper desired to construct improvements to the Robertson Road South Pathway; and,

WHEREAS, Hedquist Construction, Inc., was able and willing to provide those services specified as the Robertson Road South Pathway, Project No. 15-41; and,

WHEREAS, on June 20, 2017, the City of Casper contracted with Hedquist Construction, Inc., to complete the required improvements; and,

WHEREAS, Hedquist Construction, Inc., contracted with United Fire and Casualty Company, an Insurance Company, to act as Surety and provide performance and payment bonds for the Robertson Road South Pathway, Project No. 15-41; and,

WHEREAS, on May 21, 2018, Hedquist Construction, Inc., defaulted on the Robertson Road South Pathway, Project No. 15-41; and,

WHEREAS, United Fire and Casualty Company, acting in its capacity as Surety, has presented the City of Casper with Powder River Construction, Inc., as a Completion Contractor and agreed to pay the difference between the remaining Hedquist Construction, Inc., contract value and the Powder River Construction, Inc., bid; and,

WHEREAS, Powder River Construction, Inc., is able and willing to provide those remaining services specified as the Robertson Road South Pathway, Project No. 15-41; 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 of no more 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, a Tender Agreement with United Fire and Casualty Company and Powder River Construction, Inc., for the completion of the Robertson Road South Pathway, Project No. 15-41.

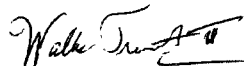
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar

United Fire & Casualty Co. and Powder River Construction, Inc.  
Robertson Road South Pathway  
Project No. 15-41

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 \_\_\_\_\_, 2018.

APPROVED AS TO FORM:  
(Robertson Road South Pathway, Project No. 15-41)



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

July 23, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*

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

SUBJECT: Authorizing an Agreement with United Fire and Casualty Company and 71 Construction, Inc., for completion of the "K" Street Improvements Phase I, Project No. 15-51.

Meeting Type & Date:

Regular Council Meeting

August 7, 2018

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize an agreement with United Fire and Casualty Company and 71 Construction, Inc., for completion of the "K" Street Improvements Phase I, Project No. 15-51.

Summary:

On March 7, 2018, Hedquist Construction, Inc. (Hedquist), was contracted to perform the work related to the "K" Street Improvements Phase I, Project No. 15-51. On May 21, 2018, Hedquist voluntarily relinquished all remaining work of the project to their bonding company, United Fire and Casualty Company (United Fire). United Fire has agreed to hire 71 Construction, Inc. (71), to complete the remaining work under the original agreement between the City and Hedquist. United Fire has also agreed to cover differences in the costs between Hedquist's original bid price and 71's bid price to complete the remaining work items.

Remaining work includes mill and overlay asphalt surface, storm sewer manhole replacement, and inlet and lateral pipe replacement, street light replacement with electrical meter/service installation, ADA accessible ramp installation, curbside/driveway approach replacement, all on "K" Street from Kimball to Grant Street and from Wolcott to Center Street. The work is scheduled to be completed October 9, 2018.

Financial Considerations:

Funds for construction of this project will be from funds previously allocated at contract award.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution

Agreement



## TENDER AGREEMENT

This Tender Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the following parties:

1. United Fire & Casualty Company (“Surety”), whose primary office is located at 118 Second Avenue SE, PO Box 73909, Cedar Rapids, Iowa 73909;
2. The City of Casper, Wyoming (“Owner”), a Wyoming municipal corporation, whose primary office is located at 200 N. David St., Casper, Wyoming 82601; and,
3. 71 Construction (“Completion Contractor”), whose primary office is located at 7072 Barton Drive, Casper, Wyoming 82604.

Surety, Owner, and Completion Contractor are collectively referred to herein as the Parties or individually as a Party.

## RECITALS

A. On or about March 7, 2017, Hedquist Construction, Inc. (“Original Contractor”) entered into a construction contract (“Original Contract”) with Owner for a construction project known as K Street Improvements Phase I, Project No. 15-51 in Natrona County, Wyoming (“Project”). That construction contract, together with all of its incorporated documents, including but not limited to: the original bid documents, plans, specifications, modifications and amendments, constitutes the “Original Contract.” The Original Contract is incorporated into and made a part of this Agreement.

B. The term “Completion Contract” is not a separate agreement but means the construction contract between Owner and Completion Contractor, which is comprised of this Agreement, the Original Contract, and the Completion Contractor’s Price to complete the Project (the “Completion Contractor’s Offer”), attached hereto and incorporated herein by this reference.

C. In connection with the Original Contract between Original Contractor and Owner, Surety executed and delivered to Owner its performance bond (number 54216446) in the amount of \$859,340.00 (“Performance Bond”) and its labor and material payment bond (number 54216446) in the amount of \$859,340.00 (“Payment Bond”).

D. Original Contractor executed a Voluntary Letter of Default for the Project on or about May 21, 2018. In the Voluntary Letter of Default, Original Contractor waived all statutory and/or contract notice provisions and authorized Owner and Surety to declare the Original Contractor in default on the Project and to proceed accordingly.

E. Owner and Surety by this Agreement acknowledge the default of Original Contractor, and Owner calls on Surety to fulfill its Performance Bond obligations to complete the Project in accordance with this Agreement.

F. The Owner represents that as of the date of this Agreement, the current estimated Contract funds are as follows:

Original Contract Amount	\$859,338.69
+ Change Orders	\$9,300
= TOTAL Contract Amount	\$868,638.69
- Amount Paid to Date	\$355,483.69
= Available Contract Balance	\$513,155.00
- Completion Contractor's Price	\$591,260.05
- Stipulated Liquidated Damages	\$20,000.00
= Contract Deficit	(\$98,105.05)
<b>Amount to be paid by Surety to Owner</b>	<b>\$98,105.05</b>

G. To fulfill its Performance Bond obligations, Surety tenders the Completion Contractor to Owner and arranges for Owner to enter into the Completion Contract (as defined above) with Completion Contractor pursuant to the terms in this Agreement.

### TERMS AND CONDITIONS

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1) Recitals. The above Recitals are contractual and incorporated into these Terms and Conditions.
- 2) Completion Contractor Examination and Investigation. Completion Contractor represents and warrant that it:
  - a) has examined the Original Contract.
  - b) is familiar with all of the terms and conditions of the Original Contract.
  - c) has diligently investigated and inspected the Project jobsite.
  - d) is familiar with the jobsite conditions including, but not limited to:
    - i) the materials available but not yet incorporated into the Project,
    - ii) the nature and status of work previously performed by Original Contractor, and,
    - iii) the work remaining to be performed on the Original Contract.

- e) has investigated and is informed as to the status and conditions affecting the work to be done and that no representations with respect to same have been made by Surety, Owner, or any of their representatives.
- f) considered all of the Original Contract documents and jobsite conditions and observations in reaching its Completion Contractor Price of \$591,260.05, as provided in the Completion Contractor's Offer.

3) Surety Examination and Investigation. Surety has made no warranties or representations, express or implied, to Completion Contractor with respect to the Original Contract or the Project. Surety makes no representation or warranty regarding any future performance of any subcontractor or supplier, the availability of any leased equipment or facilities, or the availability of any materials supplied or to be supplied to the Project.

4) Payment by Surety to Owner. Surety shall pay to Owner the sum of the completion contractor's price and the liquidated damages minus the Available Contract Balance, \$98,105.05 within 45 days of the Effective Date. Other than these payments, Surety shall have no future payment obligations to Owner or Completion Contractor, except as may be agreed to in a future writing signed by the appropriate Parties.

5) Tender of Completion Contractor. By this Agreement with Owner, Completion Contractor promises to fully perform the Completion Contract. Owner recognizes the Completion Contractor as Original Contractor's successor in interest to the Original Contract. Following the Effective Date of this Agreement, Owner, Completion Contractor, and Surety agree that the term "Contractor" as used in the Original Contract shall refer to Completion Contractor.

6) New Performance Bonds. Completion Contractor shall furnish to Owner a Performance Bond in form and substance acceptable to Owner in the amount of \$591,260.05 issued by a commercial surety with an AM Best rating of A- or better and a financial size category of VI or larger approved by the U.S. Treasury to issue a bond to the Federal Government in an amount at least equal to the Completion Contractor's Price. The Completion Contractor shall furnish this bond on forms provided by the Owner within 14 calendar days of the Effective Date.

7) New Payment Bonds. Completion Contractor shall furnish to Owner a Payment Bond in form and substance acceptable to Owner in the amount of \$591,260.05 issued by a commercial surety with an AM Best rating of A- or better and a financial size category of VI or larger approved by the U.S. Treasury to issue a bond to the Federal Government in an amount at least equal to the Completion Contractor's Price. The Completion Contractor shall furnish this bond on forms provided by the Owner within 14 calendar days of the Effective Date

8) Warranty. Except as specifically set forth herein, the Completion Contractor warrants all work performed under the Completion Contract according to the warranty terms of the Original Contract.

9) Latent Defects. Completion Contractor shall correct all latent defective work performed by Original Contractor. Notwithstanding anything to the contrary herein, Surety shall retain warranty obligations, if any, for all work that has been installed through the Effective Date by Original Contractor. Completion Contractor shall have all other obligations for work and

latent defect repairs installed by Completion Contractor after the Effective Date. Both Surety's and Completion Contractor's warranties shall expire no earlier than 365 calendar days after the date of final payment to the Completion Contractor.

10) Change Order Work. Owner may direct Completion Contractor to perform extra, additional or changed work or to delete work ("Change Order") pursuant to the terms of the Original Contract.

11) Indemnity by Completion Contractor. To the fullest extent permitted by applicable law, the Completion Contractor shall assume the entire responsibility and liability for all damage (including purely economic loss) or injury of any nature (including death) to persons and property, including intangible property, arising out of or related to the execution or performance of the Completion Contract, and hereby expressly waives any Worker's Compensation Immunity, whether granted by statute or otherwise, and agrees to defend, indemnify and hold harmless Surety and the Owner and their respective directors, officers, agents, servants, employees, affiliates and subsidiaries (the Indemnitees), from any and all demands, claims, and causes of action, even if devoid of merit, arising out of, or related to, in any manner, the execution or performance of the Completion Contract, or asserted against any of the Indemnitees by reason of the acts or omissions of the Completion Contractor, or any entity directly or indirectly engaged by the Completion Contractor in connection with the Completion Contract. The Completion Contractor's indemnity obligation includes, but is not limited to, all damages of any nature or description, all loss, cost or expense, and any and all claims for payment or otherwise by any of Completion Contractor's subcontractors, suppliers, employees and laborers, including the Original Contractor's subcontractors or suppliers, but limited to those subcontracts, purchase orders or ratification agreements the Completion Contractor has assumed or been assigned.

12) Insurance. The Completion Contractor must comply with all insurance requirements in the Original Contract.

13) Prosecution and Time of Work by Completion Contractor. The Completion Contractor agrees to diligently proceed with and to complete the work in accordance with the terms and conditions of the Completion Contract and the Owner's Notice to Proceed to the Completion Contractor. The Notice to Proceed to the Completion Contractor shall provide a substantial completion date that is 60 calendar days from the date that the Completion Contractor is authorized to proceed with the work. The Notice to Proceed from Owner to Original Contractor is no longer effective. The Completion Contractor's Performance Bond and evidence of insurance shall be submitted and approved by the Owner prior to Completion Contractor being permitted to commence performance. Any delay in procuring these bonds and evidence of insurance shall be the fault of the Completion Contractor. Time is of the essence. In the event Completion Contractor fails to complete the work within the time specified in this Agreement, or any extension thereof, the Completion Contractor may be required to pay to Owner liquidated damages as specified in the Original Contract.

14) Release of Surety by Owner. Except as otherwise provided herein and subject to the full performance of this Agreement by Surety, Owner expressly releases, acquits and forever discharges Surety from any and all claims, rights, demands or causes of action of whatever kind or nature whether in law or equity or otherwise which Owner has or may ever have against Surety under or by reason of Surety's Contractor's Bond.

15) Owner Liability to Completion Contractor. The Completion Contractor agrees to make demand and look solely and exclusively to the Owner in the event of any breach or default by the Owner of this Agreement.

16) Payment Bond Remains in Effect. Surety's Payment Bond remains in full force and effect for work performed by Original Contractor under the Original Contract, and Surety retains all obligations, rights and defenses pursuant to the Payment Bond and prevailing law. Surety's Payment Bond shall not apply to or cover Completion Contractor or any of its subcontractors and suppliers for any work performed for Completion Contract. Surety's Payment Bond shall not apply to or cover Completion Contractor or any of its subcontractors and suppliers for any materials delivered to Completion Contractor. Surety shall not be a co-surety with Completion Contractor's surety. The Surety's Payment Bond obligations run solely to those claimants who performed work, labor or supplied material or equipment to Original Contractor for the Project. All payments made by Surety relating to claims on its Payment Bond shall be credited against and applied to reduce the penal limit of the Payment Bond. Surety shall not, under any circumstances, be obligated to expend more than the penal limit of its Payment Bond. The Completion Contractor's Price is contingent on the Completion Contractor's ability to use the materials listed on Exhibit A to Completion Contractor's Price without further payment by the Completion Contractor for the same. If any of the suppliers who provided any of the materials listed on Exhibit A to Completion Contractor's Price make a valid claim against the Payment Bond or the Completion Contractor for monies owing for the materials listed on Exhibit A to the Completion Contractor's Price, the Surety shall, if appropriate, be responsible for payment/resolution of same.

17) Contingency. This Agreement is expressly contingent on the Completion Contractor's timely execution of this Agreement. If after executing this Agreement the Completion Contractor does not timely furnish the bonds and insurance required by this Agreement, then that failure is a material breach of this Agreement. If, after receiving a five (5) calendar day notice to cure, the Completion Contractor does not cure its breach by providing the required bonds and insurance, then this Agreement may be terminated by the Surety or Owner without prejudice to any rights or remedies of the Surety or Owner, and the Completion Contractor shall be liable to the Surety and the Owner for any and all damages, direct or indirect, actual or consequential, including, but not limited to, all costs of re-bidding the Project, any cost or price difference between the Completion Contractor's Price and any new contractor's price to complete the Project, along with any and all damages of the Surety and/or the Owner, related to or arising from the Completion Contractor's termination.

18) Contract Documents. This Agreement, the Original Contract, and the Completion Contractor's Offer are intended to be complementary and are intended to require all work and services by the Completion Contractor necessary to complete the remaining work in compliance with this Agreement, the Completion Contract, the Original Contract, and the Completion Contractor's Offer, in exchange for payment to Completion Contractor as set forth herein. The Original Contract contains the documents listed in the Original Contract, Article XIII.

19) Assignment. In consideration for the agreements herein, Owner hereby assigns, sells and transfers and subrogates to Surety all of Owner's right, title and interest in and to all of its rights and causes of action against the Original Contractor.

20) Surety's Actions. Surety's actions under this Agreement and its bonds shall forever be construed and considered as those of a surety and not a contractor.

21) Headings. All paragraph headings in this Agreement are for convenience and reference only and shall not affect any construction or interpretation of this Agreement.

22) Joint Effort. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than against any other party.

23) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, agents, predecessors, successors, and assigns.

24) Entire Agreement. This Agreement, including the referenced Original Contract and the Completion Contractor's Offer, contains and embodies the entire agreement the parties hereto with regard to the matters covered herein and no other representations, inducements, or other agreements, oral or otherwise, not contained and embodied herein shall be of any force or effect. Nothing herein is intended to be or should be construed to be a waiver, release, or modification of the Agreement of Indemnity between Surety and Original Contractor and affiliated indemnitors.

25) No Waiver. Mere delay in the enforcement of any provision of this Agreement shall not be deemed a waiver of such provision. The waiver by any party hereto of any right or remedy granted herein shall not be deemed to be a waiver of any other or subsequent right or remedy granted herein.

26) Free and Voluntary Agreement. The parties hereto acknowledge that each has been fully advised by legal counsel concerning the language and legal effect of this Agreement and each knowingly enters into this Agreement freely and without coercion of any kind.

27) Counterparts. The parties may execute this Agreement in counterparts, each of which shall be considered to be an original. If counterparts are separately signed, all separately signed documents together shall constitute, as a group, the final agreement.

28) Authority. Each party signing this Agreement acknowledges and represents that the person signing on its behalf has the authority to do so and each person signing this Agreement acknowledges and represents that he or she has the authority to sign this Agreement on behalf of the party for whom he or she is signing.

29) Independent Counsel. The parties herein expressly warrant to each other that each has had the opportunity to have this Agreement reviewed by counsel of its own choosing and have not relied upon the advice of any counsel other than its own.

30) Controlling Law and Venue. The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming.

31) Governmental Claims Act. The Owner does not waive any right(s) it may have pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101 *et seq.* The Owner expressly reserves governmental immunity under this Contract and specifically retains reserves the right to assert any and all rights, immunities and defenses available to it. The parties acknowledge that the Owner has governmental immunity and only the Wyoming Legislature has the power to waive it. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity. Surety reserves all rights and defenses related to any governmental immunity issues.

32) Modification. This Agreement can be modified or amended only by a written agreement signed by all parties.

33) No Admission of Liability. The parties agree that this Agreement is not an admission of liability by any party but is rather a compromise of disputed liability, the express purpose of which is to settle existing claims, preclude any additional claims and avoid the uncertainties and costs of litigation.

34) Notice. Any notice required to be made under the terms of this Agreement must be in writing and may be delivered in person to any party or may be sent by courier or first-class mail, postage prepaid, as follows:

To the Owner:

City of Casper, Wyoming Attn: Public Services Director 200 N. David St. Casper, WY 82601	With a copy to: City of Casper, Wyoming Attn: City Manager's Office 200 N. David St. Casper, WY 82601
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To the Surety:

Steven C. Watters United Fire & Casualty Group 118 Second Ave SE Cedar Rapids, IA 52407 Telephone: 319-399-5730 E-mail: swatters@unitedfiregroup.com	With a copy to: Patrick Q. Husted, Esq. The Husted Law Firm, A Professional Corp. 4643 S. Ulster Street, Suite 1250 Denver, CO 80237 Telephone: 303-721-5000 Email: pqh@thlf.com
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To the Completion Contractor:

Steve Loftin 71 Construction, Inc. 7072 Barton Drive, Casper, Wyoming 82604 Telephone: 307-235-2922	With a copy to:
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The addresses and persons listed above may be changed at any time by giving written notice in accordance with this provision.

35) Benefit. This Agreement is strictly for the benefit of the parties to this Agreement and they expressly declare that they do not intend to confer any rights or benefits whatsoever on any third party.

36) Other Acts. The parties agree to undertake such other acts and execute such other documents as may be reasonably necessary to affect the purpose and intent of this Agreement.

37) Invalidity. If any provision of this Agreement is found to be invalid, all the other provisions shall remain in full force and effect.

38) Effective Date. This Agreement shall not be valid or enforceable until it is signed and dated by the Owner's State Controller or authorized delegate (the "Effective Date").

**APPROVED AS TO FORM**

**OWNER**



Wallace Trembath  
Assistant City Attorney

Ray Pacheco  
Mayor

**ATTEST**

**SURETY**


Fleur D. Tremel  
City Clerk

By: 

Printed Name: Steven C. Watters

Its: Senior Surety Claims Representative

**COMPLETION CONTRACTOR**

By: 

Printed Name: STEVE LOFTIN

Its: PREZ



RESOLUTION NO. 18-169

A RESOLUTION AUTHORIZING AN AGREEMENT WITH UNITED FIRE AND CASUALTY COMPANY AND 71 CONSTRUCTION, INC. FOR THE K STREET IMPROVEMENTS PHASE I, PROJECT NO. 15-51.

WHEREAS, the City of Casper desired to construct improvements to K Street; and,

WHEREAS, Hedquist Construction, Inc. was able and willing to provide those services specified as the K Street Improvements Phase I, Project No. 15-51; and,

WHEREAS, on March 7, 2017, the City of Casper contracted with Hedquist Construction, Inc. to complete the required improvements; and,

WHEREAS, Hedquist Construction contracted with United Fire & Casualty Company (United Fire), an Insurance Company, to act as Surety and provide performance and payment bonds for K Street Improvements Phase I, Project No. 15-51; and,

WHEREAS, on May 21, 2018, Hedquist Construction, Inc. defaulted on the K Street Improvements Phase I, Project No. 15-51; and,

WHEREAS, United Fire, acting in its capacity as Surety, has presented the City of Casper with 71 Construction, Inc. (71) as a Completion Contractor and agreed to pay the cost difference between the remaining work of the original Hedquist contract and 71's bid pricing; and,

WHEREAS, 71 is able and willing to provide those remaining services specified as the K Street Improvements Phase I, Project No. 15-51; 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; and,

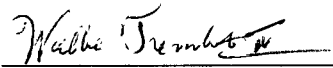
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Tender Agreement with United Fire and 71 for completion of K Street Improvements Phase I, Project No. 15-51.

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 on this \_\_\_ day of \_\_\_\_\_, 2018.

(K Street Improvements Phase I, Project No. 15-51)

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 18, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director  
Jolene Martinez, Assistant to the City Manager  
Cindie Langston, Solid Waste Division Manager  
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Recycled Materials, LLC, in the Amount of \$28,175.00, for the 2018 Russian Olive Removal.

Meeting Type & Date  
Regular Council Meeting  
August 7, 2018

Action type  
Resolution

Recommendation  
That Council, by resolution, authorize an agreement with Recycled Materials, LLC, in the amount of \$28,175.00, for the 2018 Russian Olive Removal, Project No. 18-052. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$3,000.00, for a total project amount of \$31,175.00.

Summary  
On Tuesday, July 17, 2018, one (1) bid was received for the 2018 Russian Olive Removal, Project No. 18-052. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Recycled Materials, LLC</b>	<b>Casper, WY</b>	<b>\$28,175.00</b>

The 2018 Russian Olive Removal Project includes the extraction of all Russian olive trees and Russian olive regrowth from North Platte Park, the Solid Waste Facility, and the Stuckenhoff Shooters Complex. Achieving Russian olive control and abatement along the North Platte River is a top priority for the Platte River Revival because Russian olive trees are invasive species that outcompetes other vegetation, and contribute to the mortality rates of native trees and plants. Work is scheduled to be completed by September 28, 2018. The estimate prepared by the City Engineering Division was \$55,000.00.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As only one bid was received, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations

Funding will be from a grant from the Wyoming Governor's Big Game Coalition, the Budgeted Current Revenue of the Refuse Collection Fund and the Balefill Fund allocated to Russian olive removal.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Recycled Materials, LLC, P.O. Box 370, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to extract Russian olive trees from the North Platte Park, Solid Waste Facility, and Stuckenhoff Shooters Complex; and,

WHEREAS, Recycled Materials, LLC, is able and willing to provide those services specified as the 2018 Russian Olive Removal, Project No. 18-052.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2018 Russian Olive Removal, Project No. 18-052, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work outlined on Sheet 3 of the Contract Drawings shall be substantially completed by **September 6, 2018**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **September 13, 2018**. All work outlined on Sheets 5 and 6 of the Contract Drawings will be substantially completed by **September 28, 2018**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **October 5, 2018**.
- 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 Twenty-Eight Thousand One Hundred Seventy-Five Dollars (\$28,175.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page 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 25<sup>th</sup> day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount

percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract

Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No. (0).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Division 01 - General Requirements, consisting of seven (7) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings consisting of five (5) drawing sheets, with each sheet bearing the following general title:



**2018 Russian Olive Removal, Project No. 18-052**

- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

**ARTICLE 9. GOVERNMENTAL CLAIMS ACT**

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

*(This space intentionally left blank)*

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

Walker Trust

WITNESS:

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

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

ATTEST:

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

Fleur D. Tremel  
Title: City Clerk

CONTRACTOR:

Recycled Materials, LLC

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

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

Ray Pacheco  
Title: Mayor

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

**PROJECT IDENTIFICATION:**      City of Casper  
   **2018 Russian Olive Removal**  
   **Project No. 18-052**

**THIS BID SUBMITTED TO:**      City of Casper  
   200 North David Street  
   Casper, Wyoming 82601

1.    The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **September 28 2018**, and completed and ready for final payment not later than **October 5, 2018**, in accordance with the Bidding Documents. The Work outlined on Sheet 3 of the Plans shall be substantially completed by **September 6, 2018**, and completed and ready for final payment not later than **September 13, 2018**.
  
2.    Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
  
3.    Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
  
4.    In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.    Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):
 

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
  
  - B.    Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 28,175.<sup>00</sup>

TOTAL BASE BID, IN WORDS: Twenty eight thousand one hundred seventy five DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Exhibit "B" - Itemized Bid Schedule.
- C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Recycled Materials, LLC  
P.O. Box 370  
Casper, WY 82602

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

Submitted on July 17, \_\_\_\_\_, 2018.

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: Recycled Materials LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: [Signature] (seal)  
(Title)

(Seal)

Attest: Bruce Stutter

Business Address: P.O. Box 370  
Casper, Wyoming 82602

Phone Number: 307-262-3045

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.)

**EXHIBIT "B"**  
**BID SCHEDULE**

**2018 RUSSIAN OLIVE REMOVAL**  
**PROJECT NO. 18-052**

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      TON = Tons      CY = Cubic Yard      EA = Each

**Bid Schedule**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$	\$ 2,175.00
2	Extract Russian olives from North Platte Park	LS	1	\$	\$ 18,000.00
3	Extract Russian olives from the Solid Waste Facility	LS	1	\$	\$ 4,000.00
4	Extract Russian olives from the Stuckenhoff Shooters Complex	LS	1	\$	\$ 4,000.00
<b>TOTAL BID</b>					<b>\$ 28,175.00</b>

• **BID IN WORDS:**

Twenty eight thousand one hundred seventy five dollars

This bid submitted by: Recycled Materials LLC  
 (Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 18-170

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RECYCLED MATERIALS, LLC, FOR THE 2018 RUSSIAN OLIVE REMOVAL, PROJECT NO. 18-052.

WHEREAS, the City of Casper desires to remove Russian olive trees from North Platte Park, the Solid Waste Facility, and the Stuckenhoff Shooting Complex; and,

WHEREAS, Recycled Materials, LLC, is able and willing to provide those services specified as 2018 Russian Olive Removal, Project No. 18-052; 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 Three Thousand Dollars (\$3,000.00) 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 Recycled Materials, LLC, for those services, in the amount of Twenty-Eight Thousand One Hundred Seventy-Five Dollars (\$28,175.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Twenty-Eight Thousand One Hundred Seventy-Five Dollars (\$28,175.00), and Three Thousand Dollars (\$3,000.00) for a construction contingency account, for a total project amount of Thirty-One Thousand One Hundred Seventy-Five Dollars (\$31,175.00).

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 Three Thousand Dollars (\$3,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:  
(2018 Russian Olive Removal, Project No. 18-052)



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

July 20, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Bruce Martin, Public Utilities Manager  
Krista Johnston, P.E., Sanitary Sewer/Stormwater Manager

SUBJECT: Authorizing Memoranda of Understanding (MOU) between the City of Casper and Casper College; the Town of Mills; the Town of Evansville; and Wyoming Department of Transportation (collectively referred to as the Stormwater Coalition), to provide funding in the maximum total annual amount of \$32,731 for the City to develop and provide Stormwater Public Education and Outreach for the Stormwater Coalition.

Meeting Type & Date

Regular Council Meeting

August 7, 2018

Action type

Resolution

Recommendation:

That Council, by resolution, authorize Memoranda of Understanding between the City of Casper and Casper College; the Town of Mills; the Town of Evansville; and Wyoming Department of Transportation (collectively referred to as the Stormwater Coalition), to provide funding in the maximum total annual amount of \$32,731 for the City to develop and provide Stormwater Public Education and Outreach for the Stormwater Coalition that meets public Education and Outreach requirements of the Municipal Separate Storm Sewer (MS4) permit.

Summary:

In 2005, new regulations required individual entities within Natrona County, a Census Bureau-defined urbanized area, to obtain Wyoming Department of Environmental Quality (WDEQ) Municipal Separate Storm Sewer (MS4) permits. There are numerous facets of MS4 permit compliance, including public education and outreach. The MS4 permit allows joint efforts in permit compliance, so the City of Casper, Casper College, Wyoming Department of Transportation, the Town of Mills, the Town of Evansville, and Natrona County created a Stormwater Coalition to address the Education and Outreach requirements community wide. Since 2006, the City of Casper has managed the permit-required education and outreach for the entities within the Stormwater Coalition, and in return each entity provided the City of Casper with annual funding for materials and staff based on the entity's footprint within the urbanized boundary.

On July 13, 2017, Natrona County terminated the MOU between Natrona County and the City of Casper for Stormwater Education, citing no need for education or outreach as they didn't have an

approved permit. This departure has left the annual budget for Stormwater Education and Outreach short \$13,369. The Stormwater Coalition wishes to revise the Memoranda of Understanding to cut the overall Education and Outreach budget by the amount Natrona County had previously contributed, and to reflect the most recent urbanized boundary. Attachment "A" shows the costs paid by each entity under the original MOU and under the proposed MOU. Entity representatives met on October 9, 2017 to discuss the proposed changes to the MOUs, as identified in Attachment "A", and there were no objections.

#### Financial Considerations

Funding for the City's portion of Stormwater Education and Outreach comes from the Sewer Fund.

#### Oversight Responsibility

Krista Johnston, P.E., Sanitary Sewer/Stormwater Manager

#### Attachments

Attachment "A" - Stormwater Public Education and Outreach Funding Agreement  
Resolutions  
Memoranda of Understanding

Attachment "A"  
Stormwater Public Education MOU Cost Comparison

Entity	Initial MOU	
	2000 Census % of Urbanized Area*	Current Cost
Casper	57%	\$26,277
Natrona County	29%	\$13,369
WYDOT	7%	\$3,227
Mills	4%	\$1,844
Evansville	2%	\$922
Casper College	1%	\$461
<b>Total</b>	<b>100%</b>	<b>\$ 46,100.00</b>

Entity	Proposed 2018 MOU			
	Square miles within Boundary	2010 Census % of Urbanized Area*	Proposed Cost	Contribution Difference from Original MOU
Casper	24.95	80.5%	\$26,352	\$75
WYDOT	2	6.5%	\$2,112	-\$1,115
Mills	2.35	7.6%	\$2,482	\$638
Evansville	1.44	4.6%	\$1,521	\$599
Casper College	0.25	0.8%	\$264	-\$197
Natrona County				-\$13,369
<b>Total</b>		<b>100%</b>	<b>\$ 32,731.00</b>	<b>-\$13,369</b>

\*percent of urbanized area managed by a Stormwater Coalition entity

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CASPER COLLEGE  
AND THE  
CITY OF CASPER

Storm Water Education for the  
Urbanized Areas in Natrona County

1. Parties. This Memorandum of Understanding (MOU) is made and entered into by and between Casper College whose address is 125 College Drive, Casper, Wyoming 82601, and the City of Casper (City) whose address is 200 N. David, Casper, Wyoming 82601.
2. Purpose. The purpose of this MOU is to establish the responsibilities and funding requirements between the two parties for the Storm Water Management Plan (Plan) located in the urbanized areas in Natrona County as shown on the attached location map, marked as Exhibit "A". This Plan includes Best Management Practices (BMPs) and measurable goals for six minimum measures, one of which is Public Education and Outreach (Attachment A).
3. Term of the MOU. This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days' written notice, which notice shall be delivered by hand or by certified mail. Casper College will be responsible for 0.8 percent of the actual cost of the Plan up to the time the MOU is terminated.
4. Payment. The above-mentioned parties agree that Casper College will pay 0.8 percent, or up to a total of Two Hundred Sixty-Four Dollars (\$264) for actual costs on the above-mentioned Plan. The estimated cost for this Public Education and Outreach Program is Thirty-Two Thousand Seven Hundred Thirty-One Dollars (\$32,731). The City of Casper will invoice Casper College for 0.8 percent of the actual costs. The total payment under this MOU shall not exceed Two Hundred Sixty-Four Dollars (\$264) annually. Payment shall be made when services for the prior calendar year are complete.
5. Responsibilities of Casper College. Casper College will provide funding for 0.8 percent of the actual costs of the Plan.
6. Responsibilities of the City.
  - a. The City shall assist Casper College with its portion of the public education and outreach services to implement obligations established in the Plan, which involves planning, design, and execution of public education and outreach services, as well as evaluation thereof for continuance.

- b. The City shall program the necessary staff and resources to carry out said public education and outreach services.
- c. The City shall provide services for the Plan as an independent contractor and not as an employee for Casper College.
- d. The Storm Water Public Education Funding Agreement Detailed Cost Analysis is marked as Attachment A, and is hereby made a part of this MOU.

7. General Provisions:

- a. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- b. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Seventh Judicial District, County of Natrona, State of Wyoming.
- c. **Availability of Funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. Casper College will be responsible for 0.8 percent of the actual costs of the plan up to the time the MOU is terminated. This provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.
- d. **Entirety of this MOU.** This MOU, consisting of four pages; Exhibit "A", consisting of one page; and Attachment A, consisting of two pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- e. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the City Attorney or his representative.
- f. **Severability.** Should any portion of this MOU be judicially determined to be illegal

or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

- g. Sovereign Immunity. The parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, S. S. § 1-39-101, et seq. The parties specifically reserve the right to assert any and all immunities, rights, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
- h. Ambiguities. The parties agree that any ambiguity in this MOU 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.
- i 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 MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

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

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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

**CITY OF CASPER:**

\_\_\_\_\_  
Ray Pacheco, Mayor  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Fleur D. Tremel  
Title: \_\_\_\_\_  
City Clerk  
Date: \_\_\_\_\_

**CASPER COLLEGE:**

By: Michael J Sawyer  
Title: Director of College Facilities  
Date: 5/2/18

**ATTEST:**

By: Dmitriy Nesterenko  
Title: EHS  
Date: 05/08/2018

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018

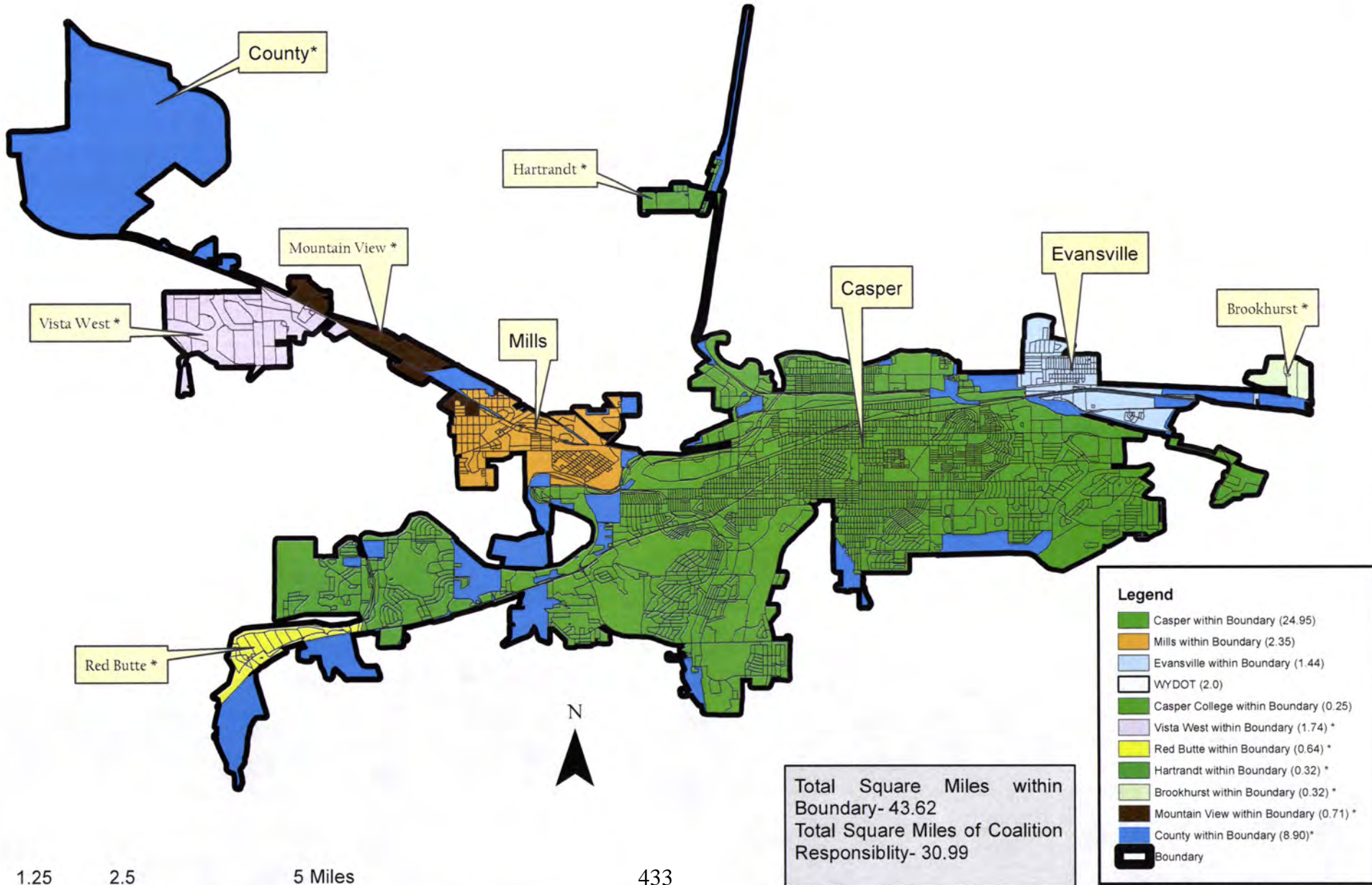
Approved as to form:

Winnie Tremel  
Attorney for City of Casper



# Exhibit "A"

## Casper Urbanized Area Based on the 2010 Census- MS4 Coalition



0 1.25 2.5 5 Miles

**Attachment A**  
**Stormwater Public Education and Outreach Funding Agreement**

<b>Public Education and Outreach 2018</b>			
<b>BMP</b>	<b>Cost</b>	<b>Measurable Goal</b>	<b>Schedule of Implementation</b>
Newspaper ads and articles	\$3,000	# of media impressions	Throughout year with campaign
Radio advertisement	\$4,000	# of PSAs	Coincide with Inserts
Tri-fold Brochures	\$0	# of media impressions	Distribute throughout the year
Conservation Book	\$0	# of media impressions	Distribute throughout the year
Billboards	\$3,600	# of media impressions	Throughout the year with campaign
Central Wyoming Fair & Rodeo litter free parade effort	Staff	# of attendees	July
Maintain stormwater Web site	Staff	# of visits	Update continuously
Provide contractor education	Staff	number of events held	Workshops and tailgate training to be conducted, dates to be determined with distribution of educational materials
Television news stories	Staff	# of news story	Throughout the year
Non Traditional Media (Social media, online ads, etc.)	\$2,000	# of impressions/ views	Throughout year with campaign
Explore opportunities to promote storm water education and non point source pollution in other city publications such as: Keep Casper Beautiful, Refuse and Collections, Annual Water Report	Staff	number of publications and number distributed	Throughout the year
Promote area recycling services and hazardous waste facility	Staff	# of tons of recycling and # of customers	Throughout the year
Promotional Enhancements and additional opportunities (examples: poop bag holders, trail interpretive boards, interactive displays, etc.)	\$3,000	# distributed	Throughout year with campaign
<b>Cost of Public Education Materials</b>	<b>\$ 15,600</b>		
<b>Staff</b>	<b>\$ 17,131</b>		
<b>Total Cost of Public Education &amp; Outreach</b>	<b>\$32,731</b>		

**Attachment A**  
Stormwater Public Education and Outreach Funding Agreement

**Funding Agreement 2018**  
**Detailed Cost Analysis**

The cost of the Public Education program is based on the percentage of area identified by the Wyoming Department of Environmental Quality.

<b>Entity</b>	<b>% Area *</b>	<b>% of Cost</b>
City of Casper	80.5%	\$ 26,352
Wyoming DOT	6.5 %	\$ 2,112
Mills	7.6 %	\$ 2,482
Evansville	4.6 %	\$ 1,521
Casper College	0.8 %	\$ 264
<b>Total</b>	<b>100 %</b>	<b>\$ 32,731</b>

\* Determination of area created by GIS mapping using the 2010 Census urbanized area and the jurisdiction boundaries.

RESOLUTION NO.18-171

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CASPER AND CASPER COLLEGE.

WHEREAS, the Storm Water Management Plan includes Best Management Practices (BMPs) and measurable goals for six minimum measures, one of which is Public Education and Outreach, and;

WHEREAS, the City of Casper currently implements BMPs in the urbanized area, and;

WHEREAS, the City of Casper desires to assist Casper College with its portion of the public education and outreach services to implement obligations established in the Stormwater Management Plan, and;

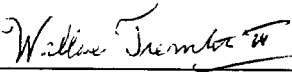
WHEREAS, the City of Casper will provide the necessary staff and resources to carry out said public education and outreach services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Memorandum of Understanding funding agreement for stormwater education between the City of Casper and Casper College is hereby approved.

BE IT FURTHER RESOLVED: That the City Manager, the Public Services Director for the City of Casper, or their designee, 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 the Memorandum of Understanding.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 20, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Bruce Martin, Public Utilities Manager  
Krista Johnston, P.E., Sanitary Sewer/Stormwater Manager

SUBJECT: Authorizing Memoranda of Understanding (MOU) between the City of Casper and Casper College; the Town of Mills; the Town of Evansville; and Wyoming Department of Transportation (collectively referred to as the Stormwater Coalition), to provide funding in the maximum total annual amount of \$32,731 for the City to develop and provide Stormwater Public Education and Outreach for the Stormwater Coalition.

Meeting Type & Date

Regular Council Meeting

August 7, 2018

Action type

Resolution

Recommendation:

That Council, by resolution, authorize Memoranda of Understanding between the City of Casper and Casper College; the Town of Mills; the Town of Evansville; and Wyoming Department of Transportation (collectively referred to as the Stormwater Coalition), to provide funding in the maximum total annual amount of \$32,731 for the City to develop and provide Stormwater Public Education and Outreach for the Stormwater Coalition that meets public Education and Outreach requirements of the Municipal Separate Storm Sewer (MS4) permit.

Summary:

In 2005, new regulations required individual entities within Natrona County, a Census Bureau-defined urbanized area, to obtain Wyoming Department of Environmental Quality (WDEQ) Municipal Separate Storm Sewer (MS4) permits. There are numerous facets of MS4 permit compliance, including public education and outreach. The MS4 permit allows joint efforts in permit compliance, so the City of Casper, Casper College, Wyoming Department of Transportation, the Town of Mills, the Town of Evansville, and Natrona County created a Stormwater Coalition to address the Education and Outreach requirements community wide. Since 2006, the City of Casper has managed the permit-required education and outreach for the entities within the Stormwater Coalition, and in return each entity provided the City of Casper with annual funding for materials and staff based on the entity's footprint within the urbanized boundary.

On July 13, 2017, Natrona County terminated the MOU between Natrona County and the City of Casper for Stormwater Education, citing no need for education or outreach as they didn't have an

approved permit. This departure has left the annual budget for Stormwater Education and Outreach short \$13,369. The Stormwater Coalition wishes to revise the Memoranda of Understanding to cut the overall Education and Outreach budget by the amount Natrona County had previously contributed, and to reflect the most recent urbanized boundary. Attachment “A” shows the costs paid by each entity under the original MOU and under the proposed MOU. Entity representatives met on October 9, 2017 to discuss the proposed changes to the MOUs, as identified in Attachment “A”, and there were no objections.

Financial Considerations

Funding for the City’s portion of Stormwater Education and Outreach comes from the Sewer Fund.

Oversight Responsibility

Krista Johnston, P.E., Sanitary Sewer/Stormwater Manager

Attachments

Attachment “A” - Stormwater Public Education and Outreach Funding Agreement  
Resolutions  
Memoranda of Understanding



Attachment "A"  
Stormwater Public Education MOU Cost Comparison

Entity	Initial MOU	
	2000 Census % of Urbanized Area*	Current Cost
Casper	57%	\$26,277
Natrona County	29%	\$13,369
WYDOT	7%	\$3,227
Mills	4%	\$1,844
Evansville	2%	\$922
Casper College	1%	\$461
<b>Total</b>	<b>100%</b>	<b>\$ 46,100.00</b>

Entity	Proposed 2018 MOU			
	Square miles within Boundary	2010 Census % of Urbanized Area*	Proposed Cost	Contribution Difference from Original MOU
Casper	24.95	80.5%	\$26,352	\$75
WYDOT	2	6.5%	\$2,112	-\$1,115
Mills	2.35	7.6%	\$2,482	\$638
Evansville	1.44	4.6%	\$1,521	\$599
Casper College	0.25	0.8%	\$264	-\$197
Natrona County				-\$13,369
<b>Total</b>		<b>100%</b>	<b>\$ 32,731.00</b>	<b>-\$13,369</b>

\*percent of urbanized area managed by a Stormwater Coalition entity

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
TOWN OF MILLS  
AND THE  
CITY OF CASPER

Storm Water Education for the  
Urbanized Areas in Natrona County

1. Parties. This Memorandum of Understanding (MOU) is made and entered into by and between the Town of Mills whose address is 704 4<sup>th</sup> Street, Mills, Wyoming 82644, and the City of Casper (City) whose address is 200 N. David, Casper, Wyoming 82601.
2. Purpose. The purpose of this MOU is to establish the responsibilities and funding requirements between the two parties for the Storm Water Management Plan (Plan) located in the urbanized areas in Natrona County as shown on the attached location map, marked as Exhibit "A". This Plan includes Best Management Practices (BMPs) and measurable goals for six minimum measures, one of which is Public Education and Outreach (Attachment A).
3. Term of the MOU. This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days' written notice, which notice shall be delivered by hand or by certified mail. The Town of Mills will be responsible for 7.6 percent of the actual cost of the Plan up to the time the MOU is terminated.
4. Payment. The above-mentioned parties agree that the Town of Mills will pay 7.6 percent or up to a total of Two Thousand Four Hundred Eighty-Two Dollars (\$2,482) for actual costs on the above-mentioned Plan. The estimated cost for this Public Education and Outreach Program is Thirty-Two Thousand Seven Hundred Thirty-One Dollars (\$32,731). The City of Casper will invoice the Town of Mills for 7.6 percent of the actual costs. The total payment under this MOU shall not exceed Two Thousand Four Hundred Eighty-Two Dollars (\$2,482) annually. Payment shall be made when services are complete.
5. Responsibilities of the Town of Mills. The Town of Mills will provide funding for 7.6 percent of the actual costs of the Plan.
6. Responsibilities of the City.
  - a. The City shall assist the Town of Mills with its portion of the public education and outreach services to implement obligations established in the Plan, which involves planning, design, and execution of public education and outreach services, as well as evaluation thereof for continuance.



- b. The City shall program the necessary staff and resources to carry out said public education and outreach services.
- c. The City shall provide services for the Plan as an independent contractor and not as an employee for the Town of Mills.
- d. The Storm Water Public Education Funding Agreement Detailed Cost Analysis is marked as Attachment A, and is hereby made a part of this MOU.

7. General Provisions:

- a. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- b. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Seventh Judicial District, County of Natrona, State of Wyoming.
- c. **Availability of Funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. The Town of Mills will be responsible for 7.6 percent of the actual costs of the Plan up to the time the MOU is terminated. This provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.
- d. **Entirety of this MOU.** This MOU, consisting of four pages; Exhibit "A", consisting of one page; and Attachment A, consisting of two pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- e. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the City Attorney or his representative.
- f. **Severability.** Should any portion of this MOU be judicially determined to be illegal

or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

- g. Sovereign Immunity. The parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, S. S. § 1-39-101, et seq. The parties specifically reserve the right to assert any and all immunities, rights, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
- h. Ambiguities. The parties agree that any ambiguity in this MOU 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.
- i. 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 MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

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

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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

**CITY OF CASPER:**

\_\_\_\_\_  
Ray Pacheco, Mayor  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Fleur D. Tremel  
Title: \_\_\_\_\_  
City Clerk  
Date: \_\_\_\_\_

**TOWN OF MILLS:**

By: \_\_\_\_\_  
Title: Mayor Town of Mills  
Date: 5-8-18

**ATTEST:**

By: \_\_\_\_\_  
Title: Town clerk  
Date: 5-8-18

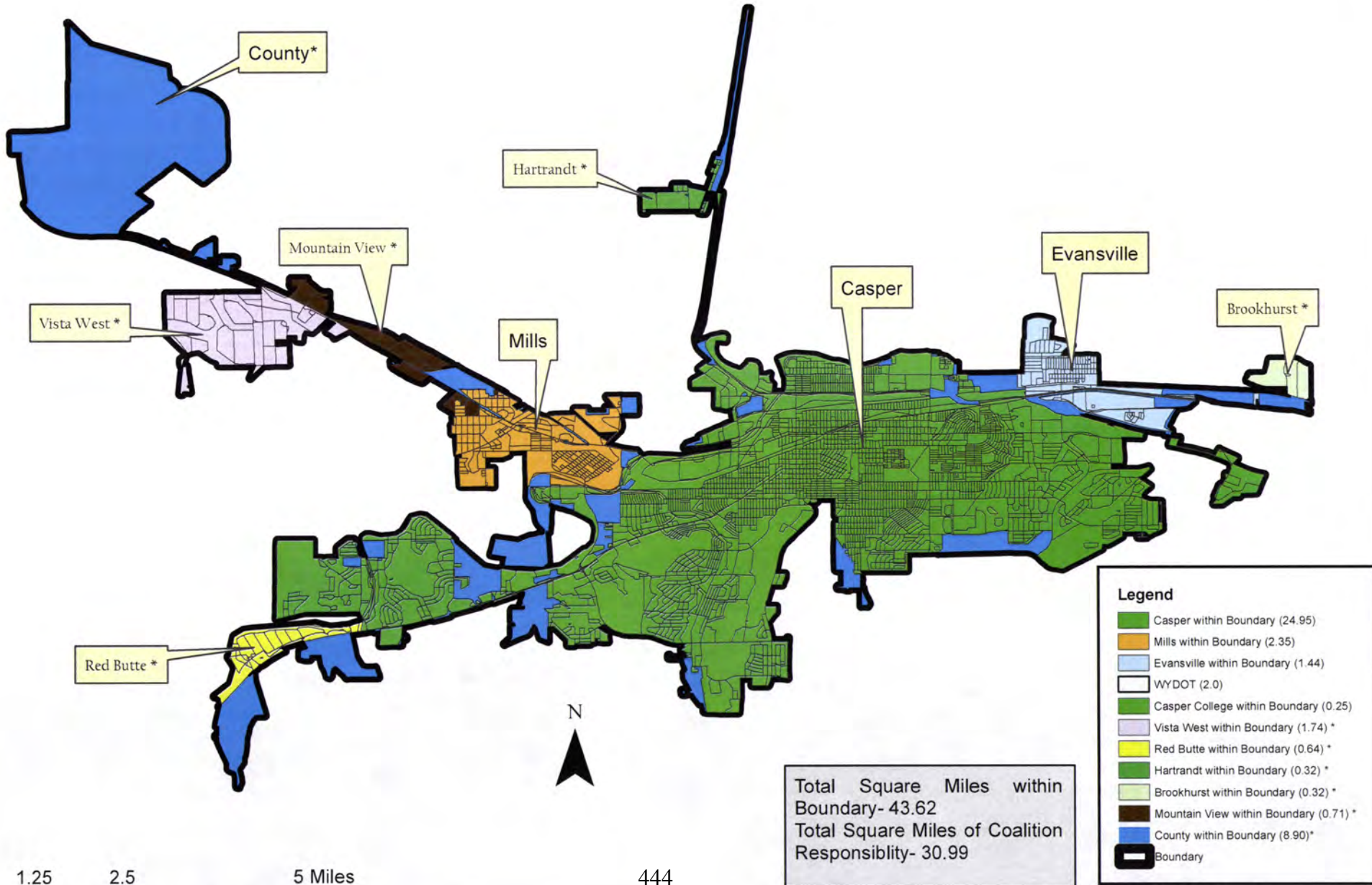
DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018

Approved as to form:

Walter Tremel  
Attorney for City of Casper

# Exhibit "A"

## Casper Urbanized Area Based on the 2010 Census- MS4 Coalition



0 1.25 2.5 5 Miles

**Attachment A**  
**Stormwater Public Education and Outreach Funding Agreement**

<b>Public Education and Outreach 2018</b>			
<b>BMP</b>	<b>Cost</b>	<b>Measurable Goal</b>	<b>Schedule of Implementation</b>
Newspaper ads and articles	\$3,000	# of media impressions	Throughout year with campaign
Radio advertisement	\$4,000	# of PSAs	Coincide with Inserts
Tri-fold Brochures	\$0	# of media impressions	Distribute throughout the year
Conservation Book	\$0	# of media impressions	Distribute throughout the year
Billboards	\$3,600	# of media impressions	Throughout the year with campaign
Central Wyoming Fair & Rodeo litter free parade effort	Staff	# of attendees	July
Maintain stormwater Web site	Staff	# of visits	Update continuously
Provide contractor education	Staff	number of events held	Workshops and tailgate training to be conducted, dates to be determined with distribution of educational materials
Television news stories	Staff	# of news story	Throughout the year
Non Traditional Media (Social media, online ads, etc.)	\$2,000	# of impressions/ views	Throughout year with campaign
Explore opportunities to promote storm water education and non point source pollution in other city publications such as: Keep Casper Beautiful, Refuse and Collections, Annual Water Report	Staff	number of publications and number distributed	Throughout the year
Promote area recycling services and hazardous waste facility	Staff	# of tons of recycling and # of customers	Throughout the year
Promotional Enhancements and additional opportunities (examples: poop bag holders, trail interpretive boards, interactive displays, etc.)	\$3,000	# distributed	Throughout year with campaign
<b>Cost of Public Education Materials</b>	<b>\$ 15,600</b>		
<b>Staff</b>	<b>\$ 17,131</b>		
<b>Total Cost of Public Education &amp; Outreach</b>	<b>\$32,731</b>		

**Attachment A**  
Stormwater Public Education and Outreach Funding Agreement

**Funding Agreement 2018**  
**Detailed Cost Analysis**

The cost of the Public Education program is based on the percentage of area identified by the Wyoming Department of Environmental Quality.

<b>Entity</b>	<b>% Area *</b>	<b>% of Cost</b>
City of Casper	80.5%	\$ 26,352
Wyoming DOT	6.5 %	\$ 2,112
Mills	7.6 %	\$ 2,482
Evansville	4.6 %	\$ 1,521
Casper College	0.8 %	\$ 264
<b>Total</b>	<b>100 %</b>	<b>\$ 32,731</b>

\* Determination of area created by GIS mapping using the 2010 Census urbanized area and the jurisdiction boundaries.

RESOLUTION NO.18-172

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CASPER AND THE TOWN OF MILLS.

WHEREAS, the Storm Water Management Plan includes Best Management Practices (BMPs) and measurable goals for six minimum measures, one of which is Public Education and Outreach, and;

WHEREAS, the City of Casper currently implements BMPs in the urbanized area, and;

WHEREAS, the City of Casper desires to assist the Town of Mills with its portion of the public education and outreach services to implement obligations established in the Stormwater Management Plan, and;

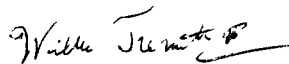
WHEREAS, the City of Casper will provide the necessary staff and resources to carry out said public education and outreach services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Memorandum of Understanding funding agreement for stormwater education between the City of Casper and the Town of Mills is hereby approved.

BE IT FURTHER RESOLVED: That the City Manager, the Public Services Director for the City of Casper, or their designee, 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 the Memorandum of Understanding.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 20, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Bruce Martin, Public Utilities Manager  
Krista Johnston, P.E., Sanitary Sewer/Stormwater Manager

SUBJECT: Authorizing Memoranda of Understanding (MOU) between the City of Casper and Casper College; the Town of Mills; the Town of Evansville; and Wyoming Department of Transportation (collectively referred to as the Stormwater Coalition), to provide funding in the maximum total annual amount of \$32,731 for the City to develop and provide Stormwater Public Education and Outreach for the Stormwater Coalition.

Meeting Type & Date

Regular Council Meeting

August 7, 2018

Action type

Resolution

Recommendation:

That Council, by resolution, authorize Memoranda of Understanding between the City of Casper and Casper College; the Town of Mills; the Town of Evansville; and Wyoming Department of Transportation (collectively referred to as the Stormwater Coalition), to provide funding in the maximum total annual amount of \$32,731 for the City to develop and provide Stormwater Public Education and Outreach for the Stormwater Coalition that meets public Education and Outreach requirements of the Municipal Separate Storm Sewer (MS4) permit.

Summary:

In 2005, new regulations required individual entities within Natrona County, a Census Bureau-defined urbanized area, to obtain Wyoming Department of Environmental Quality (WDEQ) Municipal Separate Storm Sewer (MS4) permits. There are numerous facets of MS4 permit compliance, including public education and outreach. The MS4 permit allows joint efforts in permit compliance, so the City of Casper, Casper College, Wyoming Department of Transportation, the Town of Mills, the Town of Evansville, and Natrona County created a Stormwater Coalition to address the Education and Outreach requirements community wide. Since 2006, the City of Casper has managed the permit-required education and outreach for the entities within the Stormwater Coalition, and in return each entity provided the City of Casper with annual funding for materials and staff based on the entity's footprint within the urbanized boundary.

On July 13, 2017, Natrona County terminated the MOU between Natrona County and the City of Casper for Stormwater Education, citing no need for education or outreach as they didn't have an



approved permit. This departure has left the annual budget for Stormwater Education and Outreach short \$13,369. The Stormwater Coalition wishes to revise the Memoranda of Understanding to cut the overall Education and Outreach budget by the amount Natrona County had previously contributed, and to reflect the most recent urbanized boundary. Attachment “A” shows the costs paid by each entity under the original MOU and under the proposed MOU. Entity representatives met on October 9, 2017 to discuss the proposed changes to the MOUs, as identified in Attachment “A”, and there were no objections.

#### Financial Considerations

Funding for the City’s portion of Stormwater Education and Outreach comes from the Sewer Fund.

#### Oversight Responsibility

Krista Johnston, P.E., Sanitary Sewer/Stormwater Manager

#### Attachments

Attachment “A” - Stormwater Public Education and Outreach Funding Agreement  
Resolutions  
Memoranda of Understanding

Attachment "A"  
Stormwater Public Education MOU Cost Comparison

Entity	Initial MOU	
	2000 Census % of Urbanized Area*	Current Cost
Casper	57%	\$26,277
Natrona County	29%	\$13,369
WYDOT	7%	\$3,227
Mills	4%	\$1,844
Evansville	2%	\$922
Casper College	1%	\$461
<b>Total</b>	<b>100%</b>	<b>\$ 46,100.00</b>

Entity	Proposed 2018 MOU			
	Square miles within Boundary	2010 Census % of Urbanized Area*	Proposed Cost	Contribution Difference from Original MOU
Casper	24.95	80.5%	\$26,352	\$75
WYDOT	2	6.5%	\$2,112	-\$1,115
Mills	2.35	7.6%	\$2,482	\$638
Evansville	1.44	4.6%	\$1,521	\$599
Casper College	0.25	0.8%	\$264	-\$197
Natrona County				-\$13,369
<b>Total</b>		<b>100%</b>	<b>\$ 32,731.00</b>	<b>-\$13,369</b>

\*percent of urbanized area managed by a Stormwater Coalition entity

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
TOWN OF EVANSVILLE  
AND THE  
CITY OF CASPER

Storm Water Education for the  
Urbanized Areas in Natrona County

1. Parties. This Memorandum of Understanding (MOU) is made and entered into by and between the Town of Evansville whose address is 235 Curtis, Evansville, Wyoming 82636, and the City of Casper (City) whose address is 200 N. David, Casper, Wyoming 82601.
2. Purpose. The purpose of this MOU is to establish the responsibilities and funding requirements between the two parties for the Storm Water Management Plan (Plan) located in the urbanized areas in Natrona County as shown on the attached location map, marked as Exhibit "A". This Plan includes Best Management Practices (BMPs) and measurable goals for six minimum measures, one of which is Public Education and Outreach (Attachment A).
3. Term of the MOU. This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days' written notice, which notice shall be delivered by hand or by certified mail. The Town of Evansville will be responsible for 4.6 percent of the actual cost of the Plan up to the time the MOU is terminated.
4. Payment. The above-mentioned parties agree that the Town of Evansville will pay 4.6 percent or up to a total of One Thousand Five Hundred Twenty-One Dollars (\$1,521) for actual costs on the above-mentioned Plan. The estimated cost for this Public Education and Outreach Program is Thirty-Two Thousand Seven Hundred Thirty-One Dollars (\$32,731). The City of Casper will invoice the Town of Evansville for 4.6 percent of the actual costs. The total payment under this MOU shall not exceed One Thousand Five Hundred Twenty-One Dollars (\$1,521) annually. Payment shall be made when services for the prior calendar year are complete.
5. Responsibilities of the Town of Evansville. The Town of Evansville will provide funding for 4.6 percent of the actual costs of the Plan.
6. Responsibilities of the City.
  - a. The City shall assist the Town of Evansville with its portion of the public education and outreach services to implement obligations established in the Plan, which involves planning, design and execution of public education and outreach services, as well as evaluation thereof for continuance.

- b. The City shall program the necessary staff and resources to carry out said public education and outreach services.
- c. The City shall provide services for the Plan as an independent contractor and not as an employee for the Town of Evansville.
- d. The Storm Water Public Education Funding Agreement Detailed Cost Analysis is marked as Attachment A, and is hereby made a part of this MOU.

7. General Provisions:

- a. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- b. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Seventh Judicial District, County of Natrona, State of Wyoming.
- c. **Availability of Funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. The Town of Evansville will be responsible for 4.6 percent of the actual costs of the plan up to the time the MOU is terminated. This provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.
- d. **Entirety of this MOU.** This MOU, consisting of four pages; Exhibit "A", consisting of one page; and Attachment A, consisting of two pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- e. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the City Attorney or his representative.

- f. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- g. Sovereign Immunity. The parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, S. S. § 1-39-101, et seq. The parties specifically reserve the right to assert any and all immunities, rights, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
- h. Ambiguities. The parties agree that any ambiguity in this MOU 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.
- i. 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 MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

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

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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

**CITY OF CASPER:**

**ATTEST:**

\_\_\_\_\_  
Ray Pacheco, Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Fleur D. Tremel  
Title: City Clerk  
Date: \_\_\_\_\_

**TOWN OF EVANSVILLE:**

**ATTEST:**

By: Shelley  
Title: Mayor  
Date: 7/9/2018

By: Janelle Underhill  
Title: Town Clerk  
Date: 7/9/2018

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018

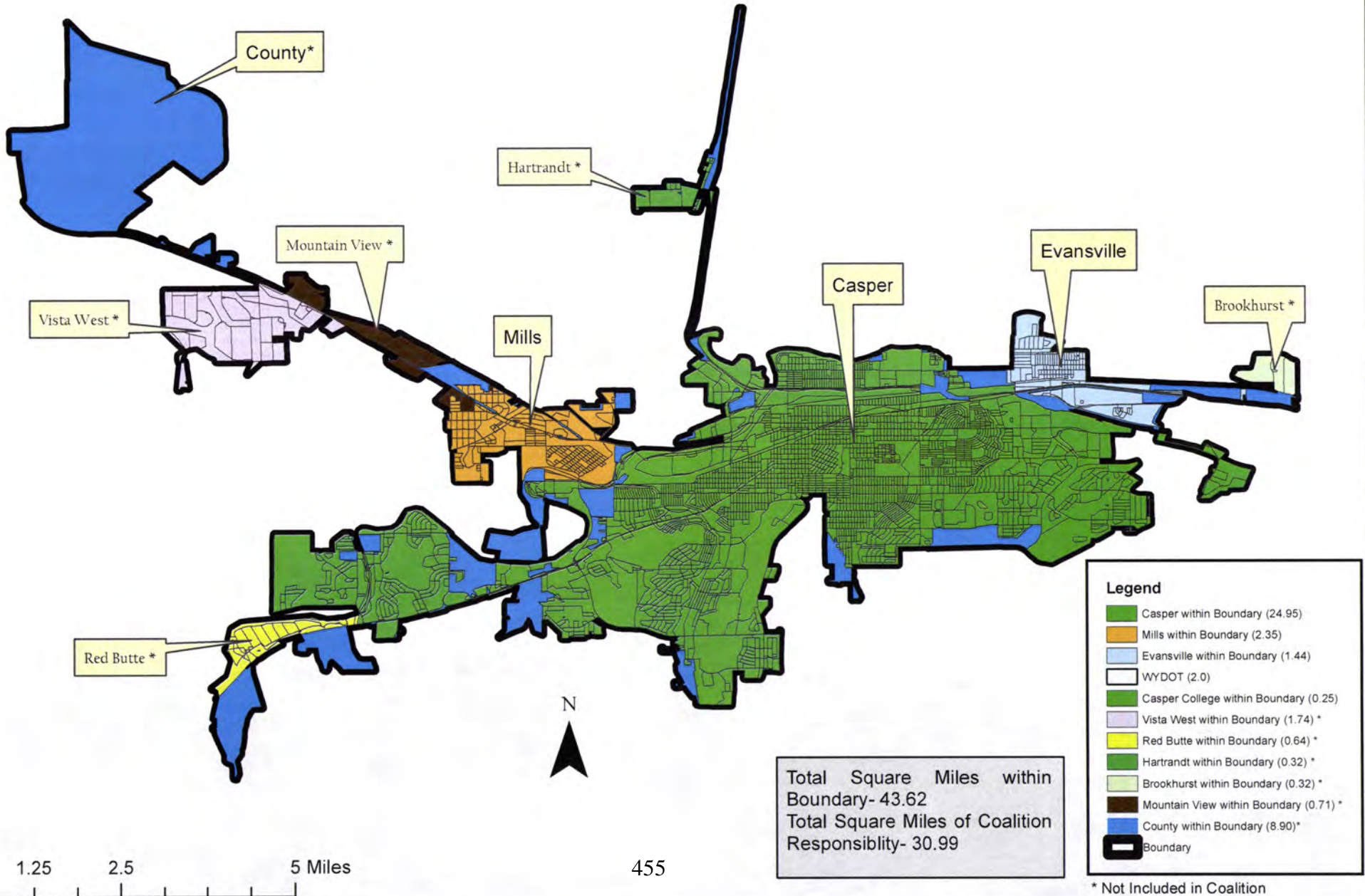
Approved as to form:

\_\_\_\_\_  
Attorney for City of Casper



# Exhibit "A"

## Casper Urbanized Area Based on the 2010 Census- MS4 Coalition



**Attachment A**  
**Stormwater Public Education and Outreach Funding Agreement**

<b>Public Education and Outreach 2018</b>			
<b>BMP</b>	<b>Cost</b>	<b>Measurable Goal</b>	<b>Schedule of Implementation</b>
Newspaper ads and articles	\$3,000	# of media impressions	Throughout year with campaign
Radio advertisement	\$4,000	# of PSAs	Coincide with Inserts
Tri-fold Brochures	\$0	# of media impressions	Distribute throughout the year
Conservation Book	\$0	# of media impressions	Distribute throughout the year
Billboards	\$3,600	# of media impressions	Throughout the year with campaign
Central Wyoming Fair & Rodeo litter free parade effort	Staff	# of attendees	July
Maintain stormwater Web site	Staff	# of visits	Update continuously
Provide contractor education	Staff	number of events held	Workshops and tailgate training to be conducted, dates to be determined with distribution of educational materials
Television news stories	Staff	# of news story	Throughout the year
Non Traditional Media (Social media, online ads, etc.)	\$2,000	# of impressions/ views	Throughout year with campaign
Explore opportunities to promote storm water education and non point source pollution in other city publications such as: Keep Casper Beautiful, Refuse and Collections, Annual Water Report	Staff	number of publications and number distributed	Throughout the year
Promote area recycling services and hazardous waste facility	Staff	# of tons of recycling and # of customers	Throughout the year
Promotional Enhancements and additional opportunities (examples: poop bag holders, trail interpretive boards, interactive displays, etc.)	\$3,000	# distributed	Throughout year with campaign
<b>Cost of Public Education Materials</b>	<b>\$ 15,600</b>		
<b>Staff</b>	<b>\$ 17,131</b>		
<b>Total Cost of Public Education &amp; Outreach</b>	<b>\$32,731</b>		



**Attachment A**  
Stormwater Public Education and Outreach Funding Agreement

**Funding Agreement 2018**  
**Detailed Cost Analysis**

The cost of the Public Education program is based on the percentage of area identified by the Wyoming Department of Environmental Quality.

<b>Entity</b>	<b>% Area *</b>	<b>% of Cost</b>
City of Casper	80.5%	\$ 26,352
Wyoming DOT	6.5 %	\$ 2,112
Mills	7.6 %	\$ 2,482
Evansville	4.6 %	\$ 1,521
Casper College	0.8 %	\$ 264
<b>Total</b>	<b>100 %</b>	<b>\$ 32,731</b>

\* Determination of area created by GIS mapping using the 2010 Census urbanized area and the jurisdiction boundaries.

RESOLUTION NO.18-173

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CASPER AND THE TOWN OF EVANSVILLE.

WHEREAS, the Storm Water Management Plan includes Best Management Practices (BMPs) and measurable goals for six minimum measures, one of which is Public Education and Outreach, and;

WHEREAS, the City of Casper currently implements BMPs in the urbanized area, and;

WHEREAS, the City of Casper desires to assist the Town of Evansville with its portion of the public education and outreach services to implement obligations established in the Stormwater Management Plan, and;


WHEREAS, the City of Casper will provide the necessary staff and resources to carry out said public education and outreach services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Memorandum of Understanding funding agreement for stormwater education between the City of Casper and the Town of Evansville is hereby approved.

BE IT FURTHER RESOLVED: That the City Manager, the Public Services Director for the City of Casper, or their designee, 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 the Memorandum of Understanding.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 20, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Bruce Martin, Public Utilities Manager  
Krista Johnston, P.E., Sanitary Sewer/Stormwater Manager

SUBJECT: Authorizing Memoranda of Understanding (MOU) between the City of Casper and Casper College; the Town of Mills; the Town of Evansville; and Wyoming Department of Transportation (collectively referred to as the Stormwater Coalition), to provide funding in the maximum total annual amount of \$32,731 for the City to develop and provide Stormwater Public Education and Outreach for the Stormwater Coalition.

Meeting Type & Date

Regular Council Meeting

August 7, 2018

Action type

Resolution

Recommendation:

That Council, by resolution, authorize Memoranda of Understanding between the City of Casper and Casper College; the Town of Mills; the Town of Evansville; and Wyoming Department of Transportation (collectively referred to as the Stormwater Coalition), to provide funding in the maximum total annual amount of \$32,731 for the City to develop and provide Stormwater Public Education and Outreach for the Stormwater Coalition that meets public Education and Outreach requirements of the Municipal Separate Storm Sewer (MS4) permit.

Summary:

In 2005, new regulations required individual entities within Natrona County, a Census Bureau-defined urbanized area, to obtain Wyoming Department of Environmental Quality (WDEQ) Municipal Separate Storm Sewer (MS4) permits. There are numerous facets of MS4 permit compliance, including public education and outreach. The MS4 permit allows joint efforts in permit compliance, so the City of Casper, Casper College, Wyoming Department of Transportation, the Town of Mills, the Town of Evansville, and Natrona County created a Stormwater Coalition to address the Education and Outreach requirements community wide. Since 2006, the City of Casper has managed the permit-required education and outreach for the entities within the Stormwater Coalition, and in return each entity provided the City of Casper with annual funding for materials and staff based on the entity's footprint within the urbanized boundary.

On July 13, 2017, Natrona County terminated the MOU between Natrona County and the City of Casper for Stormwater Education, citing no need for education or outreach as they didn't have an

approved permit. This departure has left the annual budget for Stormwater Education and Outreach short \$13,369. The Stormwater Coalition wishes to revise the Memoranda of Understanding to cut the overall Education and Outreach budget by the amount Natrona County had previously contributed, and to reflect the most recent urbanized boundary. Attachment “A” shows the costs paid by each entity under the original MOU and under the proposed MOU. Entity representatives met on October 9, 2017 to discuss the proposed changes to the MOUs, as identified in Attachment “A”, and there were no objections.

Financial Considerations

Funding for the City’s portion of Stormwater Education and Outreach comes from the Sewer Fund.

Oversight Responsibility

Krista Johnston, P.E., Sanitary Sewer/Stormwater Manager

Attachments

Attachment “A” - Stormwater Public Education and Outreach Funding Agreement  
Resolutions  
Memoranda of Understanding

Attachment "A"  
Stormwater Public Education MOU Cost Comparison

Entity	Initial MOU	
	2000 Census % of Urbanized Area*	Current Cost
Casper	57%	\$26,277
Natrona County	29%	\$13,369
WYDOT	7%	\$3,227
Mills	4%	\$1,844
Evansville	2%	\$922
Casper College	1%	\$461
<b>Total</b>	<b>100%</b>	<b>\$ 46,100.00</b>

Entity	Proposed 2018 MOU			
	Square miles within Boundary	2010 Census % of Urbanized Area*	Proposed Cost	Contribution Difference from Original MOU
Casper	24.95	80.5%	\$26,352	\$75
WYDOT	2	6.5%	\$2,112	-\$1,115
Mills	2.35	7.6%	\$2,482	\$638
Evansville	1.44	4.6%	\$1,521	\$599
Casper College	0.25	0.8%	\$264	-\$197
Natrona County				-\$13,369
<b>Total</b>		<b>100%</b>	<b>\$ 32,731.00</b>	<b>-\$13,369</b>

\*percent of urbanized area managed by a Stormwater Coalition entity

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
WYOMING DEPARTMENT OF TRANSPORTATION  
AND THE  
CITY OF CASPER

Storm Water Education for the  
Urbanized Areas in the City of Casper,  
Natrona County

1. Parties. This Memorandum of Understanding (MOU) is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the City of Casper (City) whose address is 200 N. David, Casper, Wyoming 82601.
2. Purpose. The purpose of this MOU is to establish the responsibilities and funding requirements between the two parties for the Storm Water Management Plan (Plan) located in the urbanized areas in the City of Casper as shown on the attached location map, marked as Exhibit "A". This Plan includes Best Management Practices (BMPs) and measurable goals for six minimum measures, one of which is Public Education and Outreach (Attachment "A").
3. Term of the MOU. This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days' written notice, which notice shall be delivered by hand or by certified mail. WYDOT will be responsible for 6.5 percent of the actual cost of the Plan up to the time the MOU is terminated.
4. Payment. The above-mentioned parties agree that WYDOT will pay 6.5 percent or up to a total of Two Thousand One Hundred Twelve Dollars (\$2,112) for actual costs on the above-mentioned Plan. The estimated cost for this Public Education and Outreach Program is Thirty-Two Thousand Seven Hundred Thirty-One Dollars (\$32,731). Funding for this project for WYDOT will come out of WYDOT's District Two Maintenance Budget. The City will invoice WYDOT for 6.5 percent of the actual costs. The total payment under this MOU shall not exceed Two Thousand One Hundred Twelve Dollars (\$2,112) annually. Payment shall be made when services are complete.
5. Responsibilities of WYDOT. WYDOT will provide funding for 6.5 percent of the actual costs of the Plan.
6. Responsibilities of the City.
  - a. The City shall assist WYDOT with its portion of the public education and outreach

services to implement obligations established in the Plan, which involves planning, design, and execution of public education and outreach services, as well as evaluation thereof for continuance.

- b. The City shall program the necessary staff and resources to carry out said public education and outreach services.
- c. The City shall provide services for the Plan as an independent contractor and not as an employee for WYDOT.
- d. The Storm Water Public Education Funding Agreement Detailed Cost Analysis is marked as Attachment "A", and is hereby made a part of this MOU.

7. General Provisions:

- a. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- b. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- c. **Availability of Funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. WYDOT will be responsible for 6.5 percent of the actual costs of the plan up to the time the MOU is terminated. This provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.
- d. **Entirety of this MOU.** This MOU, consisting of four pages; Exhibit "A", consisting of one page; and Attachment "A", consisting of two pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- e. **Indemnification.** The City shall indemnify, defend and hold harmless the State of Wyoming, WYDOT, and their officers, agents, employees, successors and assignees

from any and all claims, lawsuits, losses and liability arising out of the City's failure to perform any of the City's duties and obligations hereunder or in connection with the negligent performance of the City's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of the City's malpractice.

- f. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- g. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- h. **Sovereign Immunity.** The State of Wyoming and WYDOT do not waive sovereign immunity by entering into this MOU and the City does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-101, et seq., and all other state law. Designations of venue, choice of law, enforcement actions and similar provisions should not be construed as a waiver of sovereign immunity.
- i. **Ambiguities.** The parties agree that any ambiguity in this MOU 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.
- j. **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 MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

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



8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

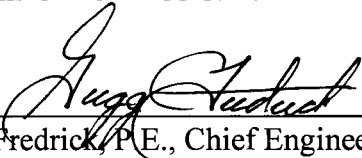
The effective date of this MOU is the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, below.

CITY OF CASPER:

\_\_\_\_\_  
Ray Pacheco, Mayor

\_\_\_\_\_  
Date


WYOMING DEPARTMENT OF TRANSPORTATION:

  
\_\_\_\_\_  
Greg Fredrick, P.E., Chief Engineer

6/15/18  
\_\_\_\_\_  
Date

Approved as to form:

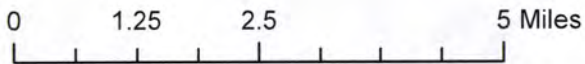
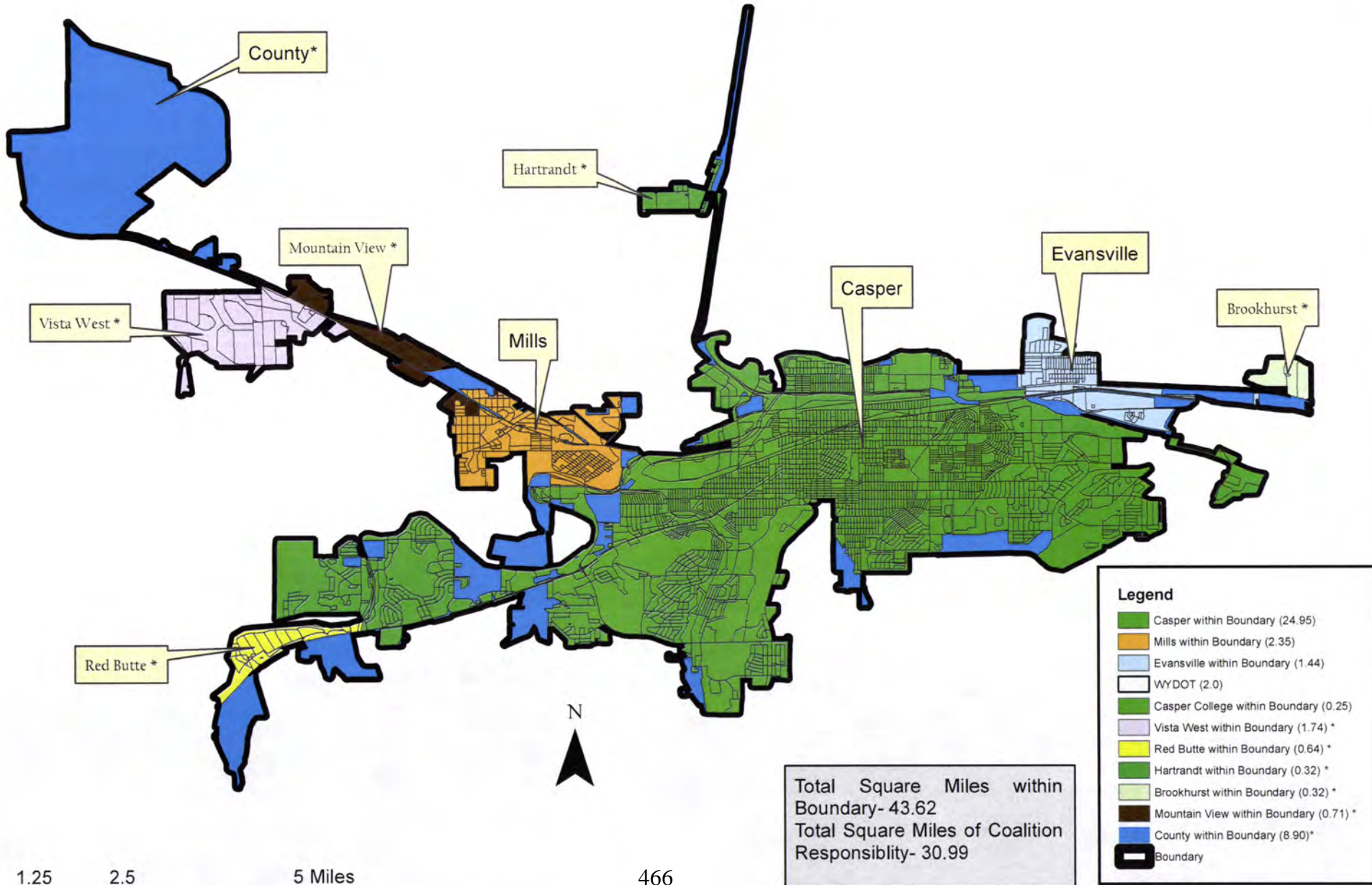
  
\_\_\_\_\_  
Attorney for City of Casper

  
\_\_\_\_\_  
Assistant Attorney General  
State of Wyoming

Date prepared: 03-30-18

# Exhibit "A"

## Casper Urbanized Area Based on the 2010 Census- MS4 Coalition



**Attachment A**  
**Stormwater Public Education and Outreach Funding Agreement**

<b>Public Education and Outreach 2018</b>			
<b>BMP</b>	<b>Cost</b>	<b>Measurable Goal</b>	<b>Schedule of Implementation</b>
Newspaper ads and articles	\$3,000	# of media impressions	Throughout year with campaign
Radio advertisement	\$4,000	# of PSAs	Coincide with Inserts
Tri-fold Brochures	\$0	# of media impressions	Distribute throughout the year
Conservation Book	\$0	# of media impressions	Distribute throughout the year
Billboards	\$3,600	# of media impressions	Throughout the year with campaign
Central Wyoming Fair & Rodeo litter free parade effort	Staff	# of attendees	July
Maintain stormwater Web site	Staff	# of visits	Update continuously
Provide contractor education	Staff	number of events held	Workshops and tailgate training to be conducted, dates to be determined with distribution of educational materials
Television news stories	Staff	# of news story	Throughout the year
Non Traditional Media (Social media, online ads, etc.)	\$2,000	# of impressions/ views	Throughout year with campaign
Explore opportunities to promote storm water education and non point source pollution in other city publications such as: Keep Casper Beautiful, Refuse and Collections, Annual Water Report	Staff	number of publications and number distributed	Throughout the year
Promote area recycling services and hazardous waste facility	Staff	# of tons of recycling and # of customers	Throughout the year
Promotional Enhancements and additional opportunities (examples: poop bag holders, trail interpretive boards, interactive displays, etc.)	\$3,000	# distributed	Throughout year with campaign
<b>Cost of Public Education Materials</b>	<b>\$ 15,600</b>		
<b>Staff</b>	<b>\$ 17,131</b>		
<b>Total Cost of Public Education &amp; Outreach</b>	<b>\$32,731</b>		

**Attachment A**  
Stormwater Public Education and Outreach Funding Agreement

**Funding Agreement 2018**  
**Detailed Cost Analysis**

The cost of the Public Education program is based on the percentage of area identified by the Wyoming Department of Environmental Quality.

<b>Entity</b>	<b>% Area *</b>	<b>% of Cost</b>
City of Casper	80.5%	\$ 26,352
Wyoming DOT	6.5 %	\$ 2,112
Mills	7.6 %	\$ 2,482
Evansville	4.6 %	\$ 1,521
Casper College	0.8 %	\$ 264
<b>Total</b>	<b>100 %</b>	<b>\$ 32,731</b>

\* Determination of area created by GIS mapping using the 2010 Census urbanized area and the jurisdiction boundaries.

RESOLUTION NO. 18-174

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CASPER AND WYOMING DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Storm Water Management Plan includes Best Management Practices (BMPs) and measurable goals for six minimum measures, one of which is Public Education and Outreach, and;

WHEREAS, the City of Casper currently implements BMPs in the urbanized area, and;

WHEREAS, the City of Casper desires to assist the Wyoming Department of Transportation with its portion of the public education and outreach services to implement obligations established in the Stormwater Management Plan, and;

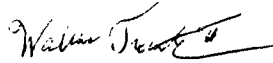
WHEREAS, the City of Casper will provide the necessary staff and resources to carry out said public education and outreach services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Memorandum of Understanding funding agreement for stormwater education between the City of Casper and Wyoming Department of Transportation is hereby approved.

BE IT FURTHER RESOLVED: That the City Manager, the Public Services Director for the City of Casper, or their designee, 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 the Memorandum of Understanding.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 25, 2018

MEMO TO: Carter Napier, City Manager *cn*  
FROM: Keith McPheeters, Chief of Police *KMP 307*  
SUBJECT: Acceptance of the Edward Byrne Memorial Bureau of Justice Assistance Grant (JAG) Agreement for FY18

Meeting Type and Date:

Regular Council Meeting August 7, 2018

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize acceptance of a grant from the Edward Byrne Memorial Justice Assistance Grant (JAG), from the Department of Justice, Bureau of Justice Assistance (BJA), Office of Justice Programs, in the amount of Twenty Nine Thousand, Five Hundred and Sixty Two Dollars (\$29,562); to be shared with Natrona County (City receives \$18,655.31 and Natrona County receives \$10,404.99).

Summary:

The Casper Police Department and Natrona County have been notified that the Edward Byrne Memorial Justice Assistance Grant (JAG), from the Department of Justice, Bureau of Justice Assistance (BJA), Office of Justice Programs desires, to award the City of Casper and Natrona County a grant, in the amount of \$29,562. Monies shall be used for miscellaneous equipment and other services covered by the grant.

This grant is for the time period beginning upon the receipt of the grant in the year 2018, and shall terminate thirty six (36) months from the date of the Memorandum of Understanding or when the funds have been expended. Funding will come from the Department of Justice as outlined in the Memorandum of Understanding.

Financial Considerations:

The City will receive \$18,655.31 from this grant and there is no match requirement of the City of Casper for acceptance of this Grant.

Oversight/Project Responsibility:

Keith McPheeters, Chief of Police; Jeremy Tremel, Lieutenant; and Vicky Macy, Budget Specialist.

Attachments:

MOU

Resolution

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as “Casper” and Natrona County, Wyoming, 200 North Center Street, Casper, Wyoming 82601, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, Casper and County desire to share the FY 2018 Edward Byrne Memorial Justice Assistance Grant (JAG), The Casper Police Department will receive Eighteen Thousand, Six Hundred Fifty Five Dollars and Thirty-One Cents (\$18,655.31) and Natrona County will receive Ten Thousand, Four Hundred Four Dollars and Ninety-Nine Cents (\$10,404.99).

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

1. SCOPE OF SERVICES:

This is an exclusive agreement between Casper and County. Casper shall serve as the applicant/fiscal services agent in all matters relating to the funds.

2. TIME OF PERFORMANCE:

The services of Casper shall begin immediately, and shall terminate thirty-six (36) months from the date of this Memorandum of Understanding, or when the funds have been expended, unless either party wishes to terminate said agreement, as provided in paragraph five below.

3. METHOD OF PURCHASE:

Purchases made with said funds shall be made by Casper. Casper will be the fiscal agent for County. Products or services ordered by County shall be invoiced to the City of Casper.

4. TERMINATION:

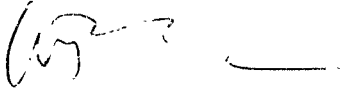
Casper may terminate this agreement, provided however, that Casper shall notify County, in writing of any such intention to terminate thirty (30) days before the effective date of the termination. County may terminate, without declaring a default, by also providing notice to Casper thirty (30) days before intended termination.

5. EXTENT OF AGREEMENT:

This Memorandum of Understanding represents the entire and integrated agreement between Casper and County, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Memorandum of Understanding may be amended only by written instrument signed by Casper and County.

IN WITNESS WHEREOF, Casper and County have executed this Memorandum of Understanding as of the date first above written.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur D. Tremel  
City Clerk

---

Ray Pacheco  
Mayor

ATTEST:

NATRONA COUNTY WYOMING

---

Renea Vitto  
County Clerk

---

John Lawson, Chairman  
Natrona County Commissioners



RESOLUTION NO. 18-175

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH NATRONA COUNTY REGARDING THE DISTRIBUTION OF BUREAU OF JUSTICE ASSISTANCE GRANT (JAG) FUNDS

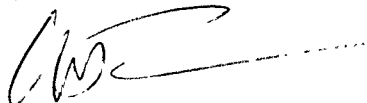
WHEREAS, the City of Casper and Natrona County, Wyoming have been approved for a Justice Assistance Grant and,

WHEREAS, the City of Casper and Natrona County, Wyoming desire to enter into a Memorandum of Understanding concerning the expenditures of these funds.

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 Memorandum of Understanding with Natrona County, Wyoming, for the administration of a Bureau of Justice Assistance Grant, in the amount of Twenty Nine Thousand, Five Hundred Sixty Two Dollars (\$29,562.00). The Casper Police Department will receive Eighteen Thousand, Six Hundred Fifty Five Dollars and Thirty-One Cents (\$18,655.31) and Natrona County will receive Ten Thousand, Four Hundred Four Dollars and Ninety-Nine Cents (\$10,404.99).

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 12, 2018

**MEMO TO:** J. Carter Napier, City Manager   
**FROM:** Tim Cortez, Parks and Recreation Director  
Dan Coryell, Parks Manager  
**SUBJECT:** Enter Into A Lease Agreement With The Casper Junior Football League For The Use Of Crossroads Complex Fields 1, 2, and 3

Meeting Type & Date  
Regular Council Meeting  
August 7, 2018

Action type  
Resolution

Recommendation  
That Council, by resolution, authorize a Lease Agreement between the City of Casper and the Casper Junior Football League for the use of Crossroads Complex Fields 1, 2, and 3

Summary  
Casper Junior Football League is a tackle football program for children ranging from grades 1 through 4. This program then feeds into Midget Football which starts at grade 5. This will be the third year of operation for the Casper Junior Football League.

For the first two years, Casper Junior Football League practiced and played all games at Mike Sedar Park. The group would reserve the location and pay the permit fee for usage. The number of participants has more than doubled over the past two years and they are expecting 200+ children to join this fall. These numbers are requiring them to lease fields 1, 2, and 3 at the Crossroads Complex to host games and to accommodate that amount of participants and spectators.

Per the lease, fields 1, 2, and 3 at the Crossroads Complex will be allowed for use by the Casper Junior Football League on Wednesdays, Thursdays, and Fridays only. Mondays and Tuesdays are left available for the recreational fall softball league to play. The lease will be for one (1) three (3) month period with the option to renew yearly for three (3) additional terms.

A fee of \$5.00 per player will be assessed for the reimbursement costs associated with maintenance services at the complex. All light/electricity usage will be monitored and billed to the Casper Junior Football League at the end of their season as well. These fees are the same as other lease agreements held by youth activity groups.

Financial Considerations  
A fee \$5.00 per player  
Casper Junior Football will also pay for electricity charges used at the leased premises.

Oversight/Project Responsibility  
Dan Coryell, Parks Manager

Attachments  
Resolution  
Lease Agreement

## LEASE AGREEMENT

THIS LEASE, entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Casper, Wyoming, a Wyoming municipal corporation, referred to hereinafter as "Lessor," and Casper Junior Football League, referred to as "Lessee".

IN CONSIDERATION of the lease, covenants, and conditions herein contained, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

- A. The Lessor hereby agrees to lease, and Lessee hereby leases from Lessor, for the term hereafter provided, and any renewals thereof, the property known as Crossroads Complex, Field(s) 1, 2, and 3 on Wednesdays, Thursdays, and Fridays as set forth in Exhibit "A", which is attached hereto and made a part of this Lease. Crossroads Complex, Field(s) 1, 2, and 3 shall hereinafter be referred to as the "leased premises".
- B. The "leased premises" are leased to Lessee "AS IS WITH ALL FAULT", WITHOUT WARRANTY, and EXPRESSED OR IMPLIED. LESSEE AGREES AND UNDERSTANDS THAT LESSOR MAKES NO WARRANTY THAT THE PROPERTY BEING LEASED HEREBY IS FIT FOR ANY PARTICULAR PURPOSE, AND THE LESSOR DISCLAIMS ANY SUCH WARRANTY.

2. LEASE TERM:

The term of this lease shall be for a period of one (1) three month period, every Wednesday, Thursday, and Friday of that period, commencing on the 7th day of August, 2018, to and including the 31<sup>st</sup> day of October, 2018. Provided, however, that Lessee shall have the option to renew the Lease for three (3) additional three (3) month terms, for the next three (3) consecutive years, each under the same terms and conditions as herein set forth, by giving the Lessor at least sixty (60) days written notice of his intent to exercise each option prior to the end of the lease term or any renewal thereof. Notwithstanding such option, Lessor shall have the right, within thirty (30) days after receiving the notice from the Lessee, to give Lessee written notice that the Lessor rejects such renewal and in such event, this lease shall terminate at the end of the lease term, or any renewals thereof, in which such notice was given.

3. LEASE FEES:

- A. Lessee shall pay to the Lessor annually as reimbursement for the costs of providing maintenance services for the Complex, the sum of Five Dollars (\$5.00) per player, said amount payable in advance to Lessor at the Recreation Center located at, 1801 E 4<sup>th</sup> Street , Casper, Wyoming, by September 15 of each year.

In the event Lessee shall fail to make any payment called for within fifteen (15) days after the same shall fall due, then Lessor may terminate this Lease by giving Lessee written notice of such termination; or, in the event the Lessee fails to perform any other obligations called for herein on his part to be performed, and upon notice duly given of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency within fifteen (15) days after such notice, then Lessor may, by written notice to Lessee, terminate this Lease Agreement, effective upon proper delivery or mailing of said written termination notice by Lessor.

- B. Upon such termination, Lessor shall be entitled to possession of the leased premises and all permanent improvements therein made by Lessee without any further notice or demand, and Lessee shall peacefully surrender the leased premises and all other permanent improvements therein made by Lessee. If Lessee shall refuse to surrender and deliver upon the possession of the premises, then Lessor without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefor, and without prejudice to any remedy allowed by law or equity.

4. LAWS AND REGULATIONS:

Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon Lessee with respect to the real property and fixed assets. Lessee shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this lease, or for making of repairs, additions, alterations, or improvements.

5. INDEMNIFICATION AND INSURANCE:

- A. This Agreement is made upon the expressed condition that the Lessor shall be free from all liabilities and claims for damages and/or lawsuits for, or by reason of, any injury or injuries, to any person or property of any kind whatsoever, from any cause or causes whatsoever, while in or upon the leased premises or any part thereof, or occasioned by any occupancy or use of said premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor. Lessee agrees that it will protect, indemnify, and hold harmless the Lessor from all injuries, liabilities, costs, losses, expenses, suits, claims, and damages however occurring. Lessee further agrees to defend the Lessor, in any actions filed in court which arise from said injuries, liabilities, costs, losses, expenses, claims, and damages in the event the Lessor is named as a defendant in said court action.
- B. Lessee agrees to hold Lessor harmless and defend Lessor in any and all suits, claims, demands, or actions arising from or relating to the use of the property by Lessee. Except as otherwise provided, Lessee agrees to procure and maintain public liability and property damage insurance in amounts not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for any claimant for any number of claims arising out of a single transaction or occurrence, Five Hundred Thousand Dollars

(\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence, and Fifty Thousand Dollars (\$50,000.00) for any property damage. All policies shall provide that they are primary coverage without any right of contribution from any other insurance policy or other sources of the Lessor, and that they will not be canceled without thirty (30) days prior written notice to Lessor. The intent of this lease section is to insure that sufficient funds are available to fully insure Lessor for the full amounts of its potential liability under the Wyoming Governmental Claims Act, W.S. § 1-39-101, et seq. If the limits set forth in said Statute are altered, Lessee shall procure insurance to provide Lessor with full coverage according to said altered limits. The full limits of insurance required by this contract section shall be available to indemnify Lessor, if necessary, for any liability incurred by Lessor due to Lessee's use and occupancy of the leased premises. It is the intent of the parties that Lessor does not waive any immunity or limitation of its liability which is afforded by the Wyoming Governmental Claims Act, as further described in paragraph 21.

- C. Lessee hereby agrees to provide Lessor with copies of said insurance policies along with appropriate certificates of insurance prior to the Lessee using the premises rented hereby for the uses specified in this lease.
- D. The parties hereto agree and understand that the insurance coverage as provided and set forth above is a material provision of this Lease. Lessor shall have the unequivocal right to terminate and cancel this lease if the insurance provided for herein is not procured by Lessee, or is otherwise terminated or cancelled by the insurer thereof.

6. ANNUAL OPERATIONS PLAN/RULES:

- A. The Lessee, prior to the execution of this Lease and any renewals of this Lease, shall submit an Annual Operations Plan to the City Council or their designee. The plan shall specify months, days, and hours of operation for those months, the responsible organizational contact(s), and the contact's telephone number(s) during which the subject property shall be available to the public for related property use activities. The plan shall pertain to the time period of the lease, in the event the City Council or its designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved. In the event of disapproval, the Lessee shall have thirty (30) days from disapproval to submit an acceptable plan. Lessee shall submit to the Lessor the rules and regulations governing the use of the facility.
- B. It is recognized that the Lessee may, during the lease term, conduct fund raising activities, including raffles, sale and lease of advertising upon the property or otherwise, the sale of personal property such as t-shirts, other clothing, and the like. All of the revenues generated from such activities are the sole and exclusive property of the Lessee. Lessee may not sell food and beverage items unless authorized by the Lessor in a separate permit or a separate lease agreement.

7. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees, organizational members, or participants to violate any of the terms and conditions of this Lease, nor to violate any law, rule, or regulation of the Lessor with respect to the leased premises.

8. MAINTENANCE, ADVERTISING, AND UTILITIES:

- A. Lessee shall, during the term of this Lease, keep the leased premises in good order and repair commensurate with the operation of the Lessee's intended use of those premises and facilities, and as necessary to adequately protect spectators, guests, invitees, and participants, and shall at his sole cost and expense, supply paint for field lining and make any repairs necessary to the leased premises for these purposes. Lessor shall, during the term of this Lease, provide services commensurate with the lease fee identified in Section 3. Those services are related to normal turf and related ground maintenance, and include irrigation system repairs, mowing, trimming, litter collection, garbage pickup, fertilizations, aerifications, over seedings, roadway repairs and parking lot repairs.
- B. Services in addition to the normal maintenance referred to above shall be the responsibility of the Lessee, including field preparations. Lessee will also be responsible for paying Lessor for additional services needed for special events or tournaments which are beyond normal League play, including extra mowing, additional portable restroom service and additional trash removal service. Fees for additional services shall be in accordance with the Resolution establishing fees for the use of parks, athletic fields, and tennis courts.
- C. Lessor shall, pay as and when due all charges for water, sewer services, and natural gas. Lessee shall pay as and when due 100% of the electrical charges that are accrued during the days of use by the Lessee for outfield light usage at Crossroads Complex Field(s) 1, 2, and 3 from August 7 through October 31 of each year on this lease.

9. RIGHT TO ENTRY:

The Lessor reserves the right of ingress and egress to and from all areas of the leased property, and across any of the lands herein leased for the purpose of maintenance, public safety, and inspection purposes provided it does not interfere with intended use.

10. ADDITIONAL FACILITIES OR FIXTURES:

- A. The Lessee, at its sole cost, risk, and expense, may construct both temporary and permanent facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements, and such other requirements as may be prescribed by the Lessor.

- B. The plans and specifications for any additional temporary and permanent facilities and fixtures shall first be submitted to the City's authorized representative for his approval in accordance with existing codes, prior to the construction. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The City Council or its designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the leased premises, after the approval of the constructions codes by the City's authorized representative.
- C. Lessee may, upon termination of the Lease Agreement, remove all facilities or fixtures which it constructed and which are of a temporary nature, but must restore property and/or premises to conditions as they were prior to installation of the removed improvements. Any permanent facility or fixture shall be considered the property of the Lessor.
- D. The Lessor reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the City Council or its designated representative.

11. CANCELLATION:

The Lessor has the right to cancel this lease for cause by giving not less than thirty (30) days written notice to the Lessee of such cancellation. Both parties agree that any breach of any term of this Lease Agreement shall constitute cause for cancellation.

12. USE:

- A. The demised premises are leased to Lessee for the purpose of conducting Football Activities. Such Football Activities and related activities shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to possession, use, or maintenance of the property. Leased premises are for game use only, Casper Junior Football League practices are to be held at Mike Sedar Soccer Field, subject to availability, and will need to be scheduled and permitted through the Recreation Center at no additional charge.
- B. The Lessee shall promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, and municipal government, and of any and all of their departments and bureaus applicable to said premises for the correction, prevention, or abatement of nuisances or other grievances in, upon, or connected with said premises during the term.

13. ENVIRONMENTAL COMPLIANCE:

- A. Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall

obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

- B. Lessee shall comply with all reporting requirements of 42 U.S.C. 1101 *et seq.* (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations, including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.
- C. Lessee shall immediately advise Lessor, in writing, of any of: 1) any and all governmental agencies' regulatory proceedings, or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; 2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, 3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.
- D. Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations which had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.
- E. Lessor shall have the right to join and participate in, as a party, if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, volunteers, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of, or attributable to, the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property, including without limitations:



1. All foreseeable and unforeseeable consequential damages;
2. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
3. All reasonable costs and expenses incurred by Lessor in connection with clauses (1) and (2) including, without limitation, reasonable attorney's fees.

14. RULES AND REGULATIONS:

Lessee agrees to abide by, and conform to, any and all applicable ordinances, codes, rules, and regulations of the Lessor.

Lessee shall enforce safety rules as set forth by Lessor.

15. NOTICES:

All written notices or demands, which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties as following stated address or such subsequent address as may be designated by either party in writing:

Lessor: City Manager  
City of Casper  
200 North David  
Casper, Wyoming 82601

Lessee: Casper Junior Football League  
PO Box 326  
Mills, Wyoming 82644

16. TAXES AND ASSESSMENTS:

Lessee agrees to pay to the Natrona County Treasurer, on behalf of the Lessor, any and all taxes and assessments which may be assessed against the property, upon reasonable notice by the Lessor, as to the amount due and owing.

17. LESSEE'S RIGHT OF INSPECTION:

Lessee has fully inspected and acknowledges that the property is in good condition and repair and that the Lessee is satisfied with and has accepted the property.

18. OPERATIONS:

Lessee shall have the right to solicit offerings and contributions from spectators and charge admission for Lessee-sponsored events. The details of its plan for same shall be submitted by the Lessee as part of the Operations Plan and at such other times as may be convenient for the parties. Lessee shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an annual financial report to the Lessor within thirty (30) days of the close of the lease term as part of the Operations Plan.

19. MISCELLANEOUS CONDITIONS:

- A. Lessor further stipulates that Lessee, upon complying with the terms and conditions of this Lease, shall have and hold and peacefully and quietly enjoy the leased premises during the term hereof.
- B. Lessee agrees that it shall not discriminate against any individual or group, and no membership in any organization is necessary to enable the general public or private or professional groups to use the property for its intended purpose upon the payment of such fees as are prescribed by Lessee, and provided they comply with Lessee's established rules and regulations, all of which shall have been specified in the Lessee's Operations Plan.
- C. No assignment of this Lease or any interest therein and no sublease for any purpose other than that herein described in paragraph 8, shall be made or granted by Lessee without the prior written consent of the Lessor. Any assignment or sublease in violation of this paragraph is void.
- D. Lessee agrees to promptly pay, as they become due, all claims, debts, and charges which it may incur as a result of its use of the demised premises, and shall allow no liens to be placed against the demised property.

20. MISCELLANEOUS COVENANTS:

- A. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The Lessee shall not assign this Agreement or otherwise subcontract its duties and responsibilities, as set forth in this Agreement, without the prior written consent of the City.
- B. Waiver. Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waive of relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- C. Severability. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were part of this Agreement.

- D. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- E. Survival. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment completion and acceptance of the services and termination of completion of the Agreement.
- F. Copies. This Agreement may be executed in more than one copy; each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- G. Authority. Each individual executing this Agreement for and on behalf of their principals hereby states that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Lessee further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- H. Governing Law and Venue. This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court or competent jurisdiction situated in Natrona County, Wyoming.

21. WYOMING GOVERNMENTAL CLAIMS ACT:

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

23. COMPLETE AGREEMENT:

This Agreement shall constitute the entire understanding and Agreement of the parties, and supersedes prior negotiations, discussions or understandings.

24. AMENDMENT:

No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

Fleur D. Tremel  
City Clerk

LESSOR:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

Ray Pacheco  
Mayor

WITNESS:

Christa K. Wiggs

Printed Name: Christa K. Wiggs

Title: Assistant City Clerk

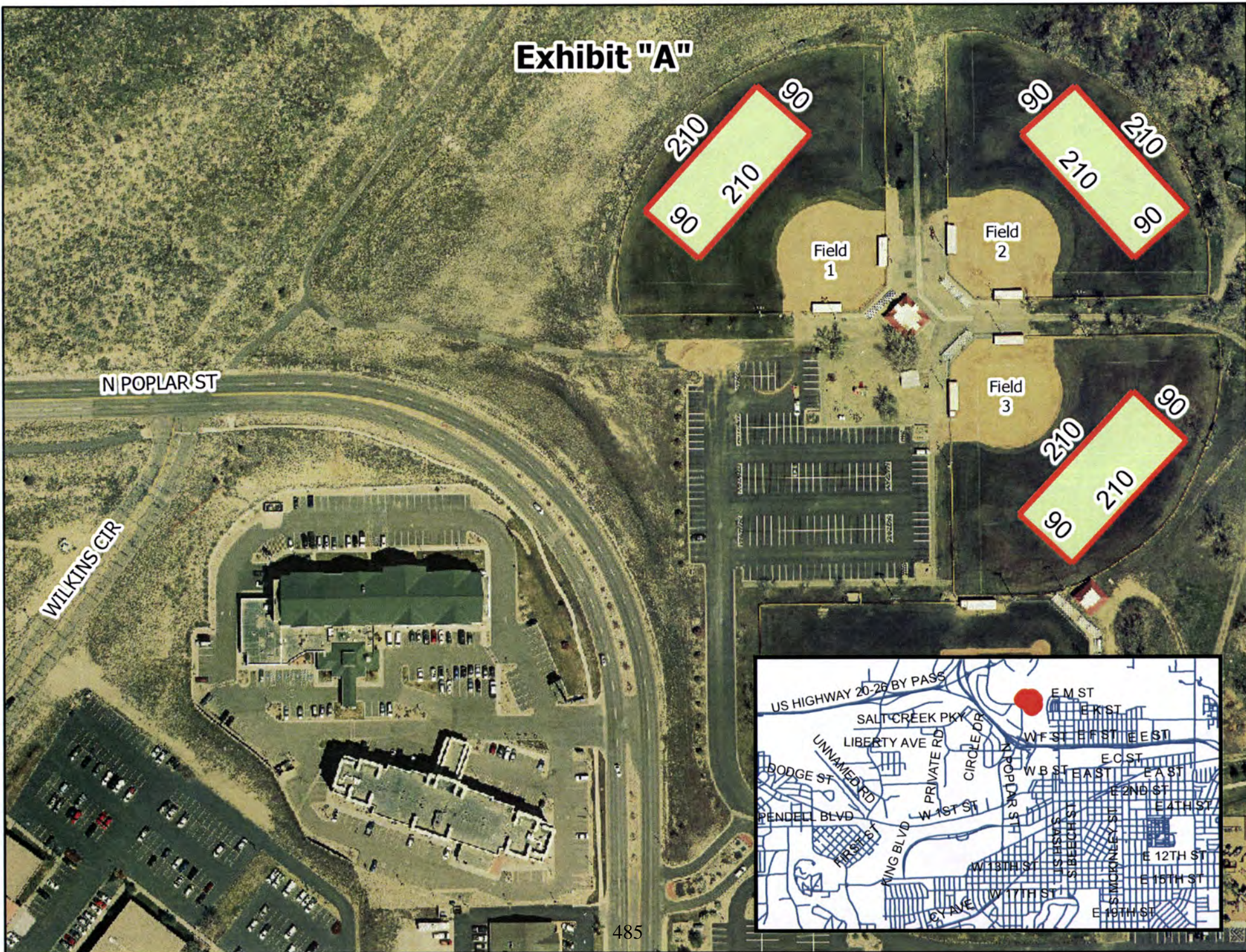
LESSEE:

Cory Brooks

Cory Brooks  
President



# Exhibit "A"



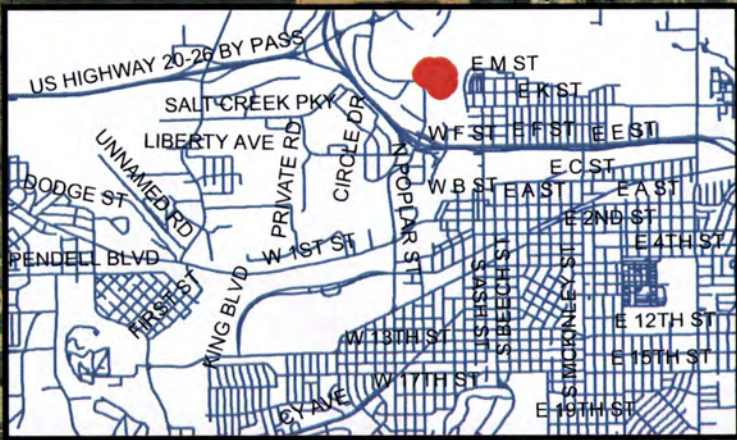
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Field 3





RESOLUTION NO.18-176

A RESOLUTION AUTHORIZING A LEASE BETWEEN THE CITY OF CASPER AND THE CASPER JUNIOR FOOTBALL LEAGUE FOR THE USE OF FIELDS 1, 2, AND 3 AT THE CROSSROADS COMPLEX.

WHEREAS, the City is the owner of Crossroads Complex Fields 1, 2, and 3; and

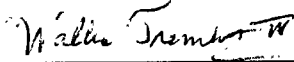
WHEREAS, Casper Junior Football League operates a football program for youth, and desires to utilize City-owned facilities for said program; and

WHEREAS, the City of Casper and the Casper Junior Football League have agreed to the terms and conditions of a lease agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement between the City of Casper and Casper Junior Football League, for the use of Fields 1, 2, and 3 at the Crossroads Complex.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 31, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Bruce Martin, Acting Public Services Director *BM*  
Cynthia Langston, Solid Waste Manager  
Scott Baxter, Associate Engineer  
Jolene Martinez, Assistant to the City Manager

SUBJECT: Authorizing a Contract for Professional Services with Golder Associates, Inc. in the amount of \$112,550 to provide environmental consulting for construction of the First Street Reach of the North Platte River Restoration Project, Project No. 12-51

Meeting Type & Date:

Regular Council Meeting  
August 7, 2018

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with Golder Associates, Inc. (Golder) in an amount not to exceed \$112,550, to provide environmental consulting services for construction of the First Street Reach of the North Platte River Restoration Project, Project No. 12-51.

Summary:

The North Platte River restoration project began in 2007 and has since rehabilitated approximately 1.5 miles of the North Platte River channel from Morad Park to the Central Wyoming Regional Water Treatment Plant. The North Platte River is one of the most important and utilized rivers in the State of Wyoming, and the restoration of this river is identified as one of Governor Mead's Water and Watershed Restoration Initiatives (Wyoming Water Strategy, 2015). The City of Casper (the City) is dedicated to completing the channel rehabilitation efforts on the North Platte River within the City limits.

River restoration through Casper comes with site specific challenges. Currently, the Platte River Revival Advisory Committee is working on river construction for the First Street Reach. The First Street Reach of the North Platte River is located between Poplar Street Bridge and the Railroad Bridge which bisects a former oil refinery owned by BP Products North America, Inc. (BP). Despite reclamation efforts, hydrocarbon and metals contamination from the former BP refinery operations have been identified in the soils and groundwater around the closed facility. The City recognizes the risk of mobilizing and releasing contaminants during construction of the North Platte River Restoration project adjacent to the former refinery and proactively developed a Request for Proposal (RFP) requesting a cost and scope of work to conduct a comprehensive study of the potential contaminants, identify the risk of release, develop a contaminant management and

monitoring plan to be used during construction to reduce the potential environmental impacts of contaminant release, prepare required construction permits, and perform environmental construction oversight.

The City provided the RFP to three environmental consulting firms and two of the three firms chose not to respond to the RFP due to conflicts of interest with their BP clients. Golder has the expertise to provide the needed responsiveness to develop the contaminant management and monitoring plan, acquire construction permits, and perform environmental consulting oversight to meet a construction schedule for the fall of 2019. It is critical to award a construction contract in 2019 so that momentum for restoring the river and critical grant monies (\$2 million) from the Wyoming Wildlife and Natural Resource Trust are not lost.

Staff recommends awarding Golder Associates, Inc. a professional services contract to provide environmental consulting for the construction of the First Street Reach of the North Platte River Restoration Project in an amount of \$112,550.

#### Financial Considerations

Project funding is from private funds from the North Platte River Foundation.

#### Oversight/Project Responsibility

Scott Baxter/Oversight, Jolene Martinez/Project Responsibility

#### Attachments

Resolution

Contract for Professional Services

Exhibit A, Scope of Work

Exhibit B, Cost Table

Exhibit C, First Street Reach River Restoration Modified Conceptual Design



# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the following parties:

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

2. Golder Associates, Inc., 44 Union Boulevard, Suite 300, Lakewood, Colorado 80228 (“Consultant”).

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

### RECITALS

A. The City is undertaking a project to provide environmental support for construction of the First Street Reach of the North Platte River Restoration project, Project No. 12-51.

B. The project requires professional services for performing a comprehensive study of the potential contaminants, identifying the risk of contaminant release, developing a contaminant management and monitoring plan during construction to reduce the potential environmental impacts of contaminant release, obtaining construction permits, and providing environmental oversight services during the construction of the First Street Reach of the North Platte River Restoration project.

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

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

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

1. SCOPE OF SERVICES:

The Consultant shall perform the services in connection with and respecting the project as described in Exhibit A, Golder Scope of Work; Exhibit B, Golder Cost Table; and Exhibit C, N. Platte First Street Design. Exhibits A, B, and C are attached hereto and are hereby made a part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 31st day of January 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Twelve Thousand Five Hundred Fifty and 00/100 Dollars (\$112,550.00), as set forth on Exhibit B.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Walter Trent

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESS

CONSULTANT  
Golder Associates, Inc.

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

By: Mark McQuinn

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

Printed Name: Mark McQuinn

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

Title: Principal

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.



- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



July 31, 2018

Golder Proposal No. P18104059  
City of Casper Project 12-051**Ms. Cindie Langston**Public Services Department  
City of Casper  
200 N. David  
Casper, WY 82601**GOLDER PROPOSAL TO PROVIDE ENVIRONMENTAL CONSULTING SUPPORT FOR THE FIRST STREET REACH OF THE NORTH PLATTE RIVER RESTORATION PROJECT, CASPER, WYOMING**

Dear Cindie:

This letter constitutes Golder Associates Inc. (Golder) proposal to assist the City of Casper (City) on the subject project by providing environmental consulting services. Our proposal consists of a brief introduction, proposed scope of work and estimated costs. We understand, because of the multiple parties involved in this important and sensitive project that requests for additional environmental services may be forthcoming as the project moves forward. Our scope of work and cost estimate, as presented below, represent our professional opinion as to what services would be appropriate to provide environmental support for the project in the permitting, design and construction phases. Accordingly, we are happy to revise the scope of work and resulting costs as the project unfolds to address any unforeseen needs to assist in making this important project successful.

**1.0 INTRODUCTION**

The North Platte River restoration project began in 2010 and has since rehabilitated approximately 1.5 miles of the North Platte River around Casper. The North Platte River is one of the most important and utilized rivers in the state and the restoration of this river has been identified as one of Governors Mead's Water and Watershed Restoration Initiatives (Wyoming Water Strategy, 2015). The City is dedicated to continue the rehabilitation efforts along the North Platte River.

River restoration through Casper comes with site specific challenges. The First Street Reach of the North Platte River is located between Poplar Street Bridge and the Railroad Bridge which bisects a former oil refinery owned by BP Products North America Inc. (BP). Despite reclamation efforts, hydrocarbon and metals contamination from the former BP refinery operations have been identified in the soils and groundwater around the closed facility. The City recognizes the risk of mobilizing and releasing contaminants during construction of the North Platte River Restoration project adjacent to the former refinery and has proactively requested a comprehensive study of the potential contaminants (desktop study), identification of the risk of release, and the development of a contaminant management plan and monitoring plan during construction to reduce the potential environmental impacts of contaminant release. The City has also requested support in the necessary permitting efforts for the project. Golder is pleased to provide this scope of work and cost estimate for the environmental and permitting services for the construction of the First Street Reach of the North Platte River Restoration project.

Golder located in Lander WY, will be the prime consultant on the project and lead the environmental monitoring tasks. Golder has teamed with Edge Engineering Group, LLC as a sub-consultant to assist with performing field work and assisting with project management.

## **2.0 SCOPE OF WORK**

The following tasks provide the framework to describe the proposed scope-of-work.

### **2.1 Task 1 – Data Review and Information**

Golder will compile available data to be used to identify the potential contaminants in the construction area and the likelihood of the contaminants being mobilized during construction. The following will be obtained and reviewed.

- Relevant Wyoming Department of Environmental Quality (WDEQ) monitoring records, permits, and agreements located within the project area including the Remedy Agreement
- Agreements with BP and the City regarding contaminant mitigation and reclamation
- Records of recent construction projects within the construction reach and on the recently constructed sections of the North Platte River Restoration Project including construction permit documents and environmental contaminant measures implemented during those construction projects
- Available water quality testing results from the monitoring wells and water treatment wells near the project area
- Available soil quality data from historical construction projects and testing by the EPA, BP and WDEQ

We will work with the City, and WDEQ to compile the available, relevant information within the study reach.

Golder expects a majority of the field surveys to have been conducted with the original design contract with Stantec Engineering (Stantec), and that all information related to that contract will be provided to us. Although not provided in the current scope of work in this proposal, Golder can conduct additional field surveys to verify prior study information as needed to ensure that the information in the studies are as accurate as possible if necessary to satisfy requirements from regulators.

### **Deliverables**

Golder will summarize the information obtained and a digital library of the resources will be provided to the City.

### **2.2 Task 2 – List of Potential Contaminants**

Based on the information obtained in Task 1 and the design drawings, Golder will develop a list of potential contaminants that may be released during construction. We will identify how the contaminant may be exposed, mobilized and transported during the construction activities. We will identify a likelihood of release (high, medium, low), and approximate locations along the reach with the highest risk.

## Deliverables

Golder will prepare a technical memorandum summarizing the results of the data review (Task 1) and provide the list of potential contaminants (Task 2). The memorandum will include a plan view map to help identify our understanding of the potential contaminant locations and high-risk areas for contaminant mobilization.

### 2.3 Task 3 – Contaminant Release Mitigation Plan

Golder will prepare a Contaminant Release Mitigation Plan (CRMP) using site specific information and industry best management practices. The plan will include the following:

#### Planning and Prevention

- Recommendations for in-stream construction methods to isolate the work area to the extent practicable
- Identify institutional controls to minimize exposure to contaminants during construction. This may include:
  - Excavation material handling and storage practices
  - Erosion and sediment control best management practices
  - In-stream construction means and methods to minimize disturbance to the extent practicable
  - Equipment requirements

#### Release Mitigation

- Identification of methods to monitor for contaminant release including soil and water testing requirements during and after construction and visual indicators of contaminants
- Contaminant Mitigation Plan may include use of the following:
  - Water booms and absorbent pads/socks
  - Containment barriers and cofferdams
  - Isolation of impacted waters using Skimmer pumps, holding tanks, and other mitigation practices
- Notification Responsibilities
- Clear identification of responsible parties and procedures in the event of a contaminant exposure or release

Any design changes derived from the process of developing the CRMP will be handled between the City and Stantec. Golder will assist the City and Stantec in the interpretation of the CRMP and how it may impact the design.

## Deliverables

The CRMP will be provided to the City. We will address one set of comments from the City and Wyoming Department of Environmental Quality (WDEQ) on the draft CRMP prior to producing the final document. The final CRMP will be included in the construction bid documentation and be used to obtain regulatory permits.

## 2.4 Task 4 – Permits

Golder will prepare and submit permit applications for construction and respond to comments from the following regulatory agencies:

- Task 4A: United States Army Corps of Engineers (USACE) 404 Permit
- Task 4B: WDEQ Construction permits and temporary turbidity variance applications (WDEQ), if required

### Deliverables

Golder will provide assistance obtaining permits as required. Attending up to three meetings with the appropriate stakeholders involved in permitting are budgeted.

## 2.5 Task 5 – Construction Environmental Oversight and Monitoring

Golder will provide part-time on-site environmental oversight and monitoring during the construction project. The monitoring requirements will likely be negotiated and agreed upon during the permitting process, but we anticipate the monitoring requirements to include the following:

### Pre-construction Inspection

- Attend the City's pre-bid and pre-construction meetings
- Assist government agency inspecting construction equipment prior to use in the river for construction
- Ensure the contractor has reviewed and understands the CRMP and has the necessary means to comply with the CRMP

### Construction Monitoring

- Conduct daily visual inspection of construction activity. The City will be notified if the construction activities do not comply with the CRMP and Golder will provide recommendations to the City to comply with the intent of the CRMP as needed.
- Conduct turbidity, hydrocarbons, and other contaminant testing at regular intervals as identified during the permitting process. We anticipate this to include daily turbidity testing and weekly hydrocarbon testing.
- Be on-site if a contaminant release is identified and provide guidance in mitigation efforts. Monitor and document efforts as outlined in the mitigation plan.

### Post-construction Inspections

- Conduct visual inspections twice a month and conduct a turbidity test and hydrocarbon test once a month for 8 months following the issuance of substantial completion.
- Golder anticipates that the project will be bid in the summer of 2019 and the notice to proceed will be issued in September 2019 with a substantial completion to be issued in January 2020. Eight months allows post-construction monitoring through seasonal high-water events.

## Deliverables

Golder will provide inspection reports and weekly updates to the City during construction. Golder will also provide all testing results on the weekly updates and provide recommendations based on test results. Cost provided is based on the general assumption of testing frequency outlined above, with the understanding that final testing methods and frequencies' may differ through the development of the mitigation plan and negotiations with stakeholders. If the final monitoring, or testing requirements differ once the project is issued to bid, Golder will evaluate the cost provided for this task and would request an amendment based on the final monitoring and remediation testing requirements as outlined.

### 2.6 Task 6 – Project Management and Meetings

This task covers the effort to administrate the project, track work efforts and deliverables, invoicing and providing progress updates to the City.

In addition to project administrative tasks, we budgeted several meetings to update the City on progress and negotiate the permits for the First Street Reach. These meetings are listed below.

- 1) Project kick off meeting with the City
- 2) Stakeholder information meeting – Meeting with the City and stakeholders to discuss the data review summary, potential contaminants in the construction area, and risk of contaminants being discharged in to the river. During this meeting, we will emphasize the importance of the North Platte River Restoration project and our intention to permit and construct the First Street Reach in the fall of 2019.
- 3) Permit review and negotiation
- 4) CRMP development and implementation

## Deliverables

The following deliverables will be provided under this task.

- Meeting agendas and meeting minutes

### 3.0 COST ESTIMATE

The proposed cost estimate to execute the scope-of-work outlined above is attached (Exhibit B). The cost estimate will be re-evaluated if changes to the scope-of-work are necessary and no additional out-of-scope will be conducted without approval from the City.

If you have any questions please do not hesitate to contact the undersigned.

Sincerely,

**Golder Associates Inc.**



Elizabeth Kidner, PE  
*Senior Project Manager*



Mark McClain, PE  
*Principal*

EK/MM/ds

Attachment: Exhibit A – Estimated Costs for North Platte River Restoration,  
First Street Reach, Environmental Support

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**EXHIBIT B**

**Estimated Costs for the North Platte  
River Restoration, First Street  
Reach, Environmental Support**

**Exhibit B - Estimated Costs for N. Platte River Restoration, First Street Reach, Environmental Support**  
 City of Casper Project Number 12-51  
 7/31/2018 -- Golder Associates

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULTIPLERS	SUBTOTAL	TOTAL
<b>Task 1: Compile Studies and Information Available on the Contamination in the Area</b>						
Project Director	2	HR	\$ 195 00	1 00	\$ 390 00	
Project Manager	4	HR	\$ 165 00	1 00	\$ 660 00	
Senior Environmental Engineer	40	HR	\$ 165 00	1 00	\$ 6,600 00	
Senior Hydrogeologist	8	HR	\$ 195 00	1 00	\$ 1,560 00	
Staff Engineer	8	HR	\$ 90 00	1 00	\$ 720 00	
Field Survey	0	LS	\$ -	1 00	\$ -	
Clerical	3	HR	\$ 80 00	1 00	\$ 240 00	
Office Service Fee (5% of Labor)					\$ 508 50	
					Subtotal	\$ 10,679
<b>Task 2: Develop List of Potential Contaminants that May Be Released During Construction &amp; Where the Release Would Occur</b>						
Project Director	2	HR	\$ 195 00	1 00	\$ 390 00	
Project Manager	8	HR	\$ 165 00	1 00	\$ 1,320 00	
Senior Environmental Engineer	25	HR	\$ 165 00	1 00	\$ 4,125 00	
Senior Hydrogeologist	50	HR	\$ 195 00	1 00	\$ 9,750 00	
Staff Engineer	8	HR	\$ 90 00	1 00	\$ 720 00	
Clerical	1	HR	\$ 80 00	1 00	\$ 80 00	
Office Service Fee (5% of Labor)					\$ 819 25	
					Subtotal	\$ 17,204
<b>Task 3: Develop and Oversee a Contamination Release Mitigation Plan</b>						
Project Director	4	HR	\$ 195 00	1 00	\$ 780 00	
Project Manager	8	HR	\$ 165 00	1 00	\$ 1,320 00	
Senior Environmental Engineer	40	HR	\$ 165 00	1 00	\$ 6,600 00	
Senior Hydrogeologist	70	HR	\$ 195 00	1 00	\$ 13,650 00	
Staff Engineer	25	HR	\$ 90 00	1 00	\$ 2,250 00	
Clerical	4	HR	\$ 80 00	1 00	\$ 320 00	
Office Service Fee (5% of Labor)					\$ 1,246 00	
					Subtotal	\$ 26,166
<b>Task 4A: Prepare, Submit &amp; Obtain Army Corp of Engineers Construction Permit</b>						
Project Director	1	HR	\$ 195 00	1 00	\$ 195 00	
Project Manager	4	HR	\$ 165 00	1 00	\$ 660 00	
Senior Environmental Engineer	40	HR	\$ 165 00	1 00	\$ 6,600 00	
Senior Hydrogeologist	16	HR	\$ 195 00	1 00	\$ 3,120 00	
Staff Engineer	24	HR	\$ 90 00	1 00	\$ 2,160 00	
Clerical	1	HR	\$ 80 00	1 00	\$ 80 00	
Office Service Fee (5% of Labor)					\$ 640 75	
					Subtotal	\$ 13,456
<b>Task 4B: Prepare, Submit &amp; Obtain WDEQ Turbidity Permit and Any Other Required Permits</b>						
Project Director	1	HR	\$ 195 00	1 00	\$ 195 00	
Project Manager	4	HR	\$ 165 00	1 00	\$ 660 00	
Senior Environmental Engineer	40	HR	\$ 165 00	1 00	\$ 6,600 00	
Senior Hydrogeologist	8	HR	\$ 195 00	1 00	\$ 1,560 00	
Staff Engineer	2	HR	\$ 90 00	1 00	\$ 180 00	
Clerical	2	HR	\$ 80 00	1 00	\$ 160 00	
Office Service Fee (5% of Labor)					\$ 458 00	
					Subtotal	\$ 9,813
<b>Task 5: Perform Construction Environmental Quality Assurance Oversight (Mitigation Plan and Permit Requirements)</b>						
Project Director	4	HR	\$ 195 00	1 00	\$ 780 00	
Project Manager	10	HR	\$ 165 00	1 00	\$ 1,650 00	
Senior Environmental Engineer	15	HR	\$ 165 00	1 00	\$ 2,475 00	
Senior Hydrogeologist	10	HR	\$ 195 00	1 00	\$ 1,950 00	
Staff Engineer	200	HR	\$ 90 00	1 00	\$ 18,000 00	
Hydrocarbon Test (Lab fees)	22	EA	\$ 250 00	1 00	\$ 5,500 00	
Clerical	10	HR	\$ 60 00	1 00	\$ 600 00	
Office Service Fee (5% of Labor)					\$ 1,547 75	
					Subtotal	\$ 32,503
<b>Task 6: Project Meetings -- (by Phone or at Construction Site)</b>						
Project Director	5	HR	\$ 195 00	1 00	\$ 975 00	
Project Manager (Weekly Meetings) 1 hr/meeting X 5 meetings	5	HR	\$ 165 00	1 00	\$ 825 00	
Clerical (Meeting Minutes & Followup) 2 hrs/meeting X5 Meetings	10	HR	\$ 80 00	1 00	\$ 800 00	
Office Service Fees (5% of Labor)					\$ 130 00	
					Subtotal	\$ 2,730
					<b>PROJECT TOTAL</b>	<b>\$ 112,550</b>



## CHANNEL GEOMETRY

	START	END	LENGTH	RADIUS
RIFFLE 1	0+00	4+36.97	436.97	-
POOL 1	4+36.97	11+47.37	710.40	900.61
RIFFLE 2	11+47.37	15+54.78	407.41	-
POOL 2	15+54.78	19+87.78	433.00	1046.85
RIFFLE 3	19+87.78	22+40.70	252.92	-
POOL 3	22+40.70	24+65	224.30	524.68

## CHANNEL GEOMETRY POINTS

	STATION	NORTHING	EASTING	ELEVATION
START/ PT1	0+00	1185108.3388	1579974.1471	5095.70
PC 1	4+36.97	1185369.9346	1580324.1619	5094.59
PT 2	11+47.37	1185965.4991	1580676.7817	5094.29
PC 2	15+54.78	1186368.9133	1580733.7014	5093.60
PT 3	19+87.78	1186773.2134	1580879.8996	5093.25
PC 3	22+40.70	1186988.3337	1581012.9156	5092.71
END	24+84	1187217.4152	1581088.9958	5090.40



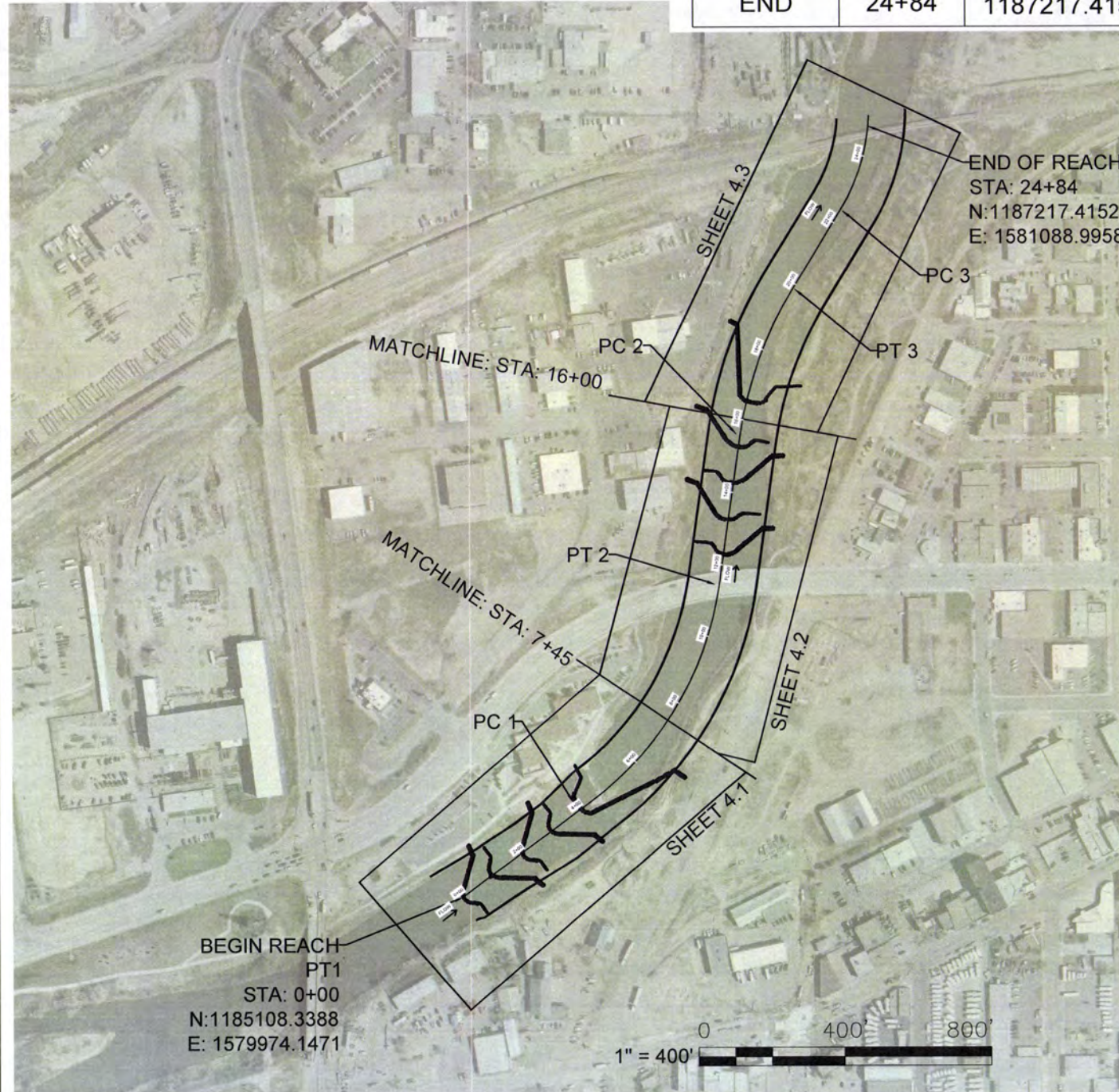
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## STRUCTURE TABLE

STRUCTURE	STATION	INVERT ELEVATION	DROP OVER STRUCTURE
START/PT 1	0+00	5095.7	-
CONSTRUCTED RIFFLE 1	ARM 1	0+00	5095.7
	ARM 2	1+05	5095.42
	ARM 3	2+05	5095.15
	ARM 4	3+05	5094.87
J-HOOK 1	-	4+05	5094.59
PC 1	4+36.97	5094.59	-
PT 2	11+47.37	5094.29	-
CONSTRUCTED RIFFLE 2	ARM 1	12+25	5094.29
	ARM 2	13+25	5094.08
	ARM 3	14+25	5093.87
	ARM 4	15+25	5093.66
PC 2	15+54.78	5093.60	-
J-HOOK 2	-	16+25	5093.45
PT 3	19+87.78	5093.25	-

Notes

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EXHIBIT C Page 1 of 7

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NORTH PLATTE RIVER RESTORATION  
 CITY OF CASPER PROJECT # 12-51  
 CASPER, WYOMING

Title

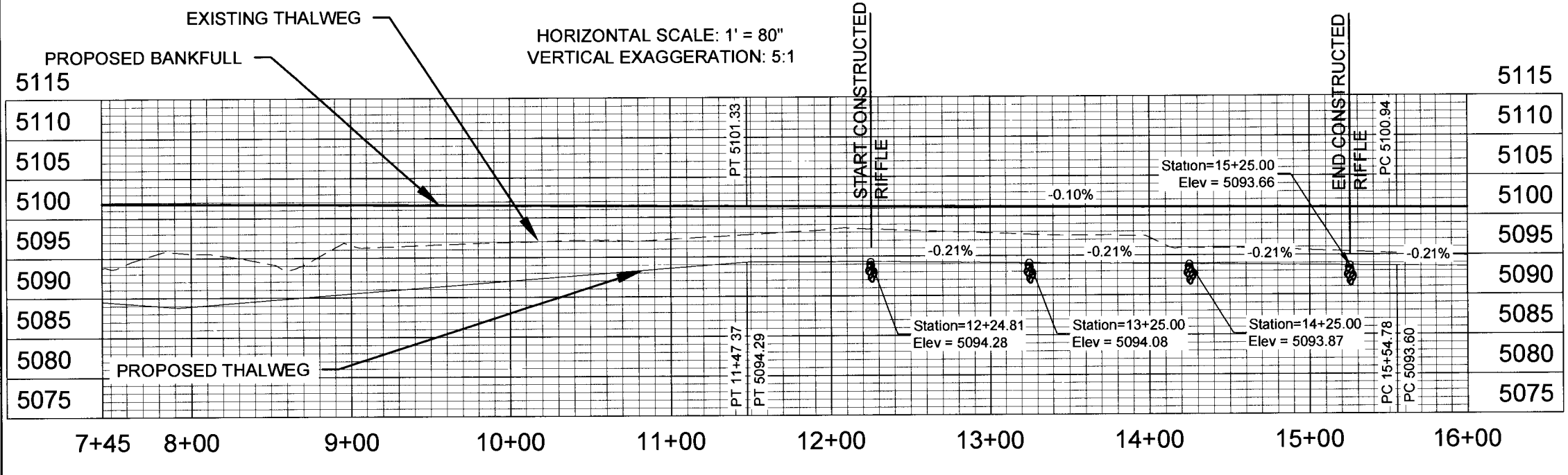
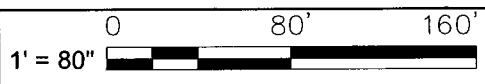
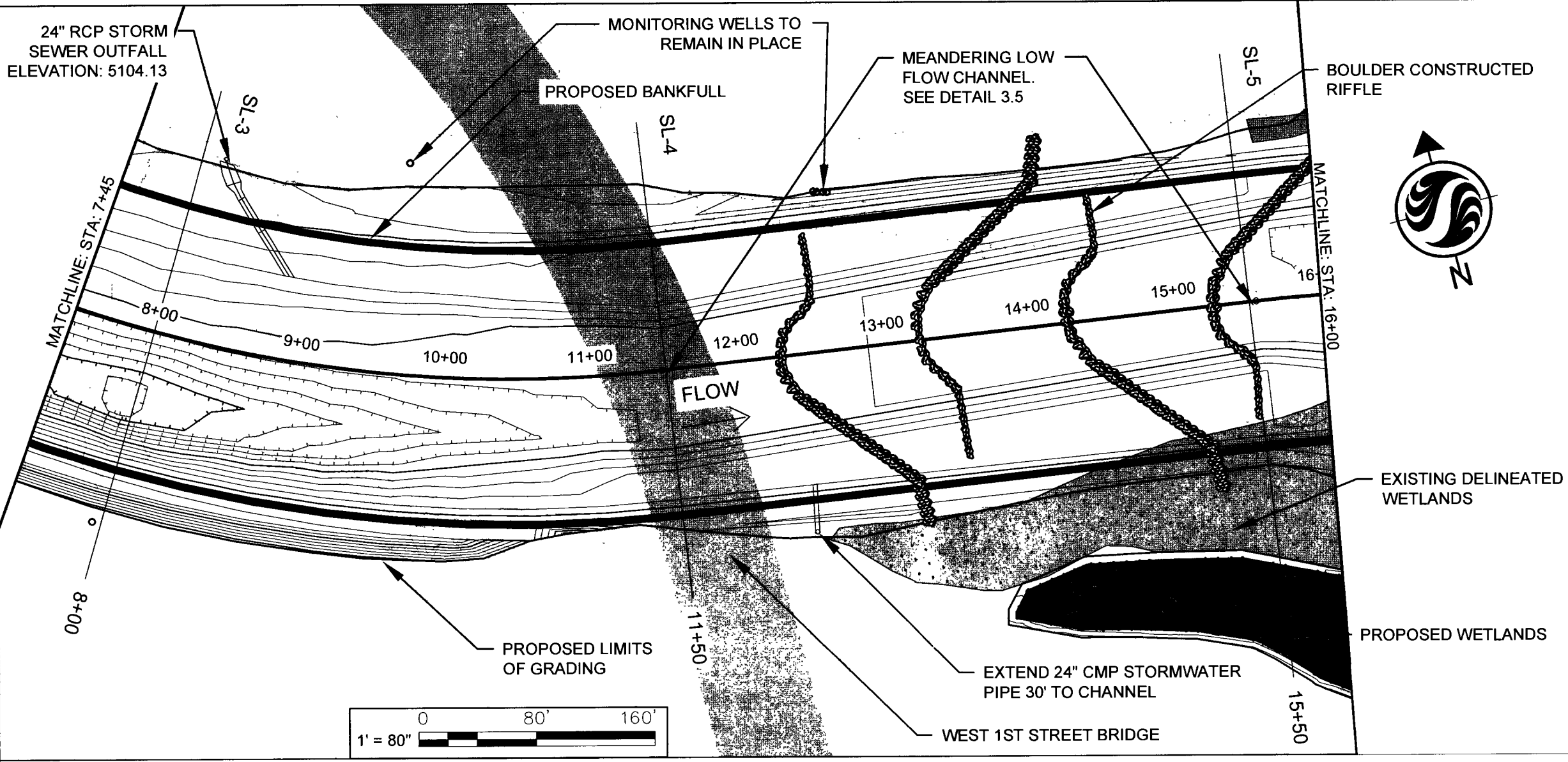
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Project No. 185802758  
 Drawing No. 4.0  
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 Sheet No. Revision

4.0







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 NORTH PLATTE RIVER RESTORATION  
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Drawing No

Sheet No

Revision

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PROPOSED WETLAND 2 SEE SHEET 3.12

RAILROAD BRIDGE

MATCHLINE: STA. 16+00.00

SL-6

SL-7

SL-8

6-TS

FLOW

17+00 18+00 19+00 20+00 21+00 22+00 23+00 24+00 25+00

BOULDER J-HOOK

PROPOSED BANKFULL

EXISTING DELINEATED WETLANDS

PROPOSED LIMITS OF GRADING

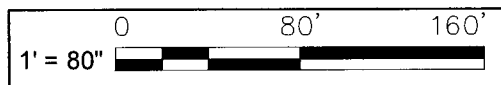
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17+70

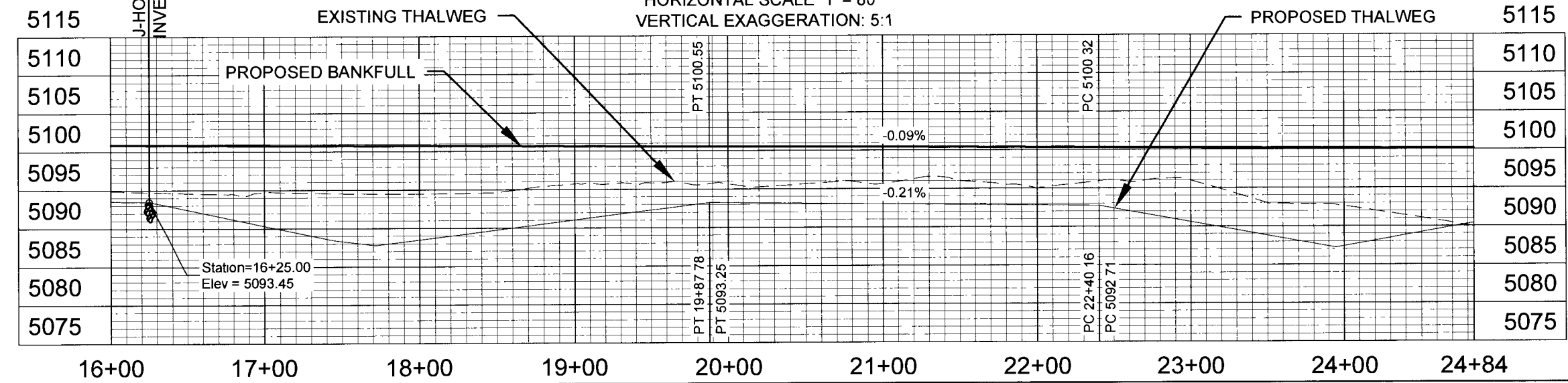
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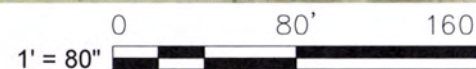
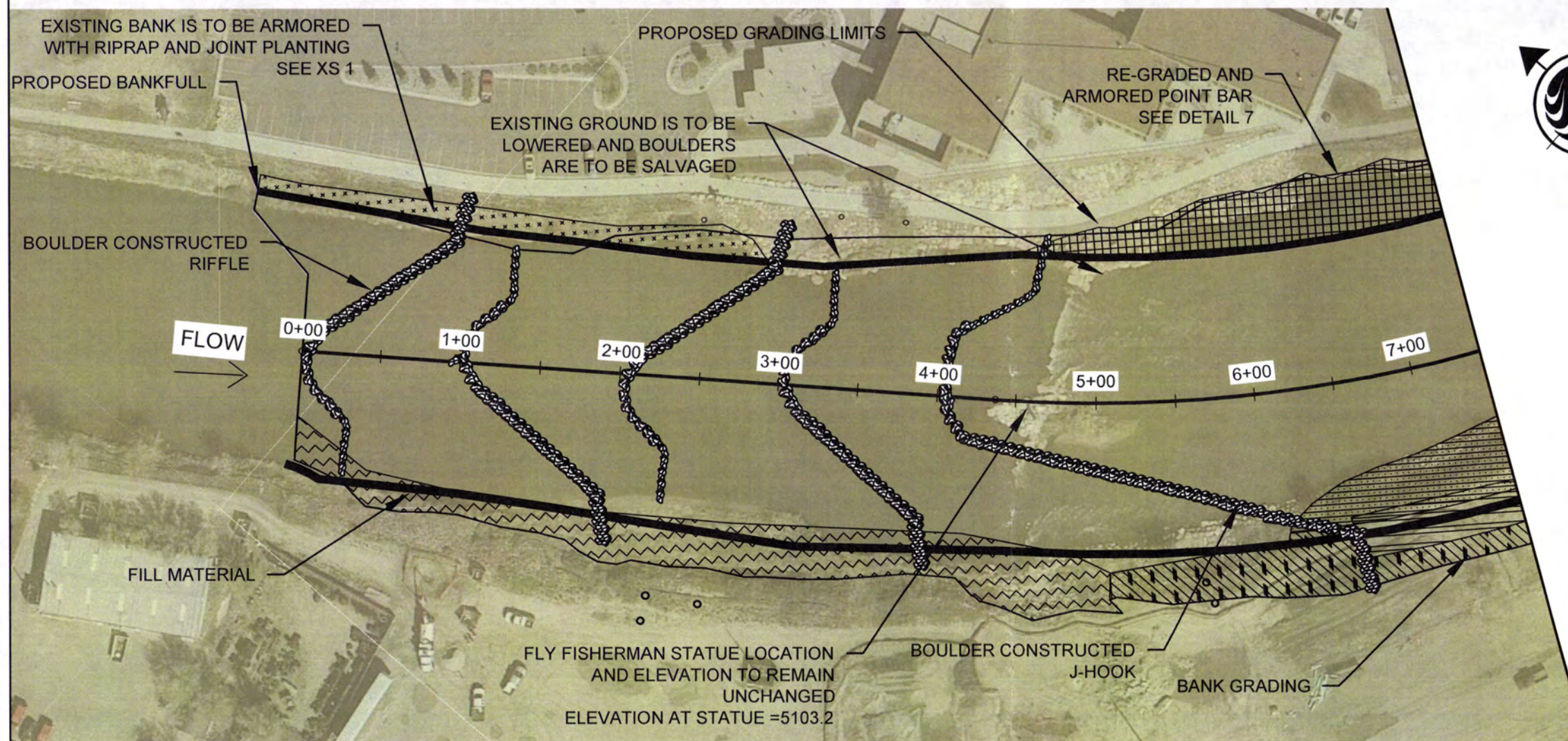
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**PLAN SHEET - AERIAL**

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**NOTE:**  
 ALL EXISTING WILLOWS  
 THROUGHOUT THE SITE SHALL BE  
 STOCKPILED AND TRANSPLANTED  
 PER PLANTING PLAN

FLY FISHERMAN STATUE LOCATION  
 AND ELEVATION TO REMAIN  
 UNCHANGED  
 ELEVATION AT STATUE = 5103.2

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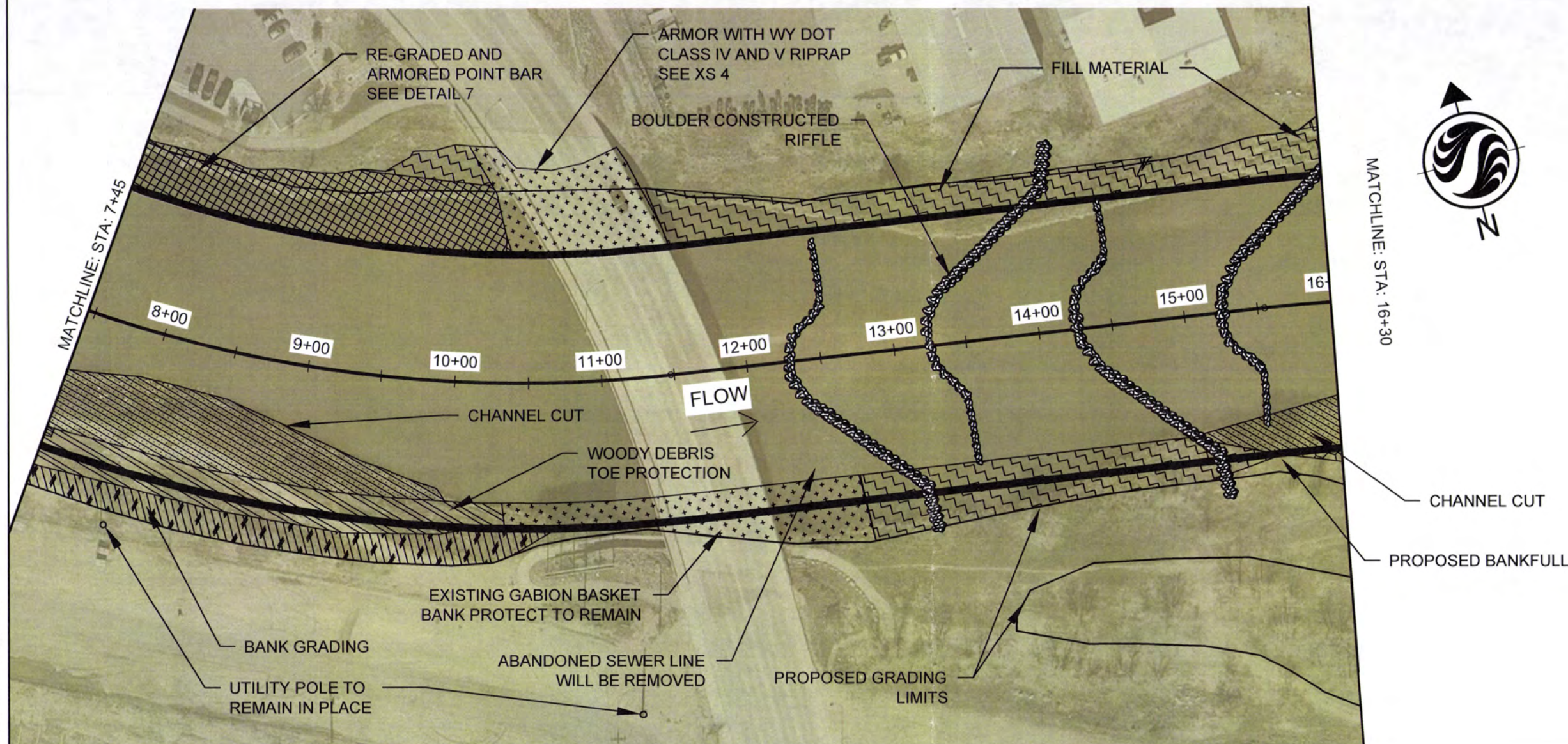
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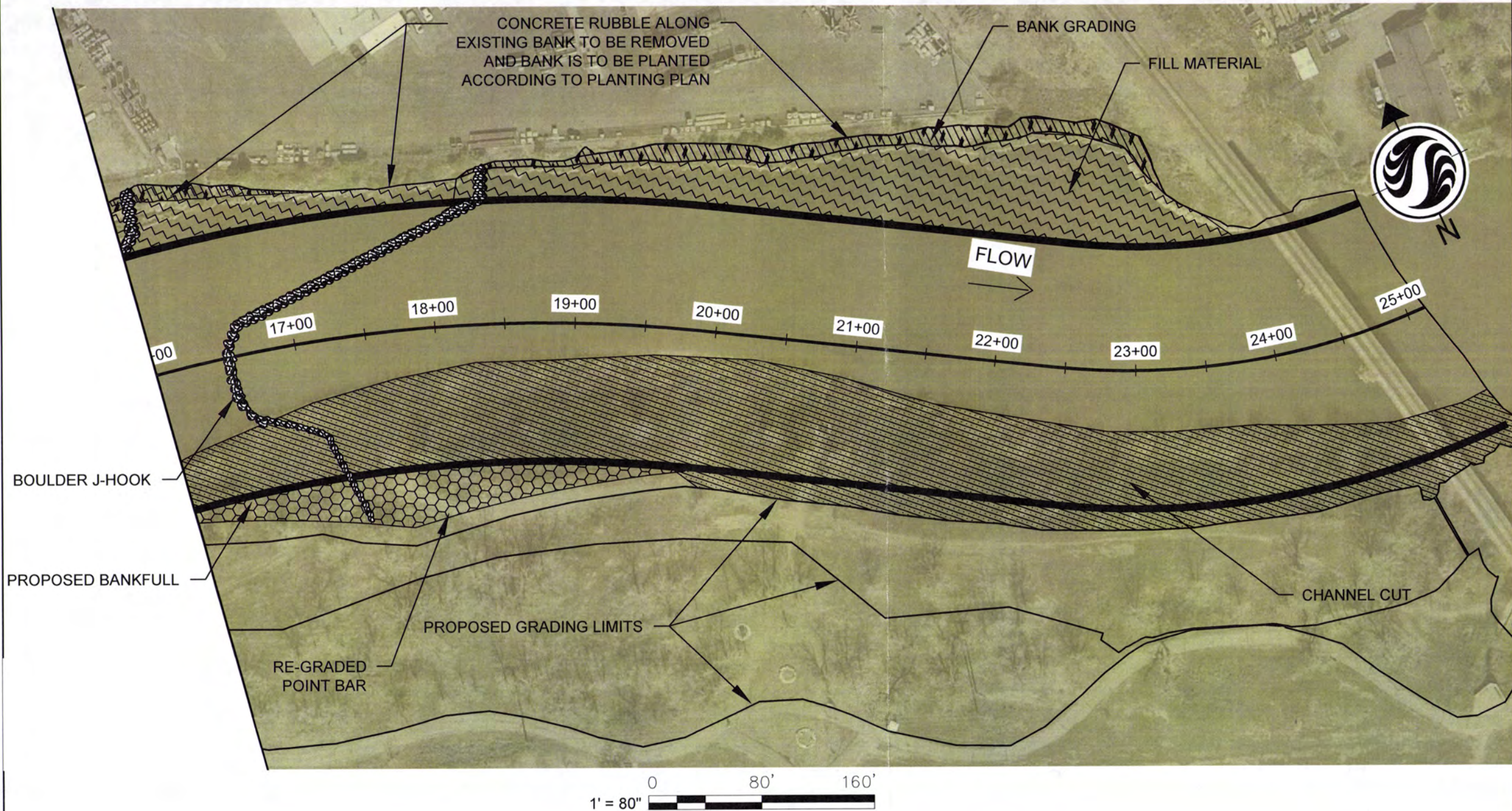
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THE EXPOSED CONCRETE RUBBLE,  
CALLED FOR REMOVAL, CAN BE  
BURIED ALONG THE TOE OF THE  
BANK.

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**PLAN SHEET -AERIAL**

Project No. 185802758 Scale 1" = 80'  
Drawing No. Sheet No. 4.6 Revision



RESOLUTION NO.18-177

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC. FOR PROVIDING ENVIRONMENTAL SERVICES FOR THE CONSTRUCTION OF FIRST STREET REACH OF THE NORTH PLATTE RIVER RESTORATION, PROJECT NO. 12-51.

WHEREAS, the City of Casper desires to enter into a contract for professional services with Golder Associates, Inc. to provide environmental services for the First Street Reach of the North Platte River Restoration Project; and,

WHEREAS, Golder Associates, Inc., is able and willing to provide those services, specified as First Street Reach North Platte River Restoration, Project No. 12-51.

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 Golder Associates, Inc., to provide professional environmental consulting services for Construction of the First Street Reach North Platte River Restoration, Project No. 12-51.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments as set forth in the Contract not to exceed the sum of One Hundred Twelve Thousand Five Hundred Fifty and 00/100 Dollars (\$112,550.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 23, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Fleur Tremel, Assistant to the City Manager 

SUBJECT: Council Meeting Agenda Order

Meeting Type & Date:

Council Meeting  
August 7, 2018

Action type:

Resolution

Recommendation:

That Council, by resolution, amend Resolution 17-155, changing the order of business for regular Council Meetings for the City of Casper, Wyoming and removing the option of consent for the second and third readings of ordinances.

Summary:

Council directed staff to look at the Council Meeting Agenda and review the order of certain items. Further, Council directed that staff should change the order so that the public would be able to engage in a public comment period before any action on agenda items were taken. Therefore, staff suggests the communications from persons present be moved from the end of the agenda to the beginning. Also, in addition to public hearing for first reading of an ordinance, all subsequent readings will have a public comment period. A resolution of the changes is attached for Council's approval.

Financial Considerations

None.

Oversight/Project Responsibility

Fleur Tremel, Assistant to the City Manager  
John Henley, City Attorney

Attachments

Resolution

## RESOLUTION NO. 18-178

### A RESOLUTION AMENDING RESOLUTION NO. 17-155, CHANGING THE ORDER OF BUSINESS FOR REGULAR COUNCIL MEETINGS FOR THE CITY OF CASPER, WYOMING AND REMOVING THE OPTION OF "CONSENT" FOR THE SECOND (2ND) AND THIRD (3RD) READINGS OF ORDINANCES

WHEREAS, The City Council of Casper, Wyoming would prefer to have members of the public speak at the beginning of Council meetings and to permit the public to comment on proposed Ordinances on the second (2nd) and third (3rd) readings, without the necessity of submitting a written request by 12:00 Noon on the Monday preceding the Council meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Resolution No. 17-155, providing for Rules of the City Council of Casper, Wyoming is amended:

Paragraph 2.0 ORDER OF BUSINESS. Agenda shall read:

- A. Roll Call.
- B. Pledge of Allegiance.
- C. Consideration of Minutes.
- D. Consideration of Bills and Claims.
- E. Bright Spot, Proclamations, Petitions and Memorials.
- F. Communications from persons present – open mike (not Public Hearings)
- G. Public Hearings.
  - i.) Ordinances – First Reading
  - ii.) Resolutions requiring a Public Hearing
  - iii.) Minute Action
- H. Communications From Persons Present,- regarding Ordinances on Second and Third Reading.
- I. Ordinances on Second and Third Reading.
- J. Resolutions – not requiring a Public Hearing.
- K. Minute Actions.

- L. Introduction of Measures and Proposals by Members of the City Council.
- M. Executive session – for matters coming within the purview of W.S. 16-4-405; such matter(s) shall be stated in the motion to go into executive session.
- N. Adjournment.

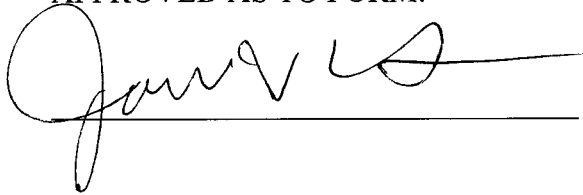
Paragraph 6.2 A. shall have the first word of that paragraph, “Ordinances,” stricken.

Paragraph 6.2 A. 1. is stricken and paragraph 6.2 A. 2. Shall be renumbered as 6.2 A.1.

Paragraph 6.3 shall be stricken.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING,  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

August 2, 2018

MEMO TO: J. Carter Napier, City Manager  
FROM: Cally E. Lund, Municipal Court Judge   
SUBJECT: Part Time Judge Robert Hand Contract

Meeting Type & Date:

Council Meeting  
August 7, 2018

Action type:

Resolution

Recommendation:

That Council, by resolution, approve contract

Summary:

Council was given a proposed contract for Robert Hand which was approved by the Municipal Court Judge and the City Attorney, John Henley. In addition, Council approved the proposed hiring and therefore it is respectfully requested that his contract be approved. A resolution of the approval of his contract is attached for Council's approval.

Financial Considerations

\$2,200.00 monthly

Oversight/Project Responsibility

Cally E. Lund, Municipal Court Judge

Attachments

Resolution

RESOLUTION NO.18-179

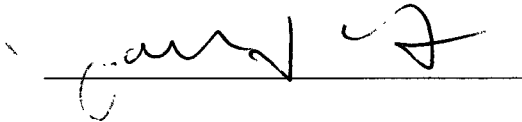
A RESOLUTION AUTHORIZING APPROVAL OF  
VARIABLE MUNICIPAL COURT JUDGE CONTRACT.

WHEREAS, the City desires to enter into an Employment Agreement with Robert J. Hand, Jr. to serve as a part time Municipal Judge for the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Employment Agreement between the City of Casper and Robert J. Hand, Jr.

PASSED, APPROVED, AND ADOPTED on this 7th day of August, 2018.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur D. Tremel  
City Clerk

---

Ray Pacheco  
Mayor

August 7, 2018

MEMO TO: His Honor, The Mayor, and Members of City Council  
FROM: J. Carter Napier, City Manager *JCN*  
SUBJECT: Casper Natrona County Health Department Board Reappointment

Meeting Type & Date  
Regular Council Meeting, August 7, 2018

Action Type  
Minute Action

Recommendation:  
That Council, by minute action, authorize the reappointment of Mike Cometto to the Casper Natrona County Health Department Board.

Summary:  
The Health Department has one (1) member whose term expired on June 30, 2018. He has submitted a letter requesting to be reappointed. This is his first term, therefore he is eligible to apply for reappointment for an additional five (5) year term beginning July 1, 2018 and expiring June 30, 2023.

Financial Considerations:  
No Financial Considerations.

Oversight/Project Responsibility:  
Casper Natrona County Health Department Board

Attachments:  
The reappointment request letter is attached.



**Mike Cometto**  
301 Wind River Ave.  
Casper, WY 82609

July 12, 2018

Mr. Carter Napier  
City Manager  
200 N. David  
Casper, WY 82601

Mr. Napier and City Council Members:

I am writing to inform you and the members of the City Council that I am interested in continuing to serve on the Casper-Natrona County Health Department. I have served on the Board for the past five years and believe that the Department provides a tremendous and necessary service within the City of Casper and Natrona County.

Please let me know if/when my reappointment to the Board is approved.

Sincerely,



Mike Cometto

CC: Dr. Kelly Weidenbach, Executive Director

July 20, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tracey L. Belser, Support Services Director *TLB*  
Zulima Lopez, Assistant Support Services Director  
SUBJECT: Authorize the Purchase of Two (2) New Articulated Motor Graders, in the Total Amount of \$532,102.58, Before the Trade-In Allowance, for Use by the Streets Division of the Public Services Department.

Meeting Type & Date  
Regular Council Meeting  
August 7, 2018

Action type  
Minute Action

Recommendation

That Council, by minute action, authorize the purchase of two (2) new Caterpillar 12M3 Articulated Motor Graders, from Wyoming Machinery Company, Casper, Wyoming, to be used in the Streets Division of the Public Services Department, in the total amount of \$532,102.58 before the trade-in allowance.

Summary

Wyoming State Statute allows cities to purchase specific vehicles and equipment by utilizing the State bid process. Options can be added to State bid purchases to meet the needs of varying operations. Taking advantage of this process will benefit the City by significantly reducing the cost and lead time of purchasing this heavy equipment, especially considering booming global construction markets and volatile steel prices.

This purchase will replace two (2) 2004 Caterpillar motor graders in the Streets Division that are due for replacement by age, hours, and maintenance costs. These motor graders are used during the summer to grade the City's unpaved alleys and other City owned land as needed to correct drainage and access issues. The units are also used extensively during the winter for snow removal operations.

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

<u>State Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(2) 12M3 Articulated Motor Graders With options	Wyoming Machinery Co. Casper, WY	\$532,102.58	\$135,000.00	\$396,102.58

The recommended purchase of these motor graders through the State bid process, with options meets all of the required specifications for equipment in this application.

Financial Considerations

This purchase was approved in the FY19 adopted budget and is funded by the Optional One Cent Sales Tax Funds.

Oversight/Project Responsibility

This purchase will be made by Zulima Lopez, Assistant Support Services Director, with oversight being transferred to Shad Rodgers, Streets & Traffic Manager, after the equipment is received.

Attachments

No Attachments

July 20, 2018

MEMO TO: J. Carter Napier, City Manager *ow*

FROM: Tracey L. Belser, Support Services Director *sub*  
Zulima Lopez, Assistant Support Services Director

SUBJECT: Authorize the Purchase of One (1) New John Deere Gas Mower, in the Total Amount of \$12,500, for Use by the Cemetery Section of the Parks and Recreation Department.

Meeting Type & Date

Regular Council Meeting

August 7, 2018

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new John Deere gas mower, from Stotz Equipment, Evansville, Wyoming, to be used in the Cemetery Section of the Parks and Recreation Department, in the total amount of \$12,500.

Summary

On July 10, 2018 quotes were requested for one (1) new John Deere ZTrak gas mower. Three (3) quotes were received from regional vendors.

This purchase will replace one (1) 2007 John Deere ZTrak gas mower that is due for replacement by age and maintenance cost. The new mower will be utilized daily during the growing season to maintain 74 irrigated turf acres at Highland Cemetery. The recommended purchase of this John Deere mower meets all of the required specifications for a replacement mower for this application. The quotes were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Total Amount</u>
(1) One John Deere Z970R ZTrak Mower	Stotz Equipment Evansville, WY	\$12,500.00
(1) One John Deere Z970R ZTrak Mower	RDO Equipment Co. Rapid City, SD	\$12,580.00
(1) One John Deere Z970R ZTrak Mower	Sheridan County Implement Sheridan, WY	\$14,241.04

Financial Considerations

This purchase was approved in the FY19 adopted budget and is funded by the Optional One Cent Sales Tax Fund.

Oversight/Project Responsibility

This purchase will be made by Zulima Lopez, Assistant Support Services Director, with oversight being transferred to Dan Coryell, Parks Division Manager, after the equipment is received.

Attachments

No Attachments

July 20, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tracey L. Belser, Support Services Director *TLB*  
Zulima Lopez, Assistant Support Services Director  
SUBJECT: Authorize the Purchase of One (1) New One Ton Truck With Service Body, in the Total Amount of \$55,363.36, for Use by the Water Distribution Division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting  
August 7, 2018

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new one ton truck with service body, from Fremont Motor Company, Sheridan, Wyoming, to be used in the Water Distribution Division of the Public Services Department, in the total amount of \$55,363.36.

Summary

On May 16, 2018, bids were requested for one (1) new one ton pickup truck with service body and accessories. On June 19, 2018, the purchase of a one ton truck with service body was awarded to the apparent low bidder, Fremont Motor Company, Sheridan WY. The cost of the one-ton chassis is \$36,682.36 and the required utility body for the truck is \$16,681.00 for a total cost of \$55,363.36. Included in the bid package, was language to "piggy back" the bid for 120 days after the delivery of the final unit from the original purchase order. Equipment procurement by piggy backing a previous purchase allows the city to expedite delivery of vehicles and avoid price increases. Equipment and body manufacturers are expecting delays in production of steel bodies, as well as price increases due to steel tariffs. Piggy backing became a desirable option for the purchase of this unit to save time and money.

This purchase will replace one (1) 2009 Ford one ton utility truck in the Water Distribution Division that is due for replacement by age and miles. The new truck will be utilized daily by the Water Distribution Division for water infrastructure maintenance and emergency water break or leak repairs. The body is outfitted with extra toolboxes and lighting the water crews need to perform water system maintenance and repairs. A piggyback purchase is desirable to get an identically outfitted unit for the other valve maintenance crew that performs similar work.

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

service truck from Fremont Motor Company meets all of the required specifications for the new vehicle. The low bid was as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Total Amount</u>
(1) One Ton Truck With Service Body	Fremont Motors Sheridan, WY	\$55,363.36

Financial Considerations

This purchase was approved in the FY19 adopted budget and is funded by the Water Fund.

Oversight/Project Responsibility

This purchase will be made by Zulima Lopez, Assistant Support Services Director, with oversight being transferred to Clint Conner, Water Distribution Manager, after the equipment is received.

Attachments

Bid Specification Sheet

**CITY OF CASPER**  
**FLEET MAINTENANCE DIVISION**  
**CITY OF CASPER**  
**May 16, 2018**

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, until 3:00 p.m., June 1, 2018 for the following:

One (1) New **1-Ton Super cab or Crew cab 4x4 Truck with 9' Service Body and Accessories**, to be used in the Water Distribution Division of the Public Services Department.

**General Specifications:**

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new **1-Ton Super cab or Crew Cab 4x4 Truck with 9' Service Body and Accessories**, to be used in the Water Distribution Division of the Public Services Department. These units shall be new with less than two hundred (200) miles and be less than six months old. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

**MINIMUM SPECIFICATIONS**

**Cab and Chassis**

American Manufacturer	<u>APS</u>
Approximate GVW 13,500 lbs.	<u>APS (14,000)</u>
Three sets of keys	<u>APS</u>
Mileage: 200 miles or less	<u>APS</u>
Automatic Transmission	<u>APS</u>
Power Steering	<u>APS</u>
Tilt Steering Wheel	<u>APS</u>
Power Brakes	<u>APS</u>
Power Windows	<u>APS</u>



Power Door Locks	APS
Power Mirrors	APS
Heated Mirrors	APS
Cruise Control	APS
Super cab minimum. Will accept crew cab models. Note cab style.	APS (Super cab)
Four Wheel Drive	APS
Electronic shift on the fly 4x4	APS
Dual Rear Wheel	APS
Tires/wheels – Radial ply tires as required for GVWR, 7 Tires and wheels (including spare), all season, all terrain tread	APS (A/T)
Spare Tire & Wheel to include Jack & Lug Wrench	APS
AM/FM Radio with Bluetooth Factory Installed	APS (Sync)
Heater/Defroster	APS
2018 Emissions compliant 6.0L Gas Engine	APS (6.2L)
Heavy duty charging system package High AMP alternator setup	APS (STD)
Rear-end w/limited slip 4.10 gear ratio or lower	APS (4:30 L/S)
Factory Trailer Brake Controller	APS
Factory Air Conditioning	APS
Intermittent windshield wipers	APS
Engine Block Heater	APS
Permanent anti-freeze protection to minus 30 degrees F.	APS
Factory prep package for back up camera including	APS

Camera lens

APS (Installed by Bodyco)

Manufacturer's standard single color, white

APS

Four-wheel anti-lock braking system

APS (STD)

Upfitter Switches for Accessories

APS (STD)

Cloth seats

APS

Matching trim throughout in standard color, Steel or equivalent

APS

Heavy Duty Vinyl Flooring throughout

APS

Factory running boards tube type

APS (STEP TYPE 18B)

OEM heavy duty floor mats RUBBER

APS

**Utility Body Including Installation**

Knapheide # 7108D54J 9' Service Body or equivalent with equal specifications, construction and compartment sizing as the specified Knapheide service body

\_\_\_\_\_

Body Color: White

\_\_\_\_\_

Fuel Fill for Gas engine

\_\_\_\_\_

Spray in bed liner (Black) in service body (Cargo Floor, Sides, and Tailgate)

\_\_\_\_\_

Fabricated mounts for tool and accessories in service body will be added before spray in bed liner

\_\_\_\_\_

Knapheide upgraded surface mount tail lights with LED S/T/T and B/U LED strobe operation with 9 selectable patterns will be controlled by the factory vehicle up fitter switches

\_\_\_\_\_

LED Lighting will be installed for all of the utility bed compartment lighting and all tail lights and running lights

\_\_\_\_\_

Full length shelf on curb side upper compartment  
SEE UNIT# 660260

\_\_\_\_\_

Camera lens \_\_\_\_\_

Manufacturer's standard single color, white \_\_\_\_\_

Four-wheel anti-lock braking system \_\_\_\_\_

Upfitter Switches for Accessories \_\_\_\_\_

Cloth seats \_\_\_\_\_

Matching trim throughout in  
standard color, Steel or equivalent \_\_\_\_\_

Heavy Duty Vinyl Flooring throughout \_\_\_\_\_

Factory running boards tube type \_\_\_\_\_

OEM heavy duty floor mats RUBBER \_\_\_\_\_

**Utility Body Including Installation**

Knapheide # 7108D54J 9' Service Body  
or equivalent with equal specifications, construction  
and compartment sizing as the specified Knapheide  
service body \_\_\_\_\_ *yes*

Body Color: White \_\_\_\_\_ *yes*

Fuel Fill for Gas engine \_\_\_\_\_ *yes*

Spray in bed liner (Black) in service body (Cargo  
Floor, Sides, and Tailgate) \_\_\_\_\_ *yes*

Fabricated mounts for tool and accessories in service  
body will be added before spray in bed liner \_\_\_\_\_ *yes*

Knapheide upgraded surface mount tail lights with LED  
S/T/T and B/U LED strobe operation with 9 selectable  
patterns will be controlled by the factory vehicle up fitter  
switches \_\_\_\_\_ *yes*

LED Lighting will be installed for all of the utility bed  
compartment lighting and all tail lights and running lights \_\_\_\_\_ *yes*

Full length shelf on curb side upper compartment  
SEE UNIT# 660260 \_\_\_\_\_ *yes*

Two (2) RKI topper compartment boxes - one on each side. Part #BTC10814  
Color: White  
SEE UNIT# 660260

yes

Headache rack heavy duty - Color: Black

yes

Spray bed lined after mounts for tools and accessories are fabricated/installed  
SEE UNIT# 660260

yes

Bumper will be transferred from unit 660214 to new Unit. New brackets and mounts will be fabricated as needed to fit the new unit. Bumper will be stripped of the current spray lining and re-spray lined after all fabrication is completed.

yes

Trailer/tow package

7 Wire trailer plug wiring for service body  
Wiring will be factory style round 7 pin round connector and round 6 pin connector for trailer plug in.

yes

All wiring will be properly secured and enclosed in loom.

yes

All connections will be soldered and have heat shrink on them or have weather tight connectors.

yes

Wiring will be run to avoid rubbing, binding, or possible damage.

yes

Grommets will be used to protect wiring when passing through compartments.

yes

Wiring to and from body will be sealed to not allow debris or moisture to enter into the utility body.

yes

Relocation/Installation of factory back up camera

yes

**Safety Accessories, Including Installation**

Federal signal mini light bar #454201HL-25  
Mounted to headache rack.

yes

Traffic signal LED arrowed light bar  
35"x2 1/4"x3" with controller  
mounted to headache rack

yes

White amber clear lenses LED rear warning lights mounted to body above tail light. Maxxima 6" or comparable. White amber clear lenses LED warning lights mounted in front grill. Lights for front and rear are to be wired together to single switch in cab  
SEE UNIT# 660260

yes

Headache rack work lighting.  
1 pair blue work lamps for bed lighting solid mount.  
1 pair clear work lights adjustable mounting brackets will be controlled by the factory vehicle up fitter switches SEE UNIT# 660260

yes

**Optional Under Hood Mounted Air Compressor, Including Installation**

VMAC UNDERHOOD40 with all components to include: Waste Heat Air Separation Tank (WHASP Tank), compressor, oil return/oil discharge hoses, PTFE oil scavenge tube, control module, interface panel, and throttle control.

yes

Compressor to include a 1/2 in X 50 ft. hose reel – Part number A700007

yes

Six (6) gallon 160 psi Air Receiver Wing Tank – Part number A300045

yes

Unit will be mounted according to VMAC Specifications. Installation must be compatible for the truck and engine combination. City of Casper shall approve the location of WHASP and the air tank prior to installation.

yes (Ford 6.2 gas only)

Mounting of all components will be done in a manor not to impede operation of the truck or the VMAC unit and to have access to service the unit.

yes

Installation manual and owner's manual must be provided with the unit.

yes

**Miscellaneous**

5 Year 60,000 Mile Power Train Warranty

APS

All warranties to begin upon delivery of fully assembled vehicle

APS \_\_\_\_\_

Selling Dealer Must be able to pick up and warranty repairs within 48 hrs. NO EXCEPTIONS

APS \_\_\_\_\_

Bid to be valid for "Piggyback" option up to 120 Days after delivery of the last unit from the initial order.

APS \_\_\_\_\_

A pre-build meeting shall be held with the City of Casper to verify the location of all components and accessories prior to start of build

APS \_\_\_\_\_

Copy of Order Confirmation to be provided upon completion of order

APS \_\_\_\_\_

Full copy of specifications delivered with the completed unit

APS \_\_\_\_\_

City of Casper Fleet Maintenance shall be given at least three (3) business days' notice of delivery in order to schedule the intake. Vehicle shall be delivered to the Casper Central Service Facility located at 1800 East "K" Street, Casper, WY 82601

APS \_\_\_\_\_

City of Casper shall be granted 5 business days from delivery to inspect/verify specification compliance prior to full acceptance

APS \_\_\_\_\_

City of Casper Fleet Maintenance staff shall have access to parts, service, and repair manuals. Books, CD, or Web based manuals will be accepted, with no additional fees, including subscription fees, for the City of Casper.

APS (CD Rom In price)

All parts that are removed to install aftermarket components will be given to the Fleet Division unless compensation or prior arrangements are agreed upon for the removed parts

APS \_\_\_\_\_

Vehicle shall be delivered with a full tank of fuel - Minimum of 85 Octane or required octane for engine as stated by manufacturer.

APS \_\_\_\_\_

Original titles to be delivered to 1800 E. "K"  
Street, Casper, WY 82601, within 30 days  
of Vehicle Delivery  
Title to be made out as: City of Casper,  
200 N. David, Casper, WY 82601

APS \_\_\_\_\_

**NOTE: This form may be duplicated.**

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Zulima Lopez, Casper Central Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

VIRTC1DP V4.56 5432 EN

CNGP530 VEHICLE ORDER CONFIRMATION 05/29/18 19:46:05  
 ==> 2019 F-SERIES SD Dealer: F56415 Page: 1 of 2  
 Order No: 0001 Priority: H5 Ord FIN: QD543 Order Type: 5B Price Level: 920  
 Ord PEP: 640A Cust/Flt Name: CASPER PO Number:  
 RETAIL RETAIL  
 X3H F350 4X4 S/C CC \$40690 18B PLAT RUNNING BD \$445  
 168" WHEELBASE 14000# GVWR PKG  
 Z1 OXFORD WHITE 213 ELECTRONIC SOF 185  
 1 CLTH 40/20/40 100 41H ENG BLK HEATER 100  
 S MEDIUM EARTH GR 425 50 STATE EMISS NC  
 640A PREF EQUIP PKG JOB #1 BUILD  
 .XL TRIM 512 SPARE TIRE/WHL2 350  
 572 .AIR CONDITIONER NC 52B BRAKE CONTROLLR 270  
 996 6.2L EFI V8 ENG NC  
 44P 6-SPD AUTOMATIC NC TOTAL BASE AND OPTIONS 46480  
 TBM LT245 BSW AT 17 165 TOTAL 46480  
 X4L 4.30 LTD SLIP 350 \*THIS IS NOT AN INVOICE\*  
 90L PWR EQUIP GROUP 915 \* MORE ORDER INFO NEXT PAGE \*  
 TELE TT MIR-PWR F8=Next  
 17F XL DECOR PKG NC

VIRTC1DP V4.56 5432 EN

CNGP530 VEHICLE ORDER CONFIRMATION 05/29/18 19:46:10  
 ==> 2019 F-SERIES SD Dealer: F56415 Page: 2 of 2  
 Order No: 0001 Priority: H5 Ord FIN: QD543 Order Type: 5B Price Level: 920  
 Ord PEP: 640A Cust/Flt Name: CASPER PO Number:  
 RETAIL RETAIL  
 61J JACK NC \*THIS IS NOT AN INVOICE\*  
 65Z AFT AXLE TANK NC  
 872 RR CAM & PREP K 415  
 96V XL VALUE PKG 1000  
 .CRUISE CONTROL  
 .AMFM/MP3/CLK  
 .SYNC SYSTEM  
 SP DLR ACCT ADJ  
 SP FLT ACCT CR  
 FUEL CHARGE  
 B4A NET INV FLT OPT NC  
 DEST AND DELIV 1495  
 TOTAL BASE AND OPTIONS 46480  
 TOTAL 46480 F7=Prev  
 F1=Help F2=Return to Order F3/F12=Veh Ord Menu  
 F4=Submit F5=Add to Library  
 S099 - PRESS F4 TO SUBMIT QC02969



# QUOTATION / ORDER FORM



Ameri-Tech Equipment Co.

<input type="checkbox"/> ESTIMATE
<input checked="" type="checkbox"/> QUOTATION
<input type="checkbox"/> ORDER

970 Oildale St  
 Casper/Evansville  
 Casper / Evansville - (307)234-9921 Fax (307)234-3432

Quotation Date	RMA - Delivery Date
5/23/2018	
V/R#	TERMS when Invoiced
0	Net 10th

[karl.farrington@307atec.com](mailto:karl.farrington@307atec.com)  
[www.307ATEC.com](http://www.307ATEC.com)

<b>SOLD TO / BILL TO</b> Fremont Motor Casper Brett 6101 East 2nd St. Casper, WY. 82609 Phn: 307-237-8491      Email:	<b>SHIP TO / DELIVER TO</b> Ameritech Equipment Company Karl Farrington 970 OILDALE STREET PO BOX 2888 CASPER WY 82602 307-258-4665      karl.farrington@307atec.com
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RO / Purchase Order #	Sales Representative	SRW / DRW	GAWR	VIN #
	Karl Farrington	DRW		0
Install Location	Year	Make	Model	Cable / Axle / Trans
CASPER WYOMING	2019	Ford	F-350	60"    0    Crew

Qty	Description / Item / Production / Service	Unit Price	Amount (US Dollars)
1	Knapheide 7018D54 9' Service Body Includes: Standard Adjustable Shelving W/Divides 12" Slam Tallgate Rotary Slam Latches Keyed Alike Surface Mount LED Lighting LED Compartment Lighting (2) RKI Topper Compartment Boxes TC10814 Sprayin Bed Liner & Tool Mounts Reuse Customers Bumper & Reline Bumper With 6 & 7 Prong Plug Headache Rack With Federal Signal Light & Blue & Clear Work Lights, With Traffic Signal LED Arrowed Light Bar Maxxima 6" LED White Amber Clear Lenses Front Grille & Rear Of Service Body Installation <b>Body Painted Single Stage White</b>	\$ 18,681.36	\$ 18,681.36

\*Price Subject to change due to Current Market, Freight Is Estimated

**Thank-You for this opportunity to Quote. If you have any questions, please contact me via phone or email**  
 307-258-4665 karl.farrington@307atec.com

<b>*DOES NOT INCLUDE SALES TAX*</b> <i>If exempt please provide Certificate</i>	Thank-You	Quoted Price:*	\$ 18,681.36
Acceptance Of Quotation:		Estimate Is Good for 7-Days from Date Provided -	

Ameri-Tech By- **Karl Farrington**
Purchaser \_\_\_\_\_ Signature
Print

Wyoming Truck Equipment Headquarters