

INFORMATION PACKET

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Friday, February 15, 2019



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We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

The Grid

A working draft of Council Meeting Agendas

February 19, 2019

Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolution	Minute Action
C = Item is on Consent N = Item is not on Consent					
Pre-Meeting: Distribution of 2/5 Executive Session Minutes					
Pre-Meeting: Liquor Dealers' Association Council Appointment					
Pre-Meeting: Long Rang Transportation Plan (Aaron Kloke)					
Establish March 5, 2019 as Public Hearing Date for Consideration of a Vacation and Replat of Cabin Creek Estates No. 3, Lot 1, and Plat of a Portion of the Paradise Valley Golf Course, to Create Cabin Creek No. 4, Comprising 0.22-Acres, More or Less, Located on the West Side of Fairway Drive.	C				
Establish March 5, 2019 as Public Hearing Date for Consideration of the Transfer of Ownership for Retail Liquor License No. 28, from Caputa's Catering, LLC, d/b/a Prime Time, Located at 4370 South Poplar to Propper Management, LLC, d/b/a Sunrise Lanes, Located at 4370 South Poplar.	C				
Establish March 5, 2019 as Public Hearing Date for Consideration of New Bar and Grill Liquor License No. 11 for 71 SE Wyoming Blvd, LLC d/b/a The Horse Palace, Located at 71 SE Wyoming Boulevard.	C				
Ordinance Amending Chapter 10.60 of the Casper Municipal Code - Abandoned Vehicles. Public Hearing/First Reading		N			
Adopting and Approving the Right-of-Way Small Wireless Facility Implementation Cost Study and Fee Structure Development Report; and, the Small Wireless Facilities Recommended Requirements. 1st Reading		N			
Annual Renewal of Liquor Licenses.		N			
Amending Chapter 6.04 of the Casper Municipal Code - Animal Care and Control Ordinance 3rd Reading			N		
Amending Section 10.24.010 of the Casper Municipal Code. (Speed Zone Near the Wyoming Medical Center) 2nd Reading			N		
Zone Change of Lots 4, 5, & 6, Block 19, Wyoming Industrial Park Addition (Replat Block 19, Lots 4-8), Located at 1037 & 1005 Foster Road, and 925 Salt Creek Parkway, from PUD (Planned Unit Development) to M-1 (Limited Industrial). 2nd Reading			N		
Liquor License Ordinance Amending Chapter 5.08 of the Casper Municipal Code - (previously tabled) 2nd Reading			N		
Authorizing a Contract for Outside-City Sewer Service with Mark W. and Susan E. Kerns.				C	

Authorizing a Contract for Professional Services with Altitude Recycling Equipment, LLC, in the Amount of \$472,350.00 for the Casper Materials Recovery Facility (MRF) Baling System Procurement and Installation Project.				C	
Accepting a Public Sidewalk Easement from Natrona County School District No. 1 for Installation of a Sidewalk Outside City of Casper Right-of-Way.				C	
Authorizing a Contract for Professional Services with Polished Concrete of Wyoming, in the Amount of \$30,880 for the City Hall Flooring Project.				C	
Authorizing an Agreement with Western Plains Landscaping LLC, in the Amount of \$90,000, for the Casper Solid Waste Facility Landfill Compactors Storage Building Project.				C	
Authorizing an M-54 Utility License with the Wyoming Department of Transportation for the Installation of a 1.25-inch HDPE Low-Pressure Sanitary Sewer Service Line to Provide Sewer Service to 5700 South Poplar Street.				C	
Authorizing the Professional Services Agreement for the Design and Development of Potential Building Designs for a New Casper Police Department Headquarters and Fire EMS Administration & Headquarters Station No. 1, in an Amount not to Exceed \$165,930, with Police Facility Design Group, PA.				C	
Acknowledging the Receipt of Financial Disclosure Information from City Officials with Public Fund Investment Responsibility.					C
Authorizing the Purchase of One (1) New 2020 Mack Tandem Axle Plow Truck with Salt Sand Spreader from CMI TECO, Casper, Wyoming, in the Total Amount of \$191,199, Before Trade-In Allowance, for Use by the Streets Division of the Public Services Department.					C
Authorizing \$21,900 in Health, Social and Community Services Cash Funding to Support the Community Promotions Events, and Authorizing the City Manager to Sign the Agreements with Each Organization.					C
Executive Session - Litigation					

February 25, 2019 Councilmembers Absent:

Work Session/Special Session Agenda Items (Location to be determined)	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Council Goals		3 hours	5:30
Special Session - Executive Session (Land Acquisition & Personnel)			8:30

February 26, 2019 Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Council Meeting Follow-up		10 min	4:30
Plains RFP	Direction Requested	60 min	4:40

Municipal Court Revision (Judge Lund)	Information Only	15 min	7:00
Agenda Setting		20 min	7:40
Legislative Review		10 min	8:00
Council Around the Table		10 min	8:10
Approximate Ending Time			8:20

March 5, 2019 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolution	Minute Action
C = Item is on Consent N = Item is not on Consent					
Pre-Meeting: Distribution of February 19 Executive Session Minutes					
Bright Spot - Paul Zowada					
Vacation and Replat of Cabin Creek Estates No. 3, Lot 1, and Plat of a Portion of the Paradise Valley Golf Course, to Create Cabin Creek No. 4, Comprising 0.22-Acres, More or Less, Located on the West Side of Fairway Drive. Public Hearing/1st Reading		N			
Transfer of Ownership for Retail Liquor License No. 28, from Caputa's Catering, LLC, d/b/a Prime Time, Located at 4370 South Poplar to Propper Management, LLC, d/b/a Sunrise Lanes, Located at 4370 South Poplar.		N			
Establish March 5, 2019 as Public Hearing Date for Consideration of New Bar and Grill Liquor License No. 11 for 71 SE Wyoming Blvd, LLC d/b/a The Horse Palace, Located at 71 SE Wyoming Boulevard.		N			
Amending Section 10.24.010 of the Casper Municipal Code. (Speed Zone Near the Wyoming Medical Center) 3rd Reading			N		
Zone Change of Lots 4, 5, & 6, Block 19, Wyoming Industrial Park Addition (Replat Block 19, Lots 4-8), Located at 1037 & 1005 Foster Road, and 925 Salt Creek Parkway, from PUD (Planned Unit Development) to M-1 (Limited Industrial). 3rd Reading			N		
Liquor License Ordinance Amending Chapter 5.08 of the Casper Municipal Code - 3rd Reading			N		
Ordinance Amending Chapter 10.60 of the Casper Municipal Code - Abandoned Vehicles. 2nd Reading			N		
Adopting and Approving the Right-of-Way Small Wireless Facility Implementation Cost Study and Fee Structure Development Report; and, the Small Wireless Facilities Recommended Requirements. 2nd Reading			N		
Authorizing a Procurement Agreement with Water Technology Group, in the Amount of \$79,112, for Two (2) Flygt Submersible Wastewater Pumps for Use at the Bar Nunn #1 and #2 Lift Stations.				C	
Authorizing an Amendment to the Contract for Professional Services With Trihydro Corporation for Conducting Phase I and Phase II Environmental Site Assessments in the Old Yellowstone District.				C	
Sanitary Sewer Interceptor State Revolving Fund Loan Application				C	

March 12, 2019 Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Council Meeting Follow-up		10 min	4:30
Mayor's Council for People with Disabilities			5:00
Health Plan Options	Direction Requested	40 min	5:40
Wages (Carter Napier)	Direction Requested	40 min	6:20
Agenda Review			
Legislative Review			
Council Around the Table			
Approximate Ending Time:			

March 19, 2019 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolution	Minute Action
C = Item is on Consent N = Item is not on Consent					
Ordinance Amending Chapter 10.60 of the Casper Municipal Code - Abandoned Vehicles. 3rd Reading					
Ordinance Amending Chapter 10.60 of the Casper Municipal Code - Abandoned Vehicles. 3rd Reading			N		
Adopting and Approving the Right-of-Way Small Wireless Facility Implementation			N		
Vacation and Replat of Cabin Creek Estates No. 3, Lot 1, and Plat of a Portion of the Paradise Valley Golf Course, to Create Cabin Creek No. 4, Comprising 0.22-Acres,			N		

March 26, 2019 Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Council Meeting Follow-up			4:30
Capital Budget Review			
Community Promotion Funding			
Agenda Setting		20 min	
Legislative Review		10 min	
Council Around the Table		10 min	
Approximate Ending Time:			

April 2, 2019 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolution	Minute Action
C = Item is on Consent N = Item is not on Consent					
Vacation and Replat of Cabin Creek Estates No. 3, Lot 1, and Plat of a Portion of the Paradise Valley Golf Course, to Create Cabin Creek No. 4, Comprising 0.22-Acres, More or Less, Located on the West Side of Fairway Drive. 3rd Reading			N		

Proposed Work Session Agenda Items	
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Item	Proposed Date	Notes
Downtown Parking Study Implementation		
Goodstein Lot Lease (Long Term Plan)		
Property Code Revisions		Anytime after March 2019
Parking on the Parkways		Anytime after January 2019
David Street Station 501(c)(3)		Anytime after January 2019
Sidewalk Cafés		Anytime after January 2019
Historic Preservation & Building Codes (example - Marvin Piel's property)		
Staff Suggested Items:		
Sign Code Revisions		Anytime after April 2019
Repayment Options for Existing Sales Tax Overpayment		
Casper Events Center Audit	March 26, 2019	After Council Finance Committee Meeting
Annexation Recommendation		
Budget Amendment	March 12, 2019	Before May 2019



AMOCO REUSE AGREEMENT JOINT POWERS BOARD

MEETING MINUTES

6:00 p.m. Wednesday, January 9, 2019

2435 King Blvd, Big Horn Conference Room, Casper, WY 82604

Present: Ben Schrader, Jerad Stack, Ed Opella, Doug Follick, Bob Hopkins, Reed Merschat, Bob Chynoweth, Terry Lane, and Jim Belcher

Absences: None

Others Present: Dustin Newman (Landscapes Unlimited), and Executive Director Renee Hahn.

With a quorum in attendance, the meeting was called to order at 6:00 p.m. by Chairman Schrader. All attendees were asked to participate in the Pledge of Allegiance to the Flag.

1. Minutes from December 12, 2018 Regular Meeting

A motion was made by Mr. Opella and seconded by Mr. Follick to approve the Minutes of the December 12, 2018 meeting. There being no further discussion, the Board proceeded to vote. The motion carried with all members in attendance voting to accept the Minutes as presented. (Copy of Minutes on file.)

2. Approval of January 9, 2019 Treasurer's Report

Details of investment accounts, the checking account and the various vouchers listed on the Treasurer's Report as of January 9, 2019 were presented by Mr. Chynoweth.

A motion was made by Mr. Hopkins and seconded by Mr. Follick to approve the Treasurer's Report of January 9, 2019, containing the financial report of the investment funds, checking account and interest accrued and the authorization for payment of all vouchers listed on the report. There being no further discussion, the Board proceeded to vote. The motion carried with all members in attendance voting to accept the report. Mr. Lane inquired on the investments held by ARAJPB. Mr. Chynoweth explained the investments and informed him a government entity is very limited with their investments.

The December 2018 monthly financial statement draft by Lenhart Mason was presented by Mr. Chynoweth. He inquired if any of the Board had additional questions. No questions were asked.

Investment/Financial Committee

No Report.

3. Committee Reports

- **Three Crowns**

Mr. Follick informed the Board that Three Crowns Contingency Fund had \$17,842 in the account. He stated "It was determined by Landscapes Unlimited that this account is no longer

needed.” A motion was made by Mr. Follick and seconded by Mr. Opella that the Contingency account balance of \$17,842.00 is returned to ARAJPB. There being no further discussion, the Board proceeded to vote. The motion carried with all members in attendance voting to return the funds to ARAJPB. Mr. Chynoweth stated “Funds will be needed for Three Crowns shortfall prior to March.” He informed the Board at the end of last year there was shortage of \$67,000 compared to this year at \$27,000. The amount of this year’s shortage is unknown at this time because there will be adjustments with accounts from OB Sports. “Three Crowns has more in the bank at the end of this year than last year because ARAJPB had invested another \$100,000 into their bank account.”

Mr. Newman stated “There will be weekly cashflow reports from Landscapes Unlimited”. Mr. Stack inquired if there were planned changes for any of the equipment. Mr. Newman thought perhaps in Fall of 2019 “Easylinks could replace Golfnow”. Mr. Stack asked why wait until fall. Mr. Newman explained that the current waiting list for Easylinks would place them in April and that was never a good idea to replace equipment in the middle of the season. Mr. Schrader thanked him for his attendance and stated “The Board is very excited about the transitioning”.

- **PRC**

Mr. Hopkins had nothing to report. Mr. Merschatt stated he had reached out to Ms. Bower about progress on her work for the Innovation Center. He is now waiting to hear back from her. Mr. Merschatt also informed the new board members about the new lighting and artwork coming to our pathway along the river this summer.

- **Refined Properties**

Mr. Stack updated the Board on the dirt pile in the Opportunity Area. He stated “The testing will begin next week weather permitting and the dirt will be trucked to the landfill the following day.” He informed the Board that BP will be sharing in half of the costs of this project. He also thanked Mr. Hopkins for all his hard work to get the city to help participate with this task.

Mr. Stack shared information on the Conference Center’s RFP. He informed the Board that there are two parties interested since the closing of the Parkway Plaza Hotel. They have investors who are interested in participating in an “Opportunity Zone”. He also explained there are two opportunity zone locations where the center could be built. He stated “Both investors are interested in the downtown location.” The projected costs are between \$60,000,000 and \$70,000,000 dollars. “Since opportunity zones are a tax benefit offered by the government, federal grant money can only be spent on infrastructure and the Conference Center would have to be government owned.” Ms. Hahn stated there is a ten-year timeframe on these investments as well beginning in 2019 and ending in 2029, so investors are looking for projects that are ready to begin.”

Mr. Stack updated the new board members on the Master Plan that was created by KTGy. He is eager to share a power point presentation on the Master Plan for the new members. He stated “Mr. Daigle is also working with an architectural firm who is willing to create drawings for an 90,000 square foot indoor Sports Complex Center in the Western Opportunity Area (WOA). Both the conference center and sports complex are suggested buildings in the Master Plan document.”

Mr. Stack discussed that there was interest on one lot on Kraft Loop Road.

Mr. Stack asked Ms. Hahn to discuss the conference taking place next week. Ms. Hahn informed the Board that Council of Development Finance Agencies (CDFA) will be here on the 15th and 16th to survey the Opportunity Zones. There are scheduled meetings being held with

many of the local stakeholders. There will be a conference call set-up for debriefing on the 16th which will include BP.

- **Architectural Review**
- Mr. Opella had nothing to report.
- **Executive Committee**
No Report.

4. Election of Officers

Mr. Stacked announced nominations to the Board and the following members have agreed to serve for the year 2019:

- Chairman: Reed Merschat
- Vice Chairman: Ben Schrader
- Treasurer: Bob Chynoweth
- Secretary: Doug Follick

A motion was made by Mr. Opella and seconded by Mr. Hopkins approving the selection of committees and members. There being no further discussion, the Board proceeded to vote. The motion carried with all members present voting aye.

5. Establishment of Regular Meeting Dates and Times for Calendar Year 2019

A motion was made by Mr. Merschat and seconded by Mr. Follick that the Board establish the second Wednesday and, if needed, the fourth Wednesday, of each month as the regular meeting dates for the Board for the calendar year of 2019, with all meetings starting at 6:00 pm and that the normal meeting location will be in the Big Horn Conference Room of Casper Area Innovation Center, located at 2435 King Blvd., Casper, WY with one exception for the December Meeting being held at Three Crowns 1601 King Blvd., starting at 5:00 p.m. A special meeting to be held on June 28, 2019 to pay all unpaid invoices for the fiscal year. There being no further discussion, the Board proceeded to vote, and the motion carried with all members in attendance voting aye.

6. Establishment of Financial Institutions

A motion was made by Mr. Follick and seconded by Mr. Lane to have the official financial institutions for the year 2019 be Hilltop National Bank, the Wyoming Government. Investment Fund and the FIB Davidson Fund, aka as FIB Wealth Management. There being no further discussion, the Board proceeded to vote. The motion carried with all members present voting aye.

7. 2019 Committee Members and Tasks

The following committee and membership were presented by Chairman Merschat:

- Financial/Investment: Bob Chynoweth - Chair, Terry Lane and Ed Opella.
- Three Crowns Management: Doug Follick, Bob Chynoweth, and Jim Belcher ARAJPB Representatives.
- Jona/Refined Properties: Jerad Stack and Ben Schrader ARAJPB Representatives.
- Architectural Review Committee: Jerad Stack - Chair and Ed Opella.
- Platte River Commons Maintenance: Bob Hopkins - Chair, Terry Lane, and Jim Belcher.

- Executive Committee: Reed Merschhat - Chair, Ben Schrader - Vice Chair, Bob Chynoweth - Treasurer, and Doug Follick - Secretary.

8. Interaction with City and County Representatives – Specific Issues and Concerns

No report from either City Representative Hopkins or County Representative Opella.

9. Other

None.

10. Future Meetings/Agenda

- Regular Board meeting - February 13th, 6:00 pm at 2435 King Blvd., Big Horn Conference Room
- Three Crowns Management Committee - February 21st, 7:00 am, 2435 King Blvd., Big Horn Conference Room

Office Closures:

January 21st - Martin Luther King Day

January 22nd - 25th Office Closed

February 18th - Presidents' Day

11. Public Comment

There was no public comment.

12. Good of the Order

None.

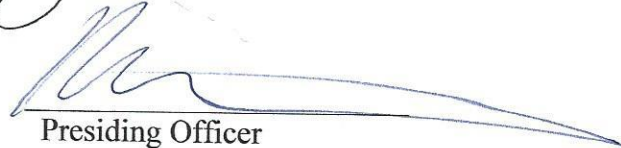
13. Adjournment

There being no further action by the Board, a motion was made by Mr. Opella and seconded by Mr. Follick to adjourn the meeting at 7:03 p.m. The motion carried with all members in attendance voting aye.

2/13/19
Date

2/13/19
Date


Board Officer


Presiding Officer



**Central Wyoming Regional Water System
Joint Powers Board**

1500 SW Wyoming Boulevard
Casper, Wyoming 82604
(307) 265-6063 • Fax (307) 265-6058

Board Members:

H. H. King, Jr.,
Chairman

Larry Keffer,
Vice-Chairman

Charlie Powell,
Secretary

Treasurer

Paul Bertoglio

Steve Freel

Mike Huber

Chris Walsh

Ken Waters

REGULAR JOINT POWERS BOARD MEETING AGENDA

Tuesday February 19, 2019 11:30 a.m.

**Regional Water Treatment Plant
Joint Powers Board Conference Room
1500 SW Wyoming Boulevard**

1. Announcements
2. Board Officer Elections
3. Approve Minutes – January 15, 2019 *
4. Approve Vouchers – February 2019 *
5. Approve Financial Report – January 2019 *
6. Operations Update
7. Public Comment
8. Old Business
 - a) Other
9. New Business
 - a) Consider Deduct Change Order No. 1 to the WTP Emergency Power Project No. 10-09 for a Price Deduction Amount of \$76,010 and Time Extension of 554 Days *
 - i) Consider Voucher 7986 for Wyoming Machinery in the amount of \$335,338.14 *
 - b) Consider Relinquishment of Remaining Funds of DWSRF Loan No. 115 WTP Emergency Power Project No. 10-09 in the amount of \$13,356.41 *
 - i) Consider Voucher 7987 for Wyoming Office of State Loans & Investments in the amount of \$78,347.84 *
 - c) Consider Approval of Signing Amended Promissory Note for DWSRF Loan No. 115 WTP Emergency Power Project No. 10-09 by the Board Chairman and Secretary Contingent Upon RWS Attorney Review and Approval *
 - d) Consider Agreement with Modern Electric, Co., for the Water Treatment Plant Variable Frequency Drive Project No. 18-101 in the Amount of \$95,000 *
 - e) Consider Agreement with HOA Solutions, Inc. for the WTP SCADA Improvements Project No. 17-038 in the amount of \$1,492,816 *
 - f) Consider Agreement with Hydro Inc. for Refurbishing Raw Water Pump No. 6 in the amount of \$29,601 *
 - g) Consider Resolution No. 19-01 for the Submittal of a WWDC Level II Grant Funding Application for the WTP Disinfection System Upgrade Project *
 - i) Consider Voucher 7988 for Wyoming Water Development Commission in the amount of \$1,000 *
 - h) Other
10. Executive Session – Potential Litigation
11. Chairman’s Report



New Board Member Orientation will be held following the Regular Meeting.

Next Meeting: Regular JPB Meeting – March 19, 2019

****Indicates Attachment***

**CENTRAL WYOMING REGIONAL WATER SYSTEM
JOINT POWERS BOARD**

MEETING PROCEEDINGS

January 15, 2019

A public meeting of the Central Wyoming Regional Water System Joint Powers Board (Board) was held Tuesday, January 15, 2019 at 11:30 a.m., in the Joint Powers Board Conference Room, Regional Water Treatment Plant, 1500 SW Wyoming Boulevard, Casper, WY.

Board Members Present - Chairman King, Vice-Chairman Keffer, and Board Members Bertoglio, Huber, Tasler, and Walsh. Secretary Powell and Board Member Johnson were absent.

City of Casper – Huber, Walsh, Bruce Martin, Brian Schroeder, Clint Conner, Janette Brown, Scott Baxter, Alex Sveda

Natrona County – Bertoglio

Salt Creek Joint Powers Board – King

Wardwell Water & Sewer District – Keffer

Pioneer Water & Sewer District – Tasler

Poison Spider Improvement & Service District –

Wyoming Water Development Office -

Sandy Lakes Estates -

Lakeview Improvement & Service District -

33 Mile Road Improvement & Service District –

Mile-Hi Improvement and Service District –

Central Wyoming Groundwater Guardian Team (CWGG) –

Others — Charlie Chapin – Williams, Porter, Day & Neville, P.C.

The Board meeting was called to order at 11:32 a.m.

1. In Announcements, Mr. Martin stated that Ms. Linda Tasler is in attendance and has the

proxy for Board Member Waters.

2. Chairman King asked for a motion to approve the minutes from the December 18, 2018 meeting. A motion was made by Vice-Chairman Keffer and seconded by Board Member Walsh to approve the minutes from the December 18, 2018 meeting. Motion put and carried.
3. Mr. Martin asked the Board to reference the updated voucher listing dated today and shown on the screen. Mr. Martin stated that six additional vouchers were added to the listing; voucher 7968 for Williams, Porter, Day & Neville, P.C. in the amount of \$3,381.74 for Legal Fees; voucher 7969 for Skogen, Cometto & Associates, P.C. in the amount of \$17,500.00 for Completion of the FY2018 Annual Audit; voucher 7970 for Casper Star-Tribune in the amount of \$542.76 for Advertisement for Bid for the WTP Variable Frequency Drive Project No. 18-101; voucher 7971 for Long Building Technologies, Inc. in the amount of \$6,521.61 for HVAC system repairs; voucher 7972 for KROHNE Inc. in the amount of \$4,362.39 for an 8-inch Mag Meter to be placed in Parts Inventory; and voucher 7973 for HDR, Inc. in the amount of \$27,465.28 for Wardwell Tank Repairs. Mr. Martin recommended approval of the vouchers and offered to answer any questions the Board may have on the voucher listing.

Chairman King asked for a motion to approve the January 2019 vouchers. A motion was made by Board Member Walsh and seconded by Vice-Chairman Keffer to approve the January 2019 voucher list to include voucher numbers 7960 through 7973 in the amount of \$402,732.98. Motion put and carried.

4. Mr. Martin asked the Board to reference the Gallons Produced table in the agenda packet. Mr. Martin stated that production for December 2018 was 162 MG, which is 4 MG less than the five year average of 166 MG. Mr. Martin stated that year to date production is 2.15 BG which is 120 MG less than the five year average of 2.27 BG.

Mr. Martin stated that Water Revenue for December is \$298,281.

Mr. Martin asked the Board to reference page 2 of the December 2018 Financial Report. Mr. Martin stated that year to date Water Sales are \$3.954 M, which is an increase of \$220,924 over last year due to the rate increase.

Mr. Martin stated that the Total Operating Expenses are \$1,722,283, which is a 3.75% increase over last year. Mr. Martin stated that these expenses include the additional WTP Operator, the increased Interdepartmental Charges, and additional chemical purchases due to the Surface Water Plant being in operation longer this past summer season.

Mr. Martin stated that the Net Assets increase year to date is \$1,655,205.

Chairman King asked for a motion to approve the December 2018 Financial Report as presented. A motion was made by Board Member Tasler and seconded by Board Member Walsh to approve the December 2018 Financial Report as presented. Motion put and carried.

5. Chairman King turned the time over to Mr. Schroeder for the Operations Update.

Mr. Schroeder stated that the WTP is in wintertime operations, which means staff is getting the WTP ready for summertime operations.

Mr. Schroeder stated that the Filter Clear Wells have been drained and inspected. Mr. Schroeder stated that this inspection required that confined space entry procedures be followed. Mr. Schroeder stated that the Filter Clear Wells were very clean. Mr. Schroeder stated that staff will now disinfect the Filter Clear Wells and fill them. Mr. Schroeder stated that inspecting the Clear Wells is required by DEQ and EPA every five years.

Mr. Schroeder stated that the Backwash Tank will be put into service in order for the 2.6 MG tank to be taken out of service, drained, cleaned, and inspected. Mr. Schroeder stated that the 2.6 MG tank will need repairs and recoated. Chairman King asked if divers could be used to inspect it. Mr. Schroeder stated that the last time it was inspected, divers were used. Mr. Schroeder stated that because staff knows the tank needs recoated outside, staff needs to get a really good look at the inside since ozone is used as the primary disinfectant and is corrosive.

Mr. Schroeder stated that last month three Raw Water pumps were pulled; two were replaced with new pumps and one was sent for repairs. Mr. Schroeder stated that the pump sent for repairs was fairly new; it was purchased in 2015 and installed in early 2016. Mr. Schroeder stated that the pump failed in August 2018. Mr. Schroeder stated that the pump was sent to a company to diagnose the issues to see if it could be repaired. Mr. Schroeder stated that the pump will need to be totally rebuilt. Mr. Schroeder stated that the rebuild will cost approximately \$40,000; a new pump would cost \$70,000. Chairman King asked if there was a warranty on the pump. Mr. Schroeder stated that there was a one-year warranty. Mr. Schroeder stated that he is pretty sure it was out of its tolerances when it came from the factory. Mr. Schroeder stated that these pumps are only used during the summer months, and because there are six Raw Water pumps, they are rotated so this pump did not have very many hours on it when it failed.

The time was turned over to Mr. Conner for the Transmission System Update.

Mr. Conner stated that last week there was a leak on the 42-inch waterline between the De-Gas and the 2.6 MG Tank. Mr. Conner stated that this is close to the area where COP tied in a tee for the Backwash Tank. Mr. Conner stated that COP came and dug up the waterline and found out a coupling on the 42-inch waterline was leaking; this is approximately three feet away from where COP was working. Mr. Conner stated that Distribution staff was able to tighten the bolts and get the leak stopped.

Mr. Conner stated that the WTP Maintenance staff replaced the mag meter in the Pioneer Booster and it will be tested for accuracy soon.

Mr. Conner stated that the Metro Road Booster pump has been returned after having the

internal coating redone. Mr. Conner stated that the pump has been installed and put back in service. Mr. Conner stated that while installing the pump, it was discovered that a washer from one of the swing check valves was holding it open. Mr. Conner stated that it was discovered that regular steel washers and bolts were used instead of stainless steel. Mr. Conner stated that staff will be going through all the check valves to make sure they are upgraded in order to avoid any issues in the future.

Mr. Conner stated that non-draining hydrants are being drained and other hydrants are being serviced in the RWS system. Mr. Conner stated that valve maintenance is also being done.

Mr. Conner stated that chlorine levels in the system are climbing and should be good until August.

6. There was no Public Comment.
7. There was no Old Business.
 - a. There was no Other Old Business.
8. In New Business:
 - a. Chairman King stated that he read the memo regarding the change order for the WTP Emergency Power Project and was confused. Mr. Martin stated that Mr. Alex Sveda with the City Engineering Department is in attendance to review the change order with the Board.

Mr. Sveda stated that this project has been delayed for over a year. Mr. Sveda stated that this project is funded with an SRF loan and substantial completion, which means the generator was working and functioning, was issued March 17, 2018. Mr. Sveda stated that the contractor has had issues getting items on the final completion punch list completed.

Mr. Sveda stated that this change order includes a request of 554 days, the additional fees included in the amendment with the Consulting Engineer for extra work that was required, and unused contingency funds. Mr. Sveda stated that the total of the deduct change order is \$80,185. Mr. Sveda stated that the project needs to meet final completion in order for the State to close out the SRF loan and put it into repayment status. Mr. Sveda stated that there are a couple of punch list items left to be completed. Mr. Sveda stated that at this point there won't be any other additional fees from the Consulting Engineer.

Chairman King asked if there were delays with the contractor getting supplies. Mr. Sveda stated that there were delays with getting supplies from sub-contractors, and there was a delay with getting the switch repaired. Mr. Sveda stated that there were also delays because the contractor had to wait for the WTP surface water plant to shut down for the season before testing could be completed.

Board Member Walsh asked if the 554 day extension is to be added starting now, or if it is an extension on the original contract completion date. Mr. Sveda stated that it is an extension on the original contract completion date. Board Member Walsh asked what the completion date is now. Mr. Sveda stated that the scheduled completion date is now February 19th. Mr. Martin stated that there is one additional test to be performed before final completion will be issued.

Mr. Martin informed the Board that no action is required on the change order today, as this is for informational purposes only. Mr. Martin stated that once the final test is completed, the change order will be brought back to the Board for consideration in February.

- b. In Other New Business, Mr. Martin stated that Mr. Scott Baxter with the City Engineering Department is in attendance today to discuss Change Order No. 4 with Landmark Structures in the amount of \$1,564.00.

Mr. Baxter stated that this project is essentially completed, but staff determined that waterline markers were not included in the original design, but should be installed on the new waterline outside of the tank site. Mr. Baxter stated that staff decided that since this is a low traffic area, plastic markers would be suitable. Mr. Baxter stated that there are eight marker posts that need to be installed for a total price increase of \$1,564.00. Mr. Baxter stated that these marker posts should be installed this week and substantial completion will be issued once they are installed.

Mr. Baxter stated that this project is funded by the State, and even though all the State funding has been expended, the WWDC has approved the installation of the waterline markers.

A motion was made by Board Member Walsh and seconded by Vice-Chairman Keffer to approve Change Order No. 4 with Landmark Structures for the Airport Elevated Water Storage Tank Project No. 14-48 in the amount of \$1,564.00. Motion put and carried.

9. A motion was made by Board Member Walsh and seconded by Board Member Tasler to adjourn from Regular Session into Executive Session to discuss potential litigation at 11:54 a.m. Motion put and carried.

A motion was made by Board Member Walsh and seconded by Board Member Bertoglio to open the Executive Session at 11:55 a.m. Motion put and carried.

A motion was made by Vice-Chairman Keffer and seconded by Board Member Bertoglio to adjourn from Executive Session back to Regular Session at 12:01 p.m. Motion put and carried.

10. In the Chairman's Report, Chairman King stated that the next regular meeting will be

held on February 19, 2019.

A motion was made by Board Member Walsh and seconded by Board Member Bertoglio to adjourn the meeting at 12:02 p.m. Motion put and carried.

Chairman

Secretary

**Central Wyoming Regional Water System
Joint Powers Board**

**UNAPPROVED VOUCHER LISTING
February 11, 2019**

VOUCHER NO.	VENDOR	DESCRIPTION	AMOUNT
7974	COP Wyoming LLC	Capital Expense – Water Leak Repair – Not associated with Backwash Tank	\$3,981.50
7975	WWC Engineering	Capital Expense – Westwinds Road Easement Acquisition PP#16	\$220.00
7976	Computer Professionals Unlimited, Inc.	Capital Expense – Security Camera Server	\$7,843.00
7977	Hitek Communications, Inc.	Capital Expense – Security Camera Installation	\$1,789.00
7978	Arcadis U.S., Inc.	Capital Expense – WTP Emergency Power PP#35	\$807.00
7979	ITC Electrical Technologies	Capital Expense – Install Filter #6 Mag Meter	\$1,836.28
7980	Hach Company	Capital Expense – Raw Water Surface Scatter Turbidimeter	\$4,883.70
7981	Ferguson Enterprises Inc. #109	Capital Expense – Corrosion Inhibitor System Parts	\$399.48
7982	City of Casper	Operations Reimbursement – Jan19	\$139,561.70
7983	Modern Electric Co.	Capital Expense – Retainage Release WTP Bulk Sand Crane Project 18-033	\$1,419.00
7984	City of Casper	Loan Payment	\$127,960.40
7985	Williams, Porter, Day & Neville, P.C.	Legal Expense – Jan19	\$3,381.74
		Total	\$294,082.80

*

City of Casper
 Business Services - Finance Division
 200 N. David
 Casper, WY 82601
 adminsvcs@cityofcasperwy.com
 (307)235-8400

INVOICE & 7982
STATEMENT OF ACCOUNT

CUSTOMER: CENTRAL WYO. REGIONAL WATER SYSTEM JPB
 1500 SW WYOMING BLVD.
 CASPER, WY, 82604

DATE: 2/1/2019

CUSTOMER ACCOUNT#: 2784

ACCOUNT SUMMARY

Invoices Due Upon Receipt

TRANSACTION DATE	INVOICE #	DESCRIPTION	STATUS	INVOICE AMOUNT/ CHARGES REMAINING
01/31/2019	171643	JANUARY 2019 OPERATIONS REIMBURSEMENT	CURRENT	\$139,561.70

January 2019 Total Reimbursement Invoice			
9010.00	Wages & Salaries Dir Labor - O&M		\$104,499.61
9020.00	Chemical Charge - O&M		\$15,200.16
9030.00	Utilities - O&M		\$8,560.63
9040.00	Supplies - O&M		\$6,326.79
9060.00	Training - O&M		\$100.00
9070.00	Major Maint, Repair, Replc - O&M		\$2,474.23
9080.00	Testing & Lab Services - O&M		\$1,120.65
9090.00	Other Reimbursable Costs - O&M		\$0.00
6025.10	Capital		\$1,279.63
	80-404000-5819 Invoice Total		\$139,561.70

NEW CHARGES	
PREVIOUS BALANCE	\$139,561.70
TOTAL AMOUNT DUE	\$139,561.70

Delinquent accounts over \$50.00 will be charged an interest penalty of 1.5% per month. Sending payment to cover delinquent invoices (invoice older than 30 days) will prevent further action with the City of Casper collection effort and possible refusal of all city services. Direct all questions about your statement to (307) 235-8400. Please disregard if full payment has been sent.

Make all checks payable to City of Casper and include this remittance stub with the invoices you are paying to ensure proper processing.

Mail Payments To:

City of Casper
 200 N David St
 Casper, WY 82601

CUSTOMER ACCOUNT#: 2784

TOTAL AMOUNT DUE: \$139,561.70

AMOUNT ENCLOSED: \$139,561.70

Pay Invoice(s): 171643

If invoice(s) are/is not listed monies received will be posted to the oldest invoice on the account.

City of Casper Wyoming
Expenditure Reimbursement Request
January 31, 2019

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
Albertsons - Pcard	Other Materials & Supplies	1/3/2019	00060588	29.96	Supplies for JPB Meeting Lunches
All-Out Fire - Pcard	Booster Station Supplies	1/10/2019	24030	120.00	Booster Fire Extinguisher Testing & Service
ALSCO - Pcard	Laundry & Towel	1/4/2019	LCAS1241155, LCAS1242521, LCAS1243833, LCAS1245113	145.08	Mats, Mops, Towels
Atlas Office Products - Pcard	Other Materials & Supplies	1/3/2019	44224-0	38.85	Cleaning Supplies
Atlas Office Products - Pcard	Other Materials & Supplies	1/3/2019	44224-1	103.20	Cleaning Supplies
Atlas Office Products - Pcard	Other Materials & Supplies	1/10/2019	44392-0	152.65	Binders, Note Pads, Index Tabs, Garbage Liners
Atlas Office Products - Pcard	Other Materials & Supplies	1/15/2019	44542-0	16.08	Index Binders
Black Hills Energy	Energy - Natural Gas	1/14/2019	RIN0029217	8,315.02	Natural Gas
Bobcat of Casper - Pcard	Vehicle Supplies	1/10/2019	22013	93.75	Vehicle Operations Manual
Casper Contractors Supply - Pcard	Other Materials & Supplies	1/2/2019	1508496	12.35	Tool - Flat Chisel
Casper Public Utilities	Sewer	1/2/2019	RIN0029166	22.95	Sewer Bill
Casper Public Utilities	Refuse Collection	1/2/2019	RIN0029166	113.00	Sanitation Bill
Casper Star-Tribune - Pcard	Advertising	1/18/2019	49855	43.54	JPB Meeting Advertisement
Coastal Chemical - Pcard	Vehicle Supplies	1/2/2019	0118317	47.96	Gasoline
Coastal Chemical - Pcard	Vehicle Supplies	1/15/2019	0118395	125.36	Gasoline
CVIC, Inc.	Other Materials & Supplies	1/14/2019	3474	5,018.00	OSHA Safety -Stairwell Railing
Dan Tanner	Clothing Allowance	1/14/2019	RIN0029215	79.73	Uniform Jeans
Dana Kepner - Pcard	Booster Station Supplies	1/10/2019	2228188-00	9.50	Parts for Pioneer Booster
Dana Kepner - Pcard	Booster Station Supplies	1/10/2019	2228183-00	168.80	Parts for Pioneer Booster
Dana Kepner - Pcard	Booster Station Supplies	1/15/2019	2228197-00	443.50	Parts for Pioneer Booster
Diamond Vogel - Pcard	Other Materials & Supplies	1/2/2019	726271285	6.50	Paint for Hallway
DPC Industries, Inc.	Chemicals	1/8/2019	737005629-18	7,055.16	Sodium Hypochlorite
Energy Laboratories - Pcard	Lab Testing	1/3/2019	205935, 206549, 206548	290.00	Aerobic Spores, TOC, UV254 Testing
Energy Laboratories - Pcard	Lab Testing	1/10/2019	206949	231.00	Aerobic Spore Testing
Energy Laboratories - Pcard	Lab Testing	1/16/2019	207489, 208315	268.00	Aerobic Spores, TOC Testing
Energy Laboratories - Pcard	Lab Testing	1/16/2019	208992	231.00	Aerobic Spore Testing
Energy Laboratories - Pcard	Lab Testing	1/25/2019	208375	22.00	Bacti Compliance Testing
Ferguson - Pcard	Equipment Repairs	1/18/2019	6313250	399.48	Parts for Corrosion Inhibitor System
Ferguson - Pcard	Other Materials & Supplies	1/16/2019	CR122857	16.31	Disinfectant for Clear Wells
Harbor Freight Tools - Pcard	Other Materials & Supplies	1/2/2019	027712	13.98	Rubber Wheels for Fan
Health Insurance	Health Insurance	1/10/2019		7,036.53	Health Insurance
Health Insurance	Health Insurance	1/24/2019		7,036.53	Health Insurance
Health Insurance Transfer	Transfers Out	1/10/2019		1,583.42	Additional Health Insurance Allocation
Hose & Rubber - Pcard	Equipment Repairs	1/2/2019	E04479-001	8.15	Parts for Actiflo Water Leak Repair
Interdepartmental Charges	Interdepartmental Services Fixed	1/10/2019		7,242.00	2 FTE's from Water Distribution
Interdepartmental Charges	Interdepartmental Services Fixed	1/10/2019		14,091.42	IT, Finance, HR, City Council, City Manager, City Attorney
Interdepartmental Services	Interdepartmental Services	1/10/2019		(2,067.50)	Reimbursement for Shared Employee
ITC Electrical Technologies	Equipment Repairs	1/8/2019	27740	1,286.40	Raw Water Pump #1 & #5 Repair
Manley Bros. of Indiana, Inc.	Chemicals	1/16/2019	0360218-IN	8,145.00	Actiflo Sand
Norco - Pcard	Instrumentation	1/10/2019	29390723801	25.00	Instrument Calibration

City of Casper Wyoming
Expenditure Reimbursement Request
January 31, 2019

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
Other Insurance	Other Insurance	1/10/2019		320.55	Other Insurance Benefits
Payroll	Personnel	1/10/2019		35,037.35	1/10/19 Payroll
Payroll	Personnel	1/24/2019		32,067.56	1/24/19 Payroll
Phone, Email, Internet, Wireless	Telecommunications	1/10/2019		90.00	Phone, Email, Internet, Wireless
Pizza Hut - Pcard	Other Materials & Supplies	1/25/2019	016657	79.70	Food for JPB Meeting
Stace Ryden	Training	1/8/2019	3792551	100.00	Level III Water Certification Exam
Sutherlands - Pcard	Other Materials & Supplies	1/18/2019	056507	96.76	Electrical Parts for Inventory
Sutherlands - Pcard	Other Materials & Supplies	1/18/2019	367979	(96.76)	Return Electrical Parts for Tax Removal
Sutherlands - Pcard	Other Materials & Supplies	1/18/2019	006729	92.15	Electrical Parts for Inventory
Tyler Technologies Inc.	Capital	1/8/2019	045-244271	70.00	Implementation of New Accounting Software
Tyler Technologies Inc.	Capital	1/8/2019	045-246916	122.18	Implementation of New Accounting Software
Tyler Technologies Inc.	Capital	1/8/2019	045-245203	1,066.45	Implementation of New Accounting Software
Tyler Technologies Inc.	Capital	1/22/2019	045-249600	7.00	Implementation of New Accounting Software
Tyler Technologies Inc.	Capital	1/22/2019	045-247769	14.00	Implementation of New Accounting Software
UPS - Pcard	Lab Testing	1/10/2019	00008F045W019	78.65	Lab Sample Shipping Fees
Verizon - Pcard	Telecommunications	1/10/2019	9817579681	19.66	Cell Phone
Wear Parts - Pcard	Booster Station Supplies	1/18/2019	354616	13.40	Parts for Metro Booster
Workers' Compensation	Workers' Compensation	1/10/2019		2,151.75	Workers' Compensation
Xerox - Pcard	Other Materials & Supplies	1/10/2019	095624544	211.64	Copier Lease
			Total	\$ 139,561.70	

Central Wyoming Regional Water System

Gallons Produced

Fiscal Year 2018-2019

Entity	Gallons of Water Produced							Year-to-Date
	1/31/2019	12/31/2018	11/30/2018	10/31/2018	9/30/2018	8/31/2018	7/31/2018	
Salt Creek JPB	2,435,213.265	2,292,788.776	1,989,107.143	3,207,681.633	3,920,891.837	5,665,450.000	6,443,328.571	25,954,461.224
Wardwell W&S	8,469,804.082	7,964,371.429	8,038,224.490	11,392,635.714	26,621,290.816	33,602,661.224	31,667,788.776	127,756,776.531
Pioneer	2,543,828.571	2,702,926.531	2,664,115.306	3,695,976.531	5,518,868.367	7,228,646.939	7,456,834.694	31,811,196.939
Poison Spider	541,785.714	907,908.163	1,920,714.286	660,204.082	838,928.571	1,123,316.327	1,104,132.653	7,096,989.796
33 Mile Road	915,051.020	771,581.633	673,367.347	718,367.347	1,052,602.041	1,379,591.837	1,029,081.633	6,539,642.857
Sandy Lake	624,918.367	556,811.224	637,488.776	993,687.755	1,460,154.082	1,923,954.082	1,711,074.490	7,908,088.776
Lakeview	108,629.592	118,917.347	116,483.673	230,795.918	542,930.612	690,248.980	756,117.347	2,564,123.469
Mile-Hi	661,802.041	399,297.959	389,194.898	385,222.449	579,183.673	801,223.469	756,579.592	3,972,504.082
City of Casper	149,804,594.347	146,670,053.939	142,907,352.082	191,727,832.571	435,800,063.000	521,120,523.143	525,811,093.245	2,113,841,512.327
Regional Water	(6,219,086.000)	(275,443.000)	(4,150,076.000)	(4,543,892.000)	(1,119,900.000)	(1,204,620.000)	(907,720.000)	(18,420,737.000)
TOTAL	159,886,541.000	162,109,214.000	155,185,972.000	208,468,512.000	475,215,013.000	572,330,996.000	575,828,311.000	2,309,024,559.000

TOTAL PRIOR YEAR (FY2018) GALLONS PRODUCED:

3,565,168,235.046

Central Wyoming Regional Water System

Water Rates Billed

Fiscal Year 2018-2019

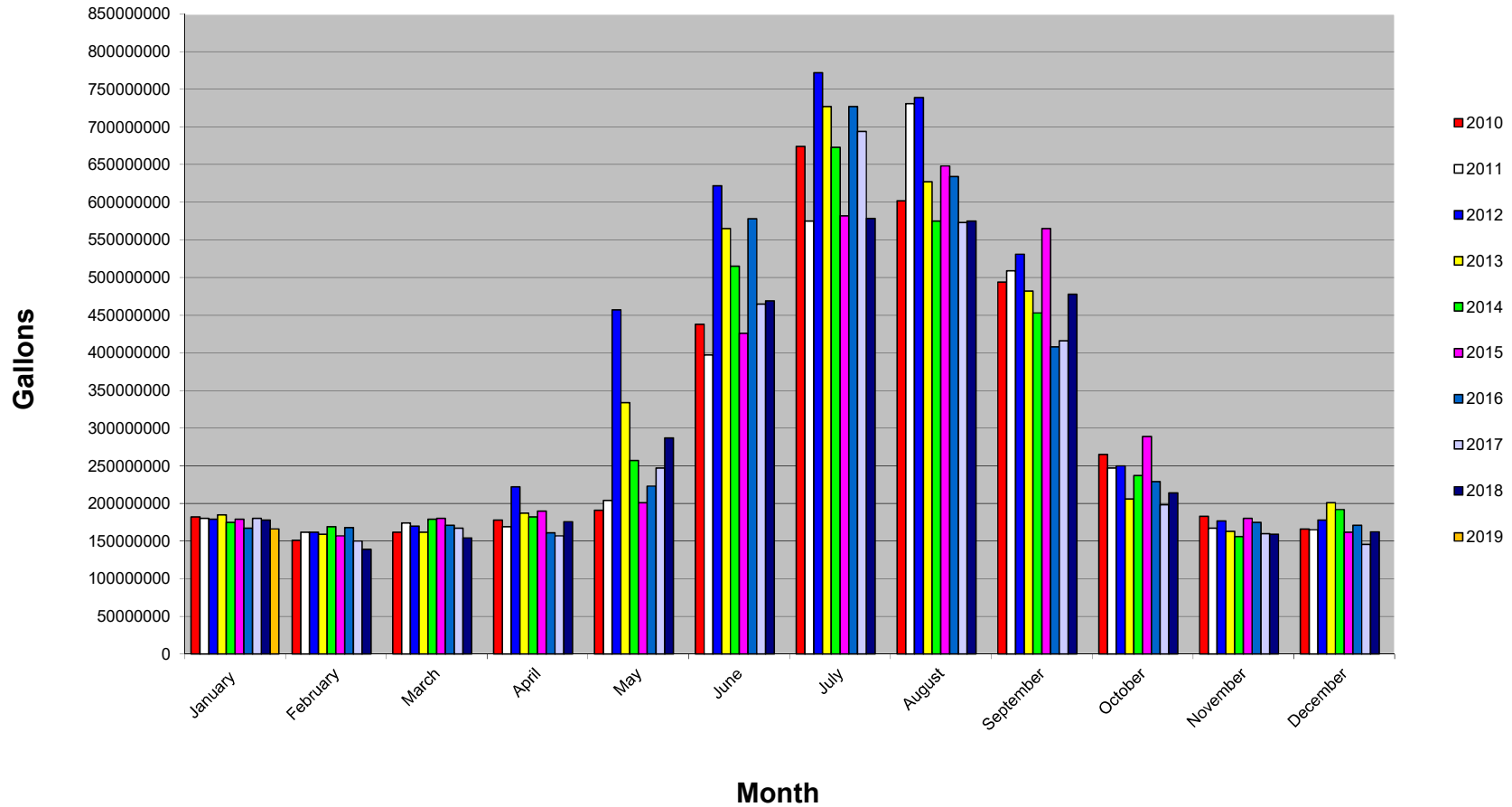
Entity	Water Rates Billed							Year-to-Date
	1/31/2019	12/31/2018	11/30/2018	10/31/2018	9/30/2018	8/31/2018	7/31/2018	
Salt Creek JPB	\$ 4,480.79	\$ 4,218.73	\$ 3,659.96	\$ 5,902.13	\$ 7,214.44	\$ 10,424.43	\$ 11,855.72	\$ 47,756.21
Wardwell W&S	\$ 15,584.44	\$ 14,654.44	\$ 14,790.33	\$ 20,962.45	\$ 48,983.18	\$ 61,828.90	\$ 58,268.73	\$ 235,072.47
Pioneer	\$ 4,680.64	\$ 4,973.38	\$ 4,901.97	\$ 6,800.60	\$ 10,154.72	\$ 13,300.71	\$ 13,720.58	\$ 58,532.60
Poison Spider	\$ 996.89	\$ 1,670.55	\$ 3,534.11	\$ 1,214.78	\$ 1,543.63	\$ 2,066.90	\$ 2,031.60	\$ 13,058.46
33 Mile Road	\$ 1,683.69	\$ 1,419.71	\$ 1,239.00	\$ 1,321.80	\$ 1,936.79	\$ 2,538.45	\$ 1,893.51	\$ 12,032.94
Sandy Lake	\$ 1,149.85	\$ 1,024.53	\$ 1,172.98	\$ 1,828.39	\$ 2,686.68	\$ 3,540.08	\$ 3,148.38	\$ 14,550.88
Lakeview	\$ 199.88	\$ 218.81	\$ 214.33	\$ 424.66	\$ 998.99	\$ 1,270.06	\$ 1,391.26	\$ 4,717.99
Mile-Hi	\$ 1,217.72	\$ 734.71	\$ 716.12	\$ 708.81	\$ 1,065.70	\$ 1,474.25	\$ 1,392.11	\$ 7,309.41
City of Casper	\$ 275,640.45	\$ 269,872.90	\$ 262,949.53	\$ 352,779.21	\$ 801,872.12	\$ 958,861.76	\$ 967,492.41	\$ 3,889,468.38
Regional Water	\$ (3,525.59)	\$ (506.82)	\$ (7,514.74)	\$ (8,239.36)	\$ (2,060.62)	\$ (2,216.50)	\$ (1,670.20)	\$ (25,733.83)
TOTAL	\$302,108.76	\$298,280.95	\$285,663.59	\$383,703.46	\$874,395.62	\$1,053,089.03	\$1,059,524.10	\$4,256,765.51

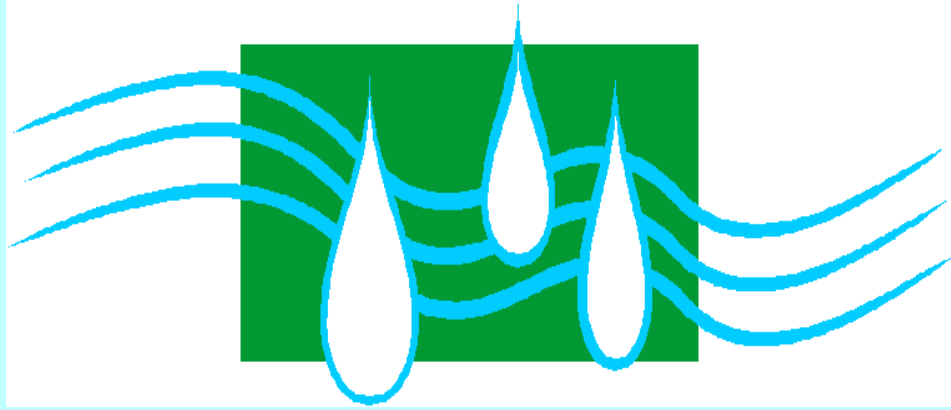
TOTAL PRIOR YEAR (FY2018) BILLING:

\$ 6,132,089.36

*Total water produced does not equate to total water billed due to credit given.

WTP PRODUCTION





Central Wyoming Regional Water System
Joint Powers Board

Monthly Compilation

January 31, 2019

Prepared by:
City of Casper
Finance Department

**Central Wyoming Regional Water System
Joint Powers Board
Balance Sheet
January 31, 2019**

ASSETS	<u>FY 2019</u>	<u>FY 2018</u>
Current Assets		
Cash and cash equivalents	\$ 5,591,818	\$ 4,392,971
Investments	521,580	512,282
Receivables from water service	306,447	304,281
Grant receivables	3,457	2,003,339
Interest receivable on investments	-	-
Inventory	476,770	405,475
Prepaid insurance	56,995	54,949
	<u>6,957,066</u>	<u>7,673,297</u>
Total Current Assets		
Capital Assets		
Land	580,874	580,874
Construction in Progress	9,612,119	3,362,491
Depreciable capital assets	78,373,887	78,163,991
Accumulated depreciation	<u>(43,649,567)</u>	<u>(42,793,553)</u>
Total Capital Assets	<u>44,917,313</u>	<u>39,313,802</u>
Total Assets	<u>\$ 51,874,379</u>	<u>\$ 46,987,099</u>
LIABILITIES		
Current Liabilities		
Accounts payable	\$ 139,562	\$ 170,724
Accrued interest	80,681	29,531
Accrued expenses	68,045	62,223
Retainage payable	119,280	117,861
Current portion of long-term debt	<u>1,809,009</u>	<u>1,753,696</u>
Total Current Liabilities	<u>2,216,577</u>	<u>2,134,036</u>
Noncurrent Liabilities		
Loans payable	<u>14,822,085</u>	<u>12,894,679</u>
Total Noncurrent Liabilities	<u>14,822,085</u>	<u>12,894,679</u>
Total Liabilities	17,038,662	15,028,715
NET ASSETS		
Invested in capital assets, net of related debt	28,286,219	24,665,427
Reservations		
General operating reserves	427,871	409,251
Emergency reserves	427,871	409,251
Debt service reserve - Loan	163,579	109,053
Water rights development	478,284	478,261
Capital replacement reserves	1,000,000	1,000,000
Capital improvements reserves	2,310,297	2,192,973
Undesignated reserves	<u>1,741,595</u>	<u>2,694,168</u>
Total Reservations	<u>6,549,497</u>	<u>7,292,957</u>
Total Net Assets	<u>34,835,717</u>	<u>31,958,384</u>
Total Liabilities and Net Assets	<u>\$ 51,874,379</u>	<u>\$ 46,987,099</u>

**Central Wyoming Regional Water System
Joint Powers Board
Statement of Revenues and Expenses
January 31, 2019**

OPERATING REVENUES	<u>FY 2019</u>	<u>FY 2018</u>	<u>Variance</u>	<u>Percent Variance</u>
Water sales	<u>\$ 4,256,766</u>	<u>\$ 4,037,269</u>	<u>\$ 219,497</u>	<u>5.44%</u>
Total Operating Revenues	4,256,766	4,037,269	219,497	5.44%
OPERATING EXPENSES				
Operating expenses	1,799,359	1,751,740	47,619	2.72%
Insurance	49,103	49,529	(425)	-0.86%
Legal	7,159	18,147	(10,989)	-60.55%
Auditing	<u>30,191</u>	<u>30,000</u>	<u>191</u>	<u>0.64%</u>
Total Operating Expenses	1,886,562	1,850,166	36,396	1.97%
Net Operating Income	2,370,203	2,187,103	183,101	8.37%
NONOPERATING REVENUE (EXPENSES)				
Interest income	68,373	35,394	32,979	93.18%
State Grant/Loan	317,719	4,679,883	(4,362,164)	-93.21%
Other income - system investment fees	51,788	62,426	(10,638)	-17.04%
Contributions	-	87,661	(87,661)	-100.00%
Capital expenses	(782,073)	(4,629,384)	3,847,312	-83.11%
Interest expense	(303,979)	(280,432)	(23,547)	8.40%
Investment fees	(105)	(136)	31	-22.81%
Depreciation	<u>-</u>	<u>(1,200,416)</u>	<u>1,200,416</u>	<u>-100.00%</u>
Total Nonoperating Revenue (Expenses)	(648,276)	(1,245,004)	596,728	-314.59%
INCREASE/(DECREASE) IN NET ASSETS	1,721,927	942,098	779,829	
NET ASSETS				
Beginning of Year	<u>33,113,790</u>	<u>31,016,286</u>		
YTD Balance End of Month	<u>\$ 34,835,717</u>	<u>\$ 31,958,384</u>		

BUDGET COMPARISON
As of January 31, 2019

		Original	CarryOver	Trans/Adjusts	Revised	Actual	Remaining	% of
		Budget	Encumbrances	YTD	Budget	YTD	YTD	Budget Used YTD
CWR WATER AGENCY FUND								
INTERGOVERNMENTAL								
80-404000-42200000122349	State Grant - RWS Airport Elevated Tank	(437,872.00)	-	-	(437,872.00)	-	(437,872.00)	-
80-404000-42290000000000	State Loan Proceeds	(1,300,000.00)	-	-	(1,300,000.00)	-	(1,300,000.00)	-
80-404000-42290000040000	State Loan Proceeds - Emergency Power	-	-	-	-	(98,198.08)	98,198.08	
80-404000-42290000071163	State Loan - RWS Backwash Water Supply	(212,710.00)	-	-	(212,710.00)	(218,959.03)	6,249.03	1.03
80-404000-42290000074189	State Loan RWS WTP SCADA Imp	-	-	-	-	(561.72)	561.72	
	TOTAL	(1,950,582.00)	-	-	(1,950,582.00)	(317,718.83)	(1,632,863.17)	0.16
CHARGES FOR SERVICES								
80-404000-44390000000000	Water Rate Revenue	(6,929,444.00)	-	-	(6,929,444.00)	(4,256,765.52)	(2,672,678.48)	0.61
80-404000-44410000000000	System Investment Charge Revenue	(98,500.00)	-	-	(98,500.00)	(51,788.00)	(46,712.00)	0.53
	TOTAL	(7,027,944.00)	-	-	(7,027,944.00)	(4,308,553.52)	(2,719,390.48)	0.61
INTEREST								
80-404000-46000000000000	Interest On Investments	(17,000.00)	-	-	(17,000.00)	(68,373.26)	51,373.26	4.02
	TOTAL	(17,000.00)	-	-	(17,000.00)	(68,373.26)	51,373.26	4.02
MISCELLANEOUS								
80-404000-47330000000000	Contributions	(300,000.00)	-	-	(300,000.00)	-	(300,000.00)	-
80-404000-47350000000000	Miscellaneous Revenue	(50.00)	-	-	(50.00)	0.09	(50.09)	-
	TOTAL	(300,050.00)	-	-	(300,050.00)	0.09	(300,050.09)	-
	TOTAL REVENUE	(9,295,576.00)	-	-	(9,295,576.00)	(4,694,645.52)	(4,600,930.48)	0.51

BUDGET COMPARISON
As of January 31, 2019

	Original Budget	CarryOver Encumbrances	Trans/Adjusts YTD	Revised Budget	Actual YTD	Remaining YTD	% of Budget Used YTD
CWR WATER AGENCY FUND							
PERSONNEL SERVICES							
TOTAL	-	-	-	-	-	-	
CONTRACTUAL							
80-404000-52000000000000	Consulting Fees	15,000.00	6,641.74	-	21,641.74	21,403.82	237.92 0.99
80-404000-52100000000000	Investment Fees	1,500.00	-	-	1,500.00	105.00	1,395.00 0.07
80-404000-52110000000000	Legal	15,000.00	-	-	15,000.00	7,158.69	7,841.31 0.48
80-404000-52120000000000	Accounting & Auditing	31,000.00	-	-	31,000.00	30,190.99	809.01 0.97
80-404000-52170000040000	Engineering Services - Emergency Power	-	10,054.26	-	10,054.26	10,054.26	- 1.00
80-404000-53200000000000	Insurance & Bonds	92,023.00	-	-	92,023.00	49,103.45	42,919.55 0.53
TOTAL	159,523.00	16,696.00	-	176,219.00	118,766.21	57,452.79	0.67
MATERIALS AND SUPPLIES							
TOTAL	-	-	-	-	-	-	
OTHER							
80-404000-58010000000000	Debt Service	1,881,758.00	-	-	1,881,758.00	1,049,577.88	832,180.12 0.56
80-404000-58040000000000	Interest Expense	536,410.00	-	-	536,410.00	292,918.18	243,491.82 0.55
80-404000-58190000000000	Reimbursable Contract Expenses	3,263,443.00	-	-	3,263,443.00	1,776,882.40	1,486,560.60 0.54
TOTAL	5,681,611.00	-	-	5,681,611.00	3,119,378.46	2,562,232.54	0.55
CAPITAL OUTLAYS NEW							
80-404000-55200000000000	Buildings	90,000.00	2,100.00	-	92,100.00	32,869.20	59,230.80 0.36
80-404000-55200000040000	Buildings - WTP Emergency Power Loan	-	449,427.14	-	449,427.14	449,427.14	- 1.00
80-404000-55300000000000	Improv. Other Than Bldgs.	45,000.00	5.88	-	45,005.88	5.88	45,000.00 -
80-404000-55400000000000	Light Equipment	10,000.00	-	-	10,000.00	9,750.00	250.00 0.98
80-404000-55800000000000	Technologies	8,000.00	-	-	8,000.00	-	8,000.00 -
TOTAL	153,000.00	451,533.02	-	604,533.02	492,052.22	112,480.80	0.81
CAPITAL OUTLAYS REPLACEMENT							
80-404000-57200000000000	Buildings	75,000.00	12,580.00	-	87,580.00	12,580.00	75,000.00 0.14
80-404000-57300000000000	Improv. Other Than Bldgs.	3,577,000.00	448,693.06	-	4,025,693.06	533,281.31	3,492,411.75 0.13
80-404000-57300000000349	Improv Other Than Bldgs-Airport Tank Mch	-	152,465.60	539,662.00	692,127.60	471,959.71	220,167.89 0.68
80-404000-57300000042189	Improv. Other Than Bldgs.-WYDOT W. Winds	-	5,449.09	-	5,449.09	5,449.09	- 1.00
80-404000-57300000071163	Improv Other Than Bldgs-Backwash Water	-	54,010.79	-	54,010.79	54,010.79	- 1.00
80-404000-57300000074189	Imp O/T Bldg RWS WTP SCADA IMP	-	-	-	-	561.72	(561.72)
80-404000-57300000122349	Improv Other Than Bldgs-Airport Tank Gr	-	539,664.07	(539,662.00)	2.07	1.85	0.22 0.89
80-404000-57400000000000	Light Equipment	32,000.00	-	-	32,000.00	-	32,000.00 -
80-404000-57600000000000	Intangibles	-	42,905.60	-	42,905.60	42,905.60	- 1.00
80-404000-57800000000000	Technologies - Replacement	29,130.00	-	-	29,130.00	12,331.00	16,799.00 0.42
TOTAL	3,713,130.00	1,255,768.21	-	4,968,898.21	1,133,081.07	3,835,817.14	0.23
TOTAL FUND EXPENDITURES	9,707,264.00	1,723,997.23	-	11,431,261.23	4,863,277.96	6,567,983.27	0.43
TOTAL CWR WATER AGENCY FUND	411,688.00	1,723,997.23	-	2,135,685.23	168,632.44	1,967,052.79	0.08
FUND TOTAL CHECK	411,688.00	1,723,997.23	-	2,135,685.23	168,632.44	1,967,052.79	0.08

**Central Wyoming Regional Water System
Joint Powers Board
Summary of the Treasury
January 31, 2019**

Operating Accounts at Hilltop Natl Bank	<u>Checking Accounts</u>	<u>Money Market Sweep Accounts</u>	<u>Reconciled Balance</u>	<u>31-Jan-19 Interest Earnings</u>	<u>Interest Rate</u>
Operating Fund Account	\$ 10,741.45	\$ 5,488,457.85	\$ 5,490,472.60	\$ 8,989.14	1.63%
Rate Stabilization Fund Account	10,770.22	83,207.07	93,977.29	128.95	1.63%
General Fund Reserve Account	7,368.10	-	7,368.10	-	0.00%
Total Hilltop Bank Account Deposits	<u>\$ 28,879.77</u>	<u>\$ 5,571,664.92</u>	<u>\$ 5,591,817.99</u>	<u>\$ 9,118.09</u>	

Money Market Investments at WGIF

Wyoming Government Investment Fund Total General Reserve	\$ 518,142.29	\$ 1,065.03	1.22%
Total Water Rights Reserve	\$ 1,156.05	2.38	1.22%
Total Capital Construction Reserve	\$ 2,281.28	4.69	1.22%
Total WGIF Deposits	<u>\$ 521,579.62</u>	<u>\$ 1,072.10</u>	

Certificates of Deposit at Hilltop Natl Bank

All certificates of deposit have been redeemed and funds moved to the Operating Account.

<u>Account Number</u>	<u>Original Purchase Date</u>	<u>Current CD Balances</u>	<u>Term</u>	<u>Interest Paid & Accrued YTD</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
28562	6/15/2011	\$ -	Cashed in	\$ -	5/14/2017	
28563	6/15/2011	-	Cashed in	-	6/7/2017	
28564	6/15/2011	-	Cashed in	-	6/7/2017	
28565	6/15/2011	-	Cashed in	-	6/15/2017	
28566	6/15/2011	-	Cashed in	-	6/15/2017	
28567	6/15/2011	-	Cashed in	-	6/15/2017	
28756	3/9/2012	-	Cashed in	-	6/2/2017	
Total Certificates of Deposit		<u>\$ -</u>		<u>\$ -</u>		

Total Money Market Funds \$ 6,093,244.54

Pledging Detail

Total Cash and Cash Equivalents	<u>\$ 28,879.77</u>	
	\$ 5,500,000.00	Amount Pledged
	\$ 4,950,000.00	90% of Amount Pledged
	<u>\$ -</u>	Cash Held over 90% of Pledged Amount


If number present, transfer from cash to investment pool may be necessary

Central Wyoming Regional Water System
 Joint Powers Board
 Aged Trial Balance
 By Fund
 January 31, 2019

Fund:	80	CWR Water System Agency						
Customer #		Customer Name						
Invoice #		Inv Date	Original Amount	Current	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
	1276	CITY OF CASPER PUBLIC UTILITIES						
	171698	1/31/2019	\$4,338.00	\$4,338.00				
***Customer Bal			\$4,338.00	\$4,338.00				
CustomerTotal							*	\$4,338.00
	2091	OFFICE OF STATE LANDS & INVEST.						
	171355	1/21/2019	\$561.72	\$561.72				
	171356	1/21/2019	\$2,895.00	\$2,895.00				
***Customer Bal			\$3,456.72	\$3,456.72				
CustomerTotal							*	\$3,456.72
	2594	LAKEVIEW IMPROVEMENT & SERVICE DISTRICT						
	171699	1/31/2019	\$199.88	\$199.88				
***Customer Bal			\$199.88	\$199.88				
CustomerTotal							*	\$199.88
	2595	SANDY LAKE ESTATES IMPROVEMENT DISTRICT						
	171700	1/31/2019	\$1,084.16	\$1,084.16				
***Customer Bal			\$1,084.16	\$1,084.16				
CustomerTotal							*	\$1,084.16
	2596	33 MILE ROAD IMPROVEMENT & SERVICE DISTRICT						
	171701	1/31/2019	\$1,573.84	\$1,573.84				
***Customer Bal			\$1,573.84	\$1,573.84				
CustomerTotal							*	\$1,573.84
	2597	POISON SPIDER WATER						
	171702	1/31/2019	\$996.89	\$996.89				
***Customer Bal			\$996.89	\$996.89				
CustomerTotal							*	\$996.89
	2598	PIONEER WATER & SEWER DISTRICT						
	171703	1/31/2019	\$1,514.59	\$1,514.59				
***Customer Bal			\$1,514.59	\$1,514.59				
CustomerTotal							*	\$1,514.59
	2599	WARDWELL WATER & SEWER DISTRICT						
	171704	1/31/2019	\$15,400.44	\$15,400.44				
***Customer Bal			\$15,400.44	\$15,400.44				
CustomerTotal							*	\$15,400.44
	2600	SALT CREEK CWRWS JPB						
	171705	1/31/2019	\$4,480.79	\$4,480.79				
***Customer Bal			\$4,480.79	\$4,480.79				
CustomerTotal							*	\$4,480.79
	2601	CITY OF CASPER-REGIONAL WATER						
	171706	1/31/2019	\$275,640.45	\$275,640.45				
***Customer Bal			\$275,640.45	\$275,640.45				
CustomerTotal							*	\$275,640.45
	5169	MILE-HI IMPROVEMENT & SERVICE DISTRICT						
	171707	1/31/2019	\$1,217.72	\$1,217.72				
***Customer Bal			\$1,217.72	\$1,217.72				
CustomerTotal							*	\$1,217.72
***Period Totals			\$309,903.48	\$309,903.48				
**Fund Total 80		CWR Water System Agency					*	\$309,903.48
**# of Customers				11				
****Grand Totals			\$309,903.48					
****# of Customers				11				
****Grand Total								\$309,903.48

January 31, 2019

MEMO TO: H. H. King, Jr., Chairman
Members, Central Wyoming Regional Water System Joint Powers Board

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Deduct Change Order No. 1
Contract with Wyoming Machinery Company
Water Treatment Plant Emergency Generator Project, No. 10-09

Recommendation:

That the Central Wyoming Regional Water System Joint Powers Board authorize of Change Order No. 1 with Wyoming Machinery Company, for the Water Treatment Plant Emergency Generator Project for a credit in the amount of \$76,010 and a time extension of 554 days.

Summary:

Wyoming Machinery Company (Contractor) is under contract for installation of an emergency generator for the Central Wyoming Regional Water Treatment Plant. Construction began in June 2016 with a contractual substantial completion date of April 27, 2017. Substantial completion was granted on March 23, 2018 with final completion pending final testing with Rocky Mountain Power.

The Contractor has requested a time extension of three hundred thirty (330) days for substantial completion and two hundred twenty-four (224) days for final completion, for a total of five hundred and fifty-four (554) days. The delays were caused by the Contractor's genset enclosure inability to meet the contract timeline, difficulties with genset SCADA integration, and power system shutdowns occurring during low-flow plant demands. Arcadis US, Inc., (Arcadis) is currently under contract with the Central Wyoming Regional Water System Joint Powers Board (Board) for the design and construction administration of the project. In January 2018, Amendment No. 2 was approved for additional funding, in the amount of \$42,000 to Arcadis, for construction administration beyond the contractual substantial completion date. To date, \$217,000 in liquidated damages have been withheld from the Contractor's payments due to project delays. It is not anticipated that the actual cost for delays will exceed Arcadis' Amendment No. 2 fee of \$42,000.

Change Order No. 1 includes credits of \$42,000 from Arcadis fees, \$1,000 for providing an alternate stair grating entry material to the new generator enclosure, and \$33,010 for unused project contingency. It should be noted that \$4,175 of additional contingency was used for site asphalt work, which was not previously accounted.

Arcadis and City Staff have reviewed Change Order No. 1 and recommend that the Board authorize Change Order No. 1 with Wyoming Machinery Company, at their February 19, 2019 meeting, for a total credit in the amount of \$76,010, and a time extension of 554 days.

R&A

Reese and Associates, P.A. Consulting Engineers

January 29, 2019

Alex Sveda, P.E., Project Manager
City of Casper
200 N. David
Casper, Wyoming 82601

Re: Central Wyoming Regional Water System - Water Treatment Facility Emergency Generator

Dear Mr. Sveda,

Enclosed are two separate documents related to the referenced project: Change Order No. 1 and the Final Pay Request. They should be considered sequentially by the Board, with the change order occupying the first position. The change order reflects our prior discussions. We have executed it and recommend approval by the Board. Should the Board agree and approve the change order, it is appropriate to consider the final pay application (Pay Request No. 3). We recommend the final pay request be approved by the Board as submitted (assuming the change order has been accepted).

Please note, at the time this letter and the attached documents were being prepared and executed there was one item remaining to be performed by the Contractor. This was a final, confirmatory demonstration of automatic power transfer from utility to generator and back. This event is scheduled to occur on January 31. Our recommendation is based on the assumption that this test was successful.

On behalf of the entire engineering team, we thank you for the opportunity provide services for this project. To say the least, delivering a final project that complies with the requirements of the documents has not been quick or simple. The end result is favorable testimony to your skills, the positive attitude of plant staff, the commitment of the Contractor to deliver the proper final product and the focus of the Board. Please pass our thanks along to all involved.

Should you have questions or require anything further, please call.

Very Truly Yours,



William D. Reese, P.E.

Encls.

CC: J.H. Ham
J. Knopp
R. Faber

CONTRACTOR'S
CHANGE ORDER FORM

Project: Central Wyoming Regional Water System
Water Treatment Facility Emergency Generator

Change Order #1

DATE OF ISSUANCE: January 21, 2019

CONTRACTOR: Wyoming Machinery Company

EFFECTIVE DATE: Upon Execution by Last Party

ENGINEER: ARCADIS, Inc.

OWNER'S CONTRACT NO: 10-09

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 2,357,219.00	Original Contract Calendar Days: Substantial Completion: 335 Days (04/27/17) Final Completion: 395 Days (06/27/17)
Net Changes from previous Change Orders No. \$ 0	Net change from previous Change Orders Subst. Comp. 0 Days - Final Comp. 0 Days
Contract Price prior to this change Order \$ 2,357,219.00	Calendar days prior to this Change Order Subst. Completion 335 Days (04/27/17) Final Completion 395 Days (06/27/17)
Net decrease of this Change Order (\$ 76,010.00)	Net increase of this Change Order #1 Substantial Completion 330 Days (03/23/18) Final Completion 244 Days (01/21/19)
Contract Price with all approved Change Orders \$2,281,209.00	Contract calendar days with all approved Change Orders Substantial Completion: 03/23/18 (665 Days from NTP) Final Completion: 01/21/19 (699 Days from NTP- includes 60 days between subst and final per contract)

CHANGES ORDERED:

I. GENERAL: This change order is necessary to cover changes in the work to be performed under this contract. The General Conditions, Supplementary Conditions, Specifications, and all part of the Project Manual listed in Article 1, Definitions of the General Conditions, apply to and govern all work under this change order.

II. REQUIRED CHANGES:

A reduction in price to reflect a change in scope related to unused contract contingency amounts (\$33,010), a credit for usage of a grating different than specified (\$1,000) and acceptance of a cost reduction settlement offer by the Contractor to cover costs to the Owner created by failure to meet contractual completion dates (\$42,000). See attached documentation.

III. JUSTIFICATION:

See attachments..

IV. PAYMENT:

The total contract amount is reduced by \$76,010.00.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgements

The aforementioned change and work affected thereby is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order requested by: Owner/Contractor/Engineer

Change(s) ordered by: Central Wyoming Regional Water System Joint Powers Board

RECOMMENDED BY:

Reese and Associates, Inc on behalf of
ARCADIS, Inc.

(Engineer)

By:



Authorized Signature

1/29/19

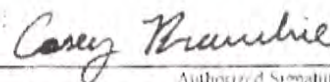
(Date)

ACCEPTED BY:

Wyoming Machinery Company

(Contractor)

By:



Authorized Signature

1-21-2019

(Date)

APPROVED BY:

Central Wyoming Regional Water System
Joint Powers Board

(Owner)

By:

(Authorized Signature)

(Date)



Reese and Associates, P.A.
Consulting Engineers

January 4, 2019

Central Wyoming Regional Water System Joint Powers Board
c/o City of Casper
200 N. David
Casper, WY 82601

Attn: Alex Sveda, P.E., Project Manager
Re: Water Treatment Plant Emergency Generator

Dear Mr. Sveda,

As you are aware, the referenced project is now nearing final completion. Exclusive of closeout paperwork, the only final punchlist items remaining are: (1) a final test to confirm proper start-up and operation of the system, (2) operation the confirmation that the genset enclosure exhaust fan does not draw too much current when the genset is operating and, (3) installation of an agreed upon fuel heater to replace the existing under-sized one. Should the fan over-draw power a solution has already been agreed upon. The Contractor has scheduled the first and second items for January 10, 2019 and projects the third item will be completed by January 21, 2019 at the latest. As a result, it is now timely to reach disposition on final payment.

The Contractor has requested a time extension to both the substantial and final completion dates that, if approved, would result in no assessment of liquidated damages. A copy of the request is attached. That said, the Contractor, in the same letter, has acknowledged the engineering extra costs incurred by the CWRWS resulting from the various protracted delays associated with completing this project. It is noted that the letter also offers and explanation as to how the vast majority of the delays were attributable to non-timely manufacturer performance, as opposed to delays caused directly by the Contractor. As a part of the acknowledgement of extra incurred costs, the Contractor has offered to have the total amount of those authorized engineering costs (\$42,000) be deducted via a change order from the final payment. This is offered as a settlement in lieu of liquidated damages assessment. The letter also articulates a variety of other costs incurred by the Contractor in an effort to deliver a high quality final product that complies with the requirements of the plans and specifications.

The contract controls the analysis of the legitimacy of a time extension request. The General Conditions Article 12.04 essentially says a time extension may be granted for delays beyond Contractor's control. The Engineer agrees that a significant portion of the delays were attributable to supplier/manufacturer performance, particularly associated with the E-Bldg manufacturer, the genset enclosure manufacturer and integration of the control systems into the existing plant control systems. There were also some

delays caused by the inability to accommodate requested system shutdowns due to flow conditions at the plant (beyond anyone's control). In addition to the language in the General Conditions relative to time extensions there is also contractual language in the Supplementary General Conditions (12.04A) that places the performance of the manufacturers under the Contractor's control. Literally interpreted, the non-performance of the manufacturer would not constitute a legitimate basis for granting a time extension. It is our conclusion that the settlement offer recognizes the Contractor exposure and covers all costs actually incurred by the CWRWS and is, therefore, reasonable. We, therefore, recommend acceptance of the offer.

Should the Joint Powers Board agree with our recommendation we will prepare a corresponding final change order. The final change order would contain the following elements.

Substantial Completion Time Extension:	330 Days to March 23, 2018
Final Completion Time Extension:	244 Days to January 21, 2019
Original Contract Amount:	\$ 2,357,219
Unused Contingency Amount	(\$ 37,185) (\$50,000 original amount on contract minus \$12,815 authorized usage)
Grating Credit	(\$ 1,000)
<u>Contractor Settlement Offer</u>	<u>(\$ 42,000)</u>
Total Final Contract Amount	\$ 2,277,034

Please advise whether the Joint Powers Board is in concurrence with the recommendations made herein relative to project closeout and we will prepare the associated documentation for execution. Should the Board reach a different conclusion than recommended please supply the details of their desired approach and we will prepare the documentation associated with the desired alternate approach.

In closing, we would be remiss to not acknowledge that this project has taken more time than any party would have preferred. That said we do believe the entire team stayed focused on securing for the Owner the desired product, one that complies with the requirements of the plans and specifications and one that will serve the Utility well for many years.

As always, please call should you have questions or wish to discuss this further.

Very Truly Yours,



William D. Reese, P.E.

Cc: J.H. Ham

w.d.reese@outlook.com

To: Casey Brauchie (cmbrauchie@wyomingcat.com)
Subject: CO #1 -Revised

Casey

This will confirm receipt of your recent email and acknowledge/update our letter dated January 4, 2019. That letter did not include consideration of additional contingency usage for asphalt work in the amount of \$4,175. The attached CO now includes and reflects that amount and other adjustments to the contract price, as correctly identified in the January 4, 2019 letter.

Please execute and return the CO according to our January 19, 2019 transmittal. In the interim, please call if you have questions or wish to discuss this further.

Bill



December 19, 2018

Wyoming Machinery Company
5300 West Old Yellowstone Hwy.
Casper, WY 82601
307-472-1000
www.wyomingcat.com

Mr. William D. Reese, P.E.
President
Reese and Associates, Inc.
273 Scarborough Terrace
Wellington, FL 33414

Dear Mr. Reese:

Wyoming Machinery Company would like to formally address the project timeline as it pertains to the time period since Substantial Completion was achieved, on March 23, 2018 until present for the Central Wyoming Regional Water System Joint Powers Board Water Treatment Facility Emergency Generator Project, City of Casper Project No. 10-09. Additionally the purpose of this letter is to address project timeline, liquidated damages, and project engineering costs in general as the project is coming to a close and all contractual items will be closed out in the near future. This letter is an attempt to begin the dialogue on all of these items and begin the process of closing out this project in a manner that is both expeditious and fair to all parties involved.

A previous letter, dated May 5, 2017, was written which covered a breadth of topics and reasons for Wyoming Machinery Company to have an extension granted on the substantial completion deadline with respect to reasons permitted by the project contract. Discussions took place after submittal and review of this letter that a decision on contract deadlines and associated time extensions and liquidated damages would be deferred until the end of the project where all parties would have the benefit of hindsight and seeing the end result. The request for extension in the aforementioned letter placed the requested extension date for Substantial Completion to June 29, 2017 (66 calendar days from April 27, 2017), however the Water Plant could not accommodate an outage until water flows subsided in the month of October at the very earliest. SCADA System and PLC integration between the Emergency Generator System and the existing plant software and equipment was a process that required the assistance of another contractor, Automation and Electronics, whose familiarity with the plant ended up requiring their involvement for this project. Wyoming Machinery paid for all of these added services, as it was not originally budgeted, planned, or necessarily spelled out in contract documents, specification, or drawings that Automation and Electronics was the only contractor who would be able to access and modify certain plant control screens to the requirements of the specification and the plant operators. Additionally, there were functions and modifications added to the control screens at the plant operators' request and beyond the specifications and contract documents that Wyoming Machinery added at additional time and expense of their own in the interest of delivering the best product possible to the end user. The additional time integrating the PLC and SCADA system, as well as the sensitivity of the plant to accommodate shutdowns, due to the understood nature of its operation led to the power cutover and initial functionality



tests being completed in January 2018 with the final functionality tests and Substantial Completion being achieved on March 23, 2018. Due to the reasons stated in the letter dated May 5, 2017 and the subsequent reasons of the plant being unable to accommodate a power outage for cutover until October 2017, as well as the additional and unexpected work and involvement of another contractor to provide the desired integration of the P.I.C and SCADA system, and Wyoming Machinery's compliance throughout this process, Wyoming Machinery requests a time extension for Substantial Completion of 330 calendar days to the date of March 23, 2018, which was also the date granted for Substantial Completion.

As stated previously, Substantial Completion was requested and granted on March 23, 2018. The contract states that the contractor shall have 60 days from the time of Substantial Completion to obtain Final Completion without incurring associated liquidated damages at the rate of \$500/day. Applying this 60 day deadline to the date of March 23 yields a date of May 22, 2018. During this time Wyoming Machinery was to complete items on the "Final Completion" portion of the punch list provided by yourself and dated February 2, 2018. There were 44 items specifically listed on the punch list in the "Final Completion" section, and 12 additional items listed in a separate section associated with Final Completion but contingent upon another contractor completing water line work on site associated with another project. The aforementioned contractor completed their portion of work on the other project in late April at which point Wyoming Machinery went through several iterations of quoting various scopes of Asphalt and Concrete work based upon City's requests and items that were damaged by the other contractor. Eventually, costs were determined to be too high by the City of Casper for Wyoming Machinery to perform the concrete valley gutter work quoted, so Wyoming Machinery proceeded with performing Concrete and Asphalt work originally outlined by the contract, plus an additional, temporary, makeshift valley pan made with asphalt. Of the 56 items outlined by the punch list to be completed in order to obtain Final Completion, the most significant items were related to completion of Asphalt, Concrete, and other Civil work (Bollards, Timbers, Rock, etc.) and installation of the separate Fused Switch that was required to be added between the Emergency Side Switch of the HVMDP and the 12.47 kV side of the Transformer.

Upon completion of the aforementioned Fused Switch, which took place on June 26, 2018, after unexpected and uncontrollable delays from suppliers on both the fused switch and the surge arresters, it was determined that the switch mechanism on the Emergency side of the HVMDP was incapable of closing. This issue made restoration of power to the emergency side of the system impossible, and although a fix was proposed by Wyoming Machinery for the week of July 9 (the next available non Holiday week), it was determined that due to high summer flow rates and water demand, the plant would not be able to accommodate an outage of any duration to fix the switch. Between the dates of the HVMDP switch failure in June, until October 23, Wyoming Machinery provided portable backup generators to temporarily power and charge UPS batteries, generator batteries, etc. as well as all associated diesel fuel, electrical cables, and electrician time on multiple occasions. Once water flow rates subsided to levels that allowed the plant to accommodate an outage and HVMDP repair in October, Wyoming Machinery also paid not only for Powergrid Solutions Technicians and Casper Electric Electricians to repair the switch, but also paid for an ABB field technician to fly out and witness the repair per Engineer request. Upon completing the repair and restoring utility power to the system, it was determined by the Powergrid Solutions technician that all components were functioning appropriately. At this time the Water Plant could not accommodate a system functionality test as they had issues with their equipment and wanted a return to normal operation as quickly as possible. A system functionality test was later requested, with options presented by the Engineer to remove PT wires on the ATS controller or have the Utility remove power from the plant. After consulting with the electrical subcontractor and supplier of the switchgear and electrical building, Wyoming Machinery decided that the most conclusive and least



invasive functionality test was to schedule Rocky Mountain Power to remove the utility feed to the plant and test the response and transfer of the emergency generator. This test was scheduled for December 19, 2018 and was attempted on that date. Prior to the outage, communication issues were identified with the emergency generator system. By the time these issues were fixed, the Water Plant had to resume normal operations and could not accommodate an outage. Another outage and test has been scheduled for Thursday, January 10, 2019, which is among the earliest dates that the WTP can accommodate an outage. Due to Wyoming Machinery's cooperation and the expenses incurred during the Final Completion stage of the project, based on the examples stated above, Wyoming Machinery would like to request an extension to move the Final Completion date 244 calendar days to January 21, 2019.

Wyoming Machinery had previously agreed to enter under contract with Arcadis to pay directly for engineering costs associated with this project that eclipsed the amount budgeted for by the City of Casper. This amount is stated to be \$42,000 according to a document executed by both Arcadis and the CWRWS Joint Powers Board on February 20, 2018. Wyoming Machinery agrees to pay this amount of \$42,000, in the form of a change order deduction to the total contract amount, which would be reflected on Wyoming Machinery's final invoice. Wyoming Machinery agrees to pay this \$42,000 of additional engineering costs as a settlement and in lieu of any liquidated damages associated with time delays. Wyoming Machinery feels that this agreement is fair, as these additional engineering costs are actual costs incurred by the City of Casper and Central Wyoming Regional Water System associated with the extended timeframe of this project, and the causes for the delays are due to reasons shared by multiple parties and for various reasons, but not due to negligence by Wyoming Machinery.

In summary, although Final Completion is expected to occur on January 21, 2019 a large portion of time elapsed between May 22, 2018 and January 21, 2019 (244 calendar days) was due to local water demand and the water plant being unable to accommodate an outage required to repair the failed HVMDP mechanism from late June until October 23, 2018. Wyoming Machinery also made several sacrifices during this time, such as providing portable generator sets and all associated fuel and electrician time on multiple occasions to provide a charge for generator batteries, UPS batteries, and verify functionality of all generator and electrical building devices, as well as agreeing to an extended warranty on the UPS batteries. To date, the only items on the punchlist that remain open are associated with final billing, verification of exhaust ventilation fan load during operation of the generator, and replacing the existing fuel heater. The new heater is scheduled to ship on January 7, 2018 and has been on order since October 5, 2018 after all parties finally came to an agreement on required heater size, and verified that the existing heater could not be re-wired for 208V. Upon the new heater arriving, the existing heater will promptly be removed and the new unit installed. The heater replacement will conclude the lone remaining physical modification to the entire project and the punch list (assuming that the amperage test on the exhaust ventilation fan indicates running amperage less than full load amperage during generator operation). Due to delays beyond Wyoming Machinery's control, as stated above, associated with local water demand, consensus on the required heating capacity of the fuel heater and best approach to obtain that heating capacity, and Wyoming Machinery's consistent progress, accountability, and cooperation throughout the entire project, we do not believe it is accurate or fair to impose the liquidated damages defined in the contract as it relates to substantial or final completion deadlines. Wyoming Machinery requests time extensions for Substantial and Final Completion of March 23, 2018 and January 21, 2019, respectively. In the past, Wyoming Machinery did agree to pay for additional Engineering Services incurred by the city related to the project taking longer than anticipated to complete in the sum of \$27,500. This amount has been updated to reflect engineering costs incurred through the present date and to complete the project of \$42,000. Wyoming Machinery agrees to pay for additional engineering services incurred in the amount of \$42,000 in the form of a change order deduction to the total contract amount reflected on the final invoice

Wyoming MACHINERY
COMPANY
POWER SYSTEMS



in lieu of the liquidated damages associated with time delays outlined in the contract. Wyoming Machinery believes that paying for these additional engineering services with the City of Casper and Central Wyoming Regional Water System Joint Powers Board as the project concludes is a more fair and reasonable solution than imposing the liquidated damages defined by the contract based on the many examples of Wyoming Machinery's accountability and cooperation throughout the duration of the project.

Sincerely,

Casey Brauchie
Power Systems Engineering Manager

December 28, 2017

Subject: Water Treatment Plant – Emergency Generator project
Central Wyoming Regional Water System Joint Powers Board

This letter documents an alternate payment agreement between the Central Wyoming Regional Water System Joint Powers Board ("RSWJPB"), Arcadis U.S., Inc. ("Arcadis"), and Wyoming Machinery Company ("WYM"). Due to increased costs during the construction of the Emergency Generator Project, Arcadis has requested a change order of \$27,500 to the contract "Emergency Power Project – Central Wyoming Regional Water System Water Treatment Plant" dated January 24, 2011. The RSWJPB agrees that the additional fees are reasonable and has requested that WYM pay Arcadis' invoices directly.

Additional Fees

In the original contract between RSWJPB and Arcadis, Phase II (Construction Services) was budgeted for \$96,500 and was estimated to require 10 months from the notice to proceed to substantial completion. The construction period began in July 2016, is currently 18 months long and has not yet achieved substantial completion. Based on the extended schedule and the additional effort to review and respond to the contractor submittals, the construction services effort is significantly larger than originally anticipated. The proposed change order of \$27,500 will cover the remaining submittal reviews, generator startup period, record drawings, punchlist, and closeout. The proposed budget assumes that the generator startup period will occur in January 2018. The costs will be billed as time and materials in accordance with the original contract. The Arcadis invoices will also include subcontractors J.H. Ham Engineering, Inc. and Edge Engineering Group, LLC.

Terms and Conditions

The terms and conditions of the original contract between RSWJPB and the Arcadis will still apply for the remainder of the construction project. RSWJPB will remain Arcadis' client. The only difference will be that WYM will pay Arcadis' invoices through the remainder of the project. WYM will not be Arcadis' client.

Conflict of Interest Waiver

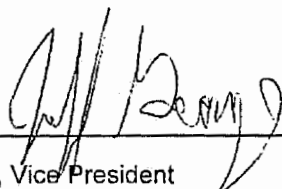
All parties are aware that the potential for a conflict of interest exists, given that both RSWJPB and WYM will have paid Arcadis for its services on this project. This potential would be magnified in the event of a dispute among the parties regarding the quality of the work product or the cause(s) of delay. For example, if Arcadis is called upon to take a position with respect to any dispute, RSWJPB, WYM, or both could allege a conflict of interest against Arcadis in the form of bias resulting from the fact that the other party has paid Arcadis during the course of the project. This is only one example and is not meant to be exclusive. RSWJPB and WYM have each considered the potential for a conflict of interest and nevertheless provide their informed consent to waive any and all Arcadis actual or potential conflicts of interest resulting from this arrangement.

Payment Terms

The WYM agrees to pay the Arcadis' invoices within 30 days of the invoice date. If the WYM does not pay the invoices within 30 days of the invoice date, Arcadis reserves the right to stop work and WYM then authorizes the RSWJPB to pay Arcadis the invoiced amounts from retainage funds withheld from the construction contract between RSWJPB and WYM.

Signed on _____ by:

H. H. King, Jr, Chairman
Central Wyoming Regional Water System Joint Powers Board



Jeff George, Vice President
Wyoming Machinery Company

Janis Lutrick, Region Manager
Arcadis U.S., Inc.

AMENDMENT NO. 2
TO THE
CONTRACT FOR PROFESSIONAL SERVICES
WITH THE
CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD
FOR ADDITIONAL ENGINEERING SERVICES
FOR THE
WATER TREATMENT PLANT EMERGENCY GENERATOR PROJECT
PROJECT NO. 10-09

The Central Wyoming Regional Water System Joint Powers Board, Owner, hereby authorizes Amendment No. 2 to the Contract for Professional Services with Arcadis US, Inc. for the Water Treatment Plant Emergency Generator Project, No. 10-09, dated January 18, 2011, to extend the amount of compensation to the Engineer by a sum not to exceed Forty-Two Thousand and 00/100 Dollars (\$42,000.00). The total amount of compensation for the contract, including this Amendment, shall not exceed Three Hundred Five Thousand Nine Hundred and 00/100 Dollars (\$305,900.00) without written approval from the Owner.

It is agreed that the increase in the cost ceiling shall be reasonable compensation for performing additional construction administration services due to delays in construction, as discussed in a letter from the Engineer to the Owner dated January 29, 2018, attached hereto and marked as Exhibit "A."

Amendment No. 2, as described herein, is agreed to and accepted by the parties executing below:

For the Owner, the Central Wyoming Regional Water System Joint Powers Board,

dated this 22 day of February, 2018.

By: H. H. King, Jr.
H. H. King, Jr.

Title: Chairman

Attest: Charlie Powell
Charlie Powell

Title: Secretary

For the Engineer, Arcadis US, Inc.,

dated this 22 day of February, 2018.

By: Deborah A. Anderson

Title: Regional Manager

Attest: _____

Title: _____



Wyoming Machinery Company
City of Casper Project No. 10-09
Walkway Grating Credit Allowance

For Item 27 on the document entitled "Central Wyoming Regional Water System Water Treatment Plant Emergency Generator Punchlist" dated February 2, 2018, Wyoming Machinery Company will issue a credit in the exact amount of \$1,000.00 to the total contract value of City of Casper Project No. 10-09 for this item alone.

There has been extensive discussion on this matter, and while Wyoming Machinery Company's vendor for the generator enclosure access platforms and stairs maintains that the specifications were met per their interpretation, in an attempt to show good faith in reconciling this matter and the project overall, Wyoming Machinery Company has agreed to issue this credit.

Lukas Munsell, Director of Power Systems



R&A

Reese and Associates, P.A.
Consulting Engineers

September 17, 2017

Mr. Casey Brauchie, Project Manager
Wyoming Machinery Company
5300 West Old Yellowstone Highway
Casper, WY 82602

Re: CWRWS WTP Emergency Generator

Dear Mr. Brauchie,

You have forwarded a request for additional compensation on the referenced project for two items. One of the items includes unanticipated coating of concrete encased electrical conduits required by the City Inspector and not required by the documents or by Code and the other was related to the provision of some additional paving at the Owner's request. Copies of the breakdown you supplied are attached. Together, the proposed cost for these items equals \$12,615. The Owner has advised us they have evaluated the proposals and elected to accept them.

As you know, the project included a bid allowance of \$50,000. Upon completion, and in accordance with the procedure set forth in Section 01150, 1.06 please consider this as your authorization to proceed with the work and invoice it as part of the normal pay request process under the contingency line item. By copy we are advising the Owner of this authorization and confirming the above is consistent with their intent.

Should you have questions or require anything further on this matter, please call.

Very truly yours,

William D. Reese, P.E.

Cc: A. Sveda w/encl
J. H. Ham w/encl
M. Walsh w/encl
J. Knopp w/encl



Memorandum

Date: June 22, 2018
To: William Reese P.E., Reese & Associates
CC: Alex Sveda P.E., City of Casper, Jason Knopp
P.E., Edge Engineering
From: Tait Helmey via Andrew Boomgarden P.E., Project
Manager/Civil Engineer
Project: Water Treatment Facility Emergency Generator
Subject: Asphalt Valley Pan

Grizzly completed the parking lot paving which required additional asphalt work than we anticipated. Pricing was provided to replace the curb and gutter and valley pan but the city denied the requested price. Grizzly was directed to saw cut the valley pan to a standard 6'-6" width and saw cut the asphalt to straighten it out. Below is a breakdown of the additional cost.

- Materials:
 - o 6" Asphalt: 12 Tons x \$77/Ton = \$924.00
 - o 8" Grading "W" Base Course: 15 Tons x \$16.67/Ton = \$250.00
 - o Tack Coat: 4 Gallons x \$11.75/gallon = \$47.00
 - Materials Subtotal = \$1221.00

 - Equipment:
 - o Demolition:
 - Cat 420E Backhoe 1 hrs x \$145/hr = \$145.00
 - Saw Cut: 2 hrs x \$135.00 = \$270.00
 - o Grade and Place Base:
 - Cat 420E Backhoe 1 hrs x \$145/hr = \$145.00
 - Skidsteer: 1 hrs x \$123.00 = \$123.00
 - End Dump: 1 loads x 1 load/hr x \$110/hr = \$110.00
 - Roller/Compactor: 1 hr x \$100/hr = \$100.00
 - o Paving:
 - Skidsteer: 1 hrs x \$123.00 = \$123.00
 - End Dump: 1 loads x 1 load/hr x \$110/hr = \$110.00
 - Roller: 1 hrs x \$100/hr = \$100.00
 - Equipment Subtotal = \$1,226.00

 - Labor:
 - o 6 Laborers 4 hrs x \$72/hr = \$1,728.00
 - Labor Subtotal = \$1,728.00
- Total = \$4,175.00

Central Wyoming Regional Water System Joint Powers Board

1500 SW Wyoming Boulevard
Casper, Wyoming 82604
(307) 265-6063
Fax (307) 265-6058

VOUCHER NO. 7986

VENDOR NAME AND ADDRESS:

00575-0
Wyoming Machinery Company
PO Box 2335
Casper, WY 82602

APPROVED:

CENTRAL WYOMING REGIONAL WATER SYSTEM
JOINT POWERS BOARD

Chairman Date _____

City of Casper Representative Date _____

THE REGIONAL WATER SYSTEM IS TAX EXEMPT. DO NOT INCLUDE STATE OR FEDERAL TAXES ON YOUR BILL.

DATE	INVOICE #	DESCRIPTION	AMOUNT
01/31/2019	<u>10-09-3</u>	Capital Expense – WTP Emergency Power Construction	\$335,338.14
		PP#3	
		PO# S028231	
		Total	\$335,338.14

DISTRIBUTION OF CHARGES		
ACCOUNT #	AMOUNT	
6025.10	\$335,338.14	
80-404000-55200000040000		
<u>A.S. 01/31/19</u>		
Total	\$335,338.14	

VENDOR CERTIFICATION

I do solemnly swear that the within account is just and correct, and that no part of the same has been paid by the Central Wyoming Regional Water System Joint Powers Board or by any individual.

PLEASE SIGN AND DATE

Signature: _____

Agenda Item # 9 a i

Date: 1/31/19

This must be completed before payment can be made; vouchers must be fully ITEMIZED, SIGNED, and RETURNED for all purchases and services.

CONTRACTOR: Wyoming Machinery Company
 5300 West Old Yellowstone Highway
 Casper, WY 82602

Reese and Associates, Inc.
 273 Scarborough Terrace
 Wellington, FL 33414
 Telephone (561)248-5965

PROJECT NO.: 2016.001

PROJECT NAME: City of Casper, WY
 WTP Emergency Generator

PARTIAL PAYMENT ESTIMATE NO.: 3
DATE SUBMITTED: January 21, 2019
SUMMARY OF JOB STATUS:

PERIOD COVERED: December 1, 2017 THROUGH: January 21, 2019

CONTRACT DATA:

Bids Received February 16, 2016
 Notice to Proceed May 27, 2016
 Calendar days to Substantial Completion 335 days
 Calendar Days to Completion 395 days
 Original Completion Date Subst 4/27/17 Final 6/27/17
 Extension Allowed to Date (days) Subst 330 days Final 244 days
 New Completion Date Subst 3/23/18 Final 1/21/19
 Original Contract Amount (1) \$2,357,219.00
 Change Order No. 1 (\$75,010.00)
 Change Order No. 2
 Change Order No. 3
 Change Order No. 4
 Adjustments to Date
 Revised Contract Amount Subst 330 days Final 244 Days
 Percentage Complete (\$)(1)(K2) \$2,281,209.00
 Percentage Complete (line) 100.0%
 100.0%

Total Work Complete \$ 2,281,209.00
 Plus Materials Stored Onsite \$ 0
 Less Retainage (10%) \$ 117,860.95
 Less Previous Payments \$ 1,828,009.91
 Amount Due This Period \$ ~~459,400.00~~ 335,338.14
 Total Paid To Date (2) \$ 1,828,009.91

CONTRACTOR'S CERTIFICATION

As authorized agent for the Contractor, I, the undersigned hereby certify that to the best of my knowledge and belief, this is a true and correct statement of work performed and materials delivered. I further certify that the Contractor has good title for all materials delivered under this partial payment estimated and there are no vendors' liens, mechanics' liens or other liens or rights to liens against this job, and that all previous partial payments received under this Contract have been applied to discharge in full all of the Contractor's obligations reflected in prior partial payment requests and that hourly wages paid to all employees on this project for the period of this estimate are in accordance with the wage scale determination contained in the Contract documents.

OWNER
 Central Wyoming Regional Water System

ENGINEER
 Arcadis-US, Inc

CONTRACTOR
 Wyoming Machinery Company

By: _____

Inspector: _____

By: *Cory Traubie*

Date: _____

Date: *1/29/19*

Date: January 21, 2019

SCHEDULE OF VALUES

PROJECT: Central Wyoming Regional Water System - WTP Emergency Generator
 FOR PERIOD ENDING: January 21, 2019

CONTRACTOR: Wyoming Machinery Company
 TO ACCOMPANY APPLICATION NO. 3

REF. NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	COMPLETED TO DATE		NET PRESENTLY STORED	TOTAL COMPLETED AND STORED	PREVIOUS REQUESTS	AMOUNT REMAINING	THIS REQUEST
			%	AMOUNT					
1	Generator Pad	\$34,600.00	100	\$34,600.00	\$0	\$34,600.00	\$34,600.00	\$0	\$0
2	Electrical Equipment Building Pad	\$17,042.00	100	\$17,042.00	\$0	\$17,042.00	\$17,042.00	\$0	\$0
3	Partial Electrical Trenching, Conduit, Duct Bank, Grounding Grid Installation and other Site Work	\$399,715.00	100	\$399,715.00	\$0	\$399,715.00	\$399,715.00	\$0	\$0
4	Transformer (TEG1) and Concrete Pad	\$65,390.00	100	\$65,390.00	\$0	\$65,390.00	\$65,390.00	\$0	\$0
5	Site Services (Casper Electric and Grizzly Excavating Mobilization, Permits, Portable Restrooms, etc.)	\$41,745.00	100	\$41,745.00	\$0	\$41,745.00	\$41,745.00	\$0	\$0
	Note: Schedule of Values continued on the following page.								
TOTAL THIS SHEET		\$558,492.00	100	\$558,492.00	\$0	\$558,492.00	\$558,492.00	\$0	\$0
GRAND TOTAL		\$2,281,209.00	100%	\$2,281,209.00	\$0	\$2,281,209.00	\$1,826,005.91	\$453,199.09	\$453,199.09

SCHEDULE OF VALUES


PROJECT: Central Wyoming Regional Water System -- WTP Emergency Generator
 FOR PERIOD ENDING: January 21, 2019

CONTRACTOR: Wyoming Machinery Company
 TO ACCOMPANY APPLICATION NO. 3

REF. NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	COMPLETED TO DATE		NET PRESENTLY STORED	TOTAL COMPLETED AND STORED	PREVIOUS REQUESTS	AMOUNT REMAINING	THIS REQUEST
			%	AMOUNT					
1	Roadwork and Asphalt	\$109,284.00	100	\$109,284.00	\$0	\$109,284.00	\$65,570.40	\$0	\$43,713.60
2	Generator and Fuel Tank	\$642,994.00	100	\$642,994.00	\$0	\$642,994.00	\$636,564.06	\$0	\$6,429.94
3	Generator Startup / Testing	\$20,228.00	100	\$20,228.00	\$0	\$20,228.00	\$10,114.00	\$0	\$10,114.00
4	HVMDP	\$106,939.00	100	\$106,939.00	\$0	\$106,939.00	\$96,245.10	\$0	\$10,693.90
5	Electrical Building	\$468,199.00	100	\$468,199.00	\$0	\$468,199.00	\$421,379.10	\$0	\$46,819.90
6	PLCEG1	\$65,912.00	100	\$65,912.00	\$0	\$65,912.00	\$59,320.80	\$0	\$6,591.20
7	Partial Electrical Site Work	\$262,735.00	100	\$262,735.00	\$0	\$262,735.00	\$241,716.20	\$0	\$21,018.80
8	Site Work	\$52,792.00	100	\$52,792.00	\$0	\$52,792.00	\$50,152.40	\$0	\$2,639.60
9	On-Site Costs (Trailers, etc.)	\$19,644.00	100	\$19,644.00	\$0	\$19,644.00	\$18,661.80	\$0	\$982.20
10	Contingency	\$50,000.00	100	\$50,000.00	\$0	\$50,000.00	\$4,655.00	\$0	\$45,345.00
11	Change Order #1	(\$76,010.00)	100	(\$76,010.00)	\$0	(\$76,010.00)	\$0	(\$0)	(\$76,010.00)
TOTAL THIS SHEET		\$1,722,717.00	100	\$1,722,717.00	\$0	\$1,722,717.00	\$1,269,517.91	\$0	\$453,199.09
GRAND TOTAL		\$2,281,209.00	100%	\$2,281,209.00	\$0	\$2,281,209.00	\$1,828,009.91	\$0	\$453,199.09

February 19, 2019

MEMO TO: H. H. King, Jr., Chairman
Members, Central Wyoming Regional Water System Joint Powers Board

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Relinquishment to Loan Number DW115 with the Wyoming State Loan and Investment Board Water Treatment Plant Emergency Generator Project, No. 10-09

Recommendation:

That the Central Wyoming Regional Water System Joint Powers Board (JPB) authorize the relinquishment of \$13,356.41 in remaining funds of Loan Number DW115 (the Loan) with the Wyoming State Loan and Investment Board (OSLI).

Summary:

The JPB and OSLI executed a Drinking Water State Revolving Fund Loan Agreement in the amount of \$2,600,000. The required work under the loan agreement has been completed, and loan amounts remaining at this time are \$13,356.41. In order to begin repayment of the loan and be granted principal forgiveness for accrued interest, the JPB must relinquish the remaining funds of the Loan.

RELINQUISHMENT
TO
LOAN NUMBER DW115
BETWEEN
THE STATE OF WYOMING
AND THE
CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD,
NATRONA COUNTY, WYOMING
FOR THE
WATER TREATMENT PLANT EMERGENCY GENERATOR PROJECT
PROJECT NO. 10-09

The Central Wyoming Regional Water System Joint Powers Board, Natrona County, Wyoming ("JPB"), and the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board ("OSLI Board"), executed a Drinking Water State Revolving Fund Loan Agreement in the amount of Two Million Six Hundred Thousand Dollars and No/100 (\$2,600,000.00), together with interest thereon at a rate of two and one-half percent (2.5%) per annum for a term of twenty (20) years. Under the terms of the Agreement, upon completion of the project and prior to repayment of the loan, this loan shall be granted principal forgiveness up to twenty-five percent (25%) of the loan funds drawn against the increased amount only and not to exceed Two Hundred Twelve Thousand Five Hundred Dollars and No/100 (\$212,500.00). The JPB is required to pay the accrued interest in full at this time in order to be granted award of principal forgiveness.

At this time, the amount of the loan to be relinquished is \$13,356.41.

The JPB hereby relinquishes the above amounts to the OSLI Board.

dated this ____ day of _____, 2019.

By: _____

Title: Chairman _____

Attest: _____

Title: Secretary _____

Central Wyoming Regional Water System Joint Powers Board

1500 SW Wyoming Boulevard
Casper, Wyoming 82604
(307) 265-6063
Fax (307) 265-6058

VOUCHER NO. 7987

VENDOR NAME AND ADDRESS:

Wyoming Office of State Lands
and Investments
Herschler Bldg. 3 Floor West
122 West 25th Street
Cheyenne, WY 82002

APPROVED:

CENTRAL WYOMING REGIONAL WATER SYSTEM
JOINT POWERS BOARD

Chairman _____
Date

City of Casper Representative _____
Date

THE REGIONAL WATER SYSTEM IS TAX EXEMPT. DO NOT INCLUDE STATE OR FEDERAL TAXES ON YOUR BILL.

DATE	INVOICE #	DESCRIPTION	AMOUNT
01/15/2019	RIN0029307	Interest from Loan Number DW115	\$78,347.84

DISTRIBUTION OF CHARGES		
ACCOUNT #	AMOUNT	
5700.00	\$78,347.84	
80-404100-5804		
A.S. 01/17/19		

VENDOR CERTIFICATION

I do solemnly swear that the within account is just and correct, and that no part of the same has been paid by the Central Wyoming Regional Water System Joint Powers Board or by any individual.

PLEASE SIGN AND DATE

Signature: _____

Agenda Item

Date: _____ **# 9 b i**

This must be completed before payment can be made; vouchers must be fully ITEMIZED, SIGNED, and RETURNED for all purchases and services.

1/22/19

Wyoming Office of State Lands and Investments
Herschler Bldg. 3 Floor West
122 West 25th Street
Cheyenne, WY 82002
Phone: 307-777-6645

PAY OFF WORKSHEET

Borrower Name : Central Wyo Reg Water System JPB

Loan Number : DW115

Pay Off Date : 02/19/2019

Principal Balance	\$2,586,643.59
+ Interest Balance	\$78,347.84
+ Rate Fee Balance	\$ 0.00
+ Release Fee Amount	\$ 0.00
+ Unpaid Late Penalty	\$ 0.00

Pay Off = \$ 2,664,991.43

Per Diem interest amount = \$ 147.15

Please be certain check arrives by the above indicated payoff date.


Mail checks to: Wyoming Office of State Lands and Investments
Herschler Bldg. 3 Floor West
122 West 25th Street
Cheyenne, WY 82002

Thank you,

Rebecca Webb

February 19, 2019

MEMO TO: H. H. King, Jr., Chairman
Members, Central Wyoming Regional Water System Joint Powers Board

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorization of Amended Promissory Note with the Wyoming State Loan and Investment Board Water Treatment Plant Emergency Generator Project, No. 10-09

Recommendation:

That the Central Wyoming Regional Water System Joint Powers Board (JPB) authorize an Amended Promissory Note upon JPB Attorney approval, with the Wyoming State Loan and Investment Board (OSLI).

Summary:

The JPB and OSLI executed a Drinking Water State Revolving Fund Loan Agreement in the amount of \$2,600,000. Upon OSLI's acceptance of the relinquishment, OSLI will provide an Amended Promissory Note to establish the Loan repayment terms. Under the terms of the Loan Agreement, the JPB must start repayment of the loan within one (1) year of initiation of substantial completion, making the latest start repayment date March 15, 2019. It has been requested to expedite authorization upon review and approval of the JPB's Attorney in order to secure repayment start prior to March 15, 2019.

January 17, 2019

MEMO TO: H.H. King Jr., Chairman
Members, Central Wyoming Regional Water System Joint Powers Board

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Assistant Public Utilities Manager
Andrew Colling, Engineering Technician

SUBJECT: Authorizing an Agreement with Modern Electric, CO., in the amount of \$90,785.00, for the Water Treatment Plant Variable Frequency Drive, Project No. 18-101.

Meeting Type & Date

CWRWS Joint Powers Board Meeting
February 19, 2019

Recommendation

That the Central Wyoming Regional Water System Joint Powers Board (Board) authorize an Agreement with Modern Electric, Co., for the Water Treatment Plant Variable Frequency Drive, Project No. 18-101, in the amount of \$90,785.00. Furthermore, it is recommended that the Board authorize a construction contingency account in the amount of \$4,215, for a total project amount of \$95,000.00.

Summary

On Thursday, January 17, 2019, one (1) bid was received from contractors to perform the removal and replacement of a Variable Frequency Drive for the Groundwater High Service Pump at the Water Treatment Plant. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Modern Electric, Co.	Casper, Wyoming	\$90,785.00

By State Statute, all in-state bidders receive a five percent (5%) bid preference. As the low bid was received from an in-state Contractor, no bid preference was granted.

Work is scheduled to be completed by May 31, 2019. The estimate prepared by the City of Casper Engineering Department was \$95,000.00.

Financial Considerations

Funding for this project is included in the RWS FY19 Reserves.

Oversight/Project Responsibility

Andrew Colling, Engineering Technician, Public Services

Attachments

Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by RWS Attorney, 2019)

THIS AGREEMENT is made between the Central Wyoming Regional Water System Joint Powers Board, a Wyoming joint powers board, 1500 SW Wyoming Boulevard, Casper, Wyoming, 82604, hereinafter referred to as the "Owner," and Modern Electric Co., PO Box 2107, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

WHEREAS, the Central Wyoming Regional Water System Joint Powers Board desires to remove and replace a variable frequency drive at the water treatment plant; and,

WHEREAS, Modern Electric Co., is able and willing to provide those services specified as the WATER TREATMENT PLANT VARIABLE FREQUENCY DRIVE, Project 18-101.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the WATER TREATMENT PLANT VARIABLE FREQUENCY DRIVE, Project 18-101.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, hereinafter referred to as the "Engineer", which shall act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

Work will be considered substantially complete when all demolition, grading, and installations are complete. Final completion will be granted upon completion of a walk through with Owner's Representative, completion of punchlist, clean up of work site, and de-mobilization.

- 3.1 All work will be substantially completed by May 31, 2019, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by June 7, 2019. Substantial Completion shall include all Work required to make the project operational for its intended use including all paving and concrete work associated with the street, curb and gutter.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence under this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays,

expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Ninety Thousand Seven Hundred Eighty-Five and 00/100 Dollars (\$90,785.00), included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule).
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. NA.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 Technical Specifications, consisting of seven (7) sections.

- 8.13 Special Provisions, consisting of two (2) sections; (01810, 02040)
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2019.

(This space intentionally left blank)

APPROVED AS TO FORM:
(Water Treatment Plant Variable Frequency Drive, Project 18-101)

ATTEST:

CONTRACTOR:
Modern Electric Co.

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CENTRAL WYOMING REGIONAL
WATER SYSTEM JOINT POWERS
BOARD
A Wyoming Joint Powers Board

By: _____

By: _____

Title: Secretary

Title: Chairman, CWRWS

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

PROJECT IDENTIFICATION: City of Casper
WATER TREATMENT PLANT VARIABLE FREQUENCY
DRIVE,
Project 18-101

THIS BID SUBMITTED TO: Central Wyoming Regional Water System
Joint Powers Board
1500 SW Wyoming Boulevard
Casper, Wyoming 82604

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Central Wyoming Regional Water System Joint Powers Board 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 May 31, 2019, and completed and ready for final payment not later than June 7, 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 Central Wyoming Regional Water System Joint Powers Board'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>NONE</u>	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 Central Wyoming Regional Water System Joint Powers Board.
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: \$ 90,785.00

TOTAL BASE BID, IN WORDS: Ninety Thousand, Seven Hundred Eighty-Five ----- DOLLARS.

6. Bidder agrees that the work for the Central Wyoming Regional Water System Joint Powers Board will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Modern Electric Co. (Richard Vignaroli)
P. O. Box 2107
Casper, Wyoming 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 January 17, 2019.

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: Modern Electric Co. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: *Richard Vignaroli* (seal)
Richard Vignaroli, President

(Title)

(Seal)

Attest: *Dawn Clair*
Dawn Clair, Corporate Secretary

Business Address: 246 West First St.
P. O. Box 2107
Casper, Wyoming 82602

Phone Number: 307-266-1711

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE
WATER TREATMENT PLANT VARIABLE FREQUENCY DRIVE
Project 18-101
Casper, Wyoming

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

LS=Lump Sum
Bid Schedule

Description	Unit	Unit Cost	Total Cost
Remove and Replace Water Treatment Plant Variable Frequency Drive	LS	\$ 90,785.00	\$ 90,785.00

- **TOTAL BASE BID IN WORDS:**
Ninety Thousand, Seven Hundred Eighty-Five Dollars -----

This bid submitted by: Modern Electric Co.
 (Individual, partnership, corporation, or joint venture name)

February 7, 2019

MEMO TO: H.H. King Jr., Chairman
Members, Central Wyoming Regional Water System Joint Powers Board

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

SUBJECT: Authorizing an Agreement with HOA Solutions, Inc., in the amount of \$1,392,816.00, for the SCADA System Upgrades, Project No. 17-038

Meeting Type & Date

CWRWS Joint Powers Board Meeting
February 19, 2019

Recommendation

That the Central Wyoming Regional Water System Joint Powers Board (Board) authorize an Agreement with HOA Solutions, Inc., for the SCADA System Upgrades, Project No. 17-038, in the amount of \$1,392,816.00. Furthermore, it is recommended that the Board authorize a construction contingency account in the amount of \$100,000.00, for a total project amount of \$1,492,816.00.

Summary

On Tuesday, January 29, 2019, three (3) bids were received from contractors to perform SCADA system improvements at the Water Treatment Plant and various remotes sites. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
HOA Solutions, Inc.	Lincoln, Nebraska	\$1,392,816.00
ITC Electrical Technologies	Mills, Wyoming	\$1,632,670.00
McMillen, LLC	Boise, Idaho	\$3,372,800.00

By State Statute, all in-state bidders receive a five percent (5%) bid preference. ITC Electrical Technologies bid was not within 5% of the low bid.

Work is scheduled to be completed by May 30, 2020. The estimate prepared by HDR was \$1,600,000.00.

Financial Considerations

Funding for this project is through a DWSRF loan.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments

Recommendation Letter from HDR dated 2/7/19
Agreement



February 7, 2019

H.H. King Jr.
Chairman
CWRWS
200 N. David St
Casper, WY 82601

Project: CWRWS SCADA Systems Improvement
RE: Bid Award Recommendation

Dear Mr. King,

HDR has reviewed the bid packages submitted for the above referenced project.

Three Contractors submitted bids on January 29, 2019. The three bids were submitted on time, had the required documents included, and acknowledged addendum 1, addendum 2 and addendum 3. There were three discrepancies found during the bid review. HOA Solutions Inc. submitted a bid form that contained a \$1 difference between the total tabulated bid price and the written bid price, a bidders list that was incomplete, and EPA forms 6100-3 and 6100-4 were submitted incomplete. CWRWS –JPB reserves the right to reject all bids and waive irregularities. After discussions with State officials representing SRF and the CWRWS/City Staff it was determined that it would be acceptable to re-submit the forms after proper documentation was complete. The forms were resubmitted by HOA, Solutions Inc. correctly filled out.

The bids for the project are as follows:

Responsive Bidders		
Bidder	Base Bid	+5% WY Preference
HOA Solutions Inc.	\$ 1,392,816.00	\$ 1,462,457.80
ITC Electrical Solutions	\$ 1,632,670.00	-
McMillen, LLC	\$ 3,372,800.00	\$ 3,541,440.00
Engineer's estimate	\$1,600,000.00	-

The Engineer's Estimate was assembled by contacting contractors familiar with similar projects about their suggestions on what prices could be expected on a similar project, recent bid prices on similar projects, and calling suppliers for price quotes.

The low bidder was within the Engineer's estimate and is lower than the second low bidder plus 5% for WY Residency preference per State Statute.

WY SRF staff was contacted and provided copies of the bid submittals. After review SRF is in concurrence with awarding the bid to the low bidder, HOA Solutions, Inc.

Based on this evaluation, we would recommend that the CWRWS –JPB award the contract to HOA Solutions Inc. in the amount of \$ 1,392,816.00.

If you have any questions or comments concerning this recommendation, please contact me at 307-228-6010.

Sincerely,
HDR Engineering

Nick Van Wyhe, PE
Project Manager

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by CWRWSJPB Attorney, 2018)

THIS AGREEMENT is made between the Central Wyoming Regional Water System Joint Powers Board, a Wyoming Joint Powers Board, 1500 S.W. Wyoming Boulevard, Casper, WY 82604, hereinafter referred to as the "Owner," and HOA Solutions, Inc., 2601 West L Street, Suite #1, Lincoln, Nebraska 68522, hereinafter referred to as the "Contractor."

WHEREAS, the Central Wyoming Regional Water System Joint Powers Board desires to upgrade the SCADA System at the water treatment plant and various remote sites; and,

WHEREAS, HOA Solutions, Inc., is able and willing to provide those services specified as the SCADA SYSTEMS UPGRADE, Project 17-038.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the SCADA SYSTEMS UPGRADE, Project 17-038.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

Work will be considered substantially complete when all demolition, grading, and installations are complete. Final completion will be granted upon completion of a walk through with Owner's Representative, completion of punchlist, cleanup of work site, and de-mobilization.

3.1 All SCADA system upgrades will be substantially completed by March 1, 2020, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by May 30, 2020. Substantial Completion shall include all Work required to make the project operational for its intended use.

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 Five Hundred Dollars (\$1,500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner 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 One Million Three Hundred Ninety-Two Thousand Eight Hundred Sixteen and 00/100 Dollars (\$1,392,816.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-3, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

- 5.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.1.4 Should amounts owed by the Contractor to the Owner for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the Owner's general credit policy, those amounts may be deducted from the payment being made by the Owner to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the Owner. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Exhibit "A" - Bid Form (BF-1 to BF-5) and Bid Schedule (BS-1 to BS-3).
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 1-3.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 Technical Specifications, consisting of three (3) sections.

- 8.13 Special Provisions, consisting of fourteen (14) sections
- 8.14 Contract Drawings, consisting of ninety-eight (98) Sheets
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

ARTICLE 11. LABOR

The labor to be performed by the Contractor under this agreement may require the Contractor to comply with the Wyoming Preference Act of 1971, as amended, W. S. § 16 – 6 – 201 et seq. It is the legal responsibility of the Contractor to determine whether the identified Act is applicable to the Contractor while performing the services/labor detailed herein. Whether the Contractor determines that the identified Act is applicable, the Contractor shall be legally obligated to comply with the identified Act in all regards while providing labor upon the project herein described.

All questions relating to compliance of the Contractor under the Act should be addressed by the Contractor to:

State of Wyoming Department of Workforce Services
Casper Workforce Center
851 Werner Court, Suite 120
Casper, WY 82601
Phone #: 307 – 234 – 4591

Fax #: 307 – 266 – 1238

www.Wyomingworkforce.org

Through execution of this contract, the Contractor certifies that if the identified Act is applicable to this project, Contractor has met, and will continue to meet all obligations incumbent upon it as set forth under the identified Act throughout the term of the project identified herein.

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

APPROVED AS TO FORM:
(SCADA SYSTEMS UPGRADE, Project 17-038)

DATED this _____ day of _____, 2019.

ATTEST:

CONTRACTOR:
HOA SOLUTIONS, INC.

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CENTRAL WYOMING REGIONAL
WATER SYSTEM, CASPER, WYOMING

ATTEST:

By: _____

By: _____

Title: Secretary

Title: Chairman of the Board

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

PROJECT IDENTIFICATION: Central Wyoming Regional Water System
SCADA SYSTEMS UPGRADE,
Project 17-038

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by March 1, 2020, and completed and ready for final payment not later than May 30, 2020, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>12/21/2018</u>
Addendum No. <u>2</u>	Dated <u>1/3/2019</u>
Addendum No. <u>3</u>	Dated <u>1/21/2019</u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not

directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Pursuant to all bidding requirements, Specifications and Drawings, bidder proposes and agrees, if this Bid Form is accepted, to furnish all necessary supplies and materials, all construction materials and equipment, all labor and superintendence to construct the SCADA Systems Upgrade for the Central Wyoming Regional Water System specified or indicated in the Bidding Documents for the prices and in accordance with the schedule indicated in this Bid Form.
6. 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: \$ 1,392,817 6.00 ¹⁷

TOTAL BASE BID, IN WORDS: ONE MILLION THREE HUNDRED NINETY-TWO THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS. ¹⁷

7. Bidder agrees that the work for the City will be as provided above.
8. 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.
9. The following documents are attached to and made a condition of this Bid:
 - A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders, if bidding as a resident.
 - D. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
 - E. DBE Good Faith Effort Documentation form

- F. Bidders List (listing all entities, DBE or not, that submitted a quote to Bidder; see form)
 - G. EPA Form 6100-3---DBE Program Subcontractor Performance Form(s) (if using any DBEs)
 - H. EPA Form 6100-4---DBE Program Subcontractor Utilization Form (if using any DBEs)
10. Communications concerning this Bid shall be addressed to:

Address of Bidder: HOA SOLUTIONS INC
2601 West 2 Street
LINCOLN, NE 68522

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

Submitted on January 17, ~~2018~~: 2019

Bidder is bidding as a Non-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: HOA Solutions, Inc (seal)
(Corporation's or Limited Liability Company's Name)

Nebraska
(State of Incorporation or Organization)

By: Lincoln Williams (seal)
Lincoln Williams - President

(Title)

(Seal)

Attest: Debi Haack
Debi Haack

Business Address: HOA Solutions Inc
2601 West L Street
Lincoln, NE 68502

Phone Number: 402-467-3750

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE
SCADA SYSTEMS UPGRADE
Project 17-038
November 25, 2018
Casper, Wyoming

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

LS=Lump Sum, SY = Square Yards, SF= Square Foot, LF = Linear Foot, EA = Each, CY = Cubic Yard

Bid Schedule:

BID ITEM NO.	ITEM	BID UNIT	SCHEDULE QTY	TOTAL PRICE
1	Mobilization	LS	1	\$ <u>22,621</u>
2	Contract Bonds	LS	1	\$ <u>24,756</u>
3	Water Plant and Well Field SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.			\$ <u>946,247</u>
4	Airport Line Booster Station SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>15,538</u>
5	Airport Line Tank SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>7,438</u>
6	Claude Creek Tank SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>8,139</u>
7	Golf Course Tank SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>8,807</u>
8	Manor Tanks SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>7,388</u>
9	Metro Road Booster Station SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>21,634</u>

BID ITEM NO.	ITEM	BID UNIT	SCHEDULE QTY	TOTAL PRICE
10	Mountain Road Booster Station SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>15,346</u>
11	Mountain View Booster Station and Tank SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>23,429</u>
12	North Park Tank SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>20,528</u>
13	North Park Booster Station SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>15,034</u>
14	Oakcrest Booster Station SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>24,849</u>
15	Paradise Valley Tank SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>8,880</u>
16	Pioneer Booster Station SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>13,223</u>
17	Pioneer Tank SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>6,634</u>
18	Pratt Tanks and Booster Station SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>16,285</u>
19	Salt Creek Booster Station SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>17,949</u>
20	Salt Creek JPB Surge Tank SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>7,989</u>
21	Sandy Lakes Booster Station SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>14,828</u>

BID ITEM NO.	ITEM	BID UNIT	SCHEDULE QTY	TOTAL PRICE
22	Sandy Lakes Tank SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>9,232</u>
23	Southwest Booster Station SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>14,736</u>
24	Southwest Tank SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>8,403</u>
25	Sunrise I Booster Station and Tanks SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>30,288</u>
26	Sunrise II Booster Station and Tanks SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>15,811</u>
27	Sunrise III Booster Station and Tanks SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>23,269</u>
28	Valley Hills Tank SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>9,606</u>
29	Wardwell Tank SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>7,879</u>
30	Wardwell Booster Station SCADA Demolition and Upgrade SCADA System Integration Supplies, Furnishings, Hardware & Equipment, System Integration Labor & Misc.	LS	1	\$ <u>26,050</u>
TOTAL				\$ <u>1,392,817</u>

- TOTAL BASE BID IN WORDS:**
ONE MILLION THREE HUNDRED NINETY-TWO THOUSAND EIGHT HUNDRED SEVENTEEN

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

February 5, 2019

MEMO TO: H. H. King Jr., Chairman,
Members, Central Wyoming Regional Water System Joint Powers Board

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager
Brian Schroeder, Water Treatment Plant Manager

SUBJECT: Raw Water Pump Refurbishment

Meeting Type & Date

Regular Central Wyoming Regional Water System Joint Powers Board (JPB) Meeting Scheduled for February 19, 2019.

Action Type

Authorization

Recommendation

That the JPB, by motion, authorize the refurbishment of a Goulds Model VIT-FF raw water pump.

Summary

The River Intake Pump Station includes six raw water pumps. These pumps are vital to the surface water plant operations during the high water production months of summer. Raw water pump #6 was purchased in the fall of 2015 and installed in early 2016. The pump failed in late August of 2018.

Staff sent the pump to Hydro Inc. to diagnose the reason for the failure. Hydro discovered several issues including tolerances being out of specification, seized bearings, and a broken shaft. The pump had very few hours of operation and likely was defective from the factory. Unfortunately, the pump's one-year warranty has expired.

The pump can be rebuilt to better than new specifications for a cost of \$29,601. The cost of a replacement pump would be approximately \$60,000.

Financial Considerations

Funding for this project will come from RWS Reserves.

Oversight/Project Responsibility

Brian Schroeder, Water Treatment Plant Manager.

Attachments

Professional Services Agreement with Exhibit "A"

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this ____ day of February 2019, by and between the following parties:

1. The Central Wyoming Regional Water System Joint Powers Board, A Wyoming Joint Powers Board, 1500 SW Wyoming Boulevard, Casper, Wyoming 82604 ("Owner").

2. Hydro Inc., 115 West 56th Avenue, Denver, Colorado 80216 ("Contractor").

Throughout this document, the Owner and the Contractor may be collectively referred to as the "parties."

RECITALS

A. The Owner is undertaking a project to evaluate and refurbish Raw Water Pump #6.

B. The project requires professional services for the evaluation and refurbishing of Raw Water Pump #6 to original equipment manufacturer specifications or better.

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

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

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project: See attached Exhibit "A" as modified, Commercial Terms do not apply (Scope of Work).

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 15th day of March 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twenty-Nine Thousand Six Hundred One Dollars (\$29,601.00).

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 Contractor for services rendered in conformance with the Contract, and following approval by the Central Wyoming Regional Water System Joint Powers Board. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

[The rest of this page is intentionally left blank]

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

APPROVED AS TO FORM:

ATTEST

Central Wyoming Regional Water System
Joint Powers Board
A Wyoming Joint Powers Board

Secretary

Chairman

WITNESS

CONTRACTOR

Hydro Inc.
115 West 56th Avenue
Denver, Colorado 80216

By: Matthew Haisten

Printed Name: Matthew Haisten

Title: Account Manager

By: Jim Surkau

Printed Name: Jim SURKAU

Title: VP & GM

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Contractor from the Owner 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 Owner within five (5) business days of any assignment or transfer.

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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 Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. In the event that either of the parties hereto shall initiate suit against the other predicated in any manner upon this agreement, such suit shall be filed with the state or federal courts of the State of Wyoming located within Natrona County, Wyoming, which shall have the sole and exclusive jurisdiction over such claims. Through execution hereof, the Contractor concedes in personam and subject matter jurisdiction in relation to any claim relating to this agreement, which is pursued through litigation. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments

and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

The labor to be performed by the Contractor under this agreement may require the Contractor to comply with the Wyoming Preference Act of 1971, as amended, W. S. § 16 – 6 – 201 et seq. It is the legal responsibility of the Contractor to determine whether the identified Act is applicable to the Contractor while performing the services/labor detailed herein. If the Contractor determines that the identified Act is applicable, the Contractor then becomes legally obligated to comply with the identified Act in all regards while providing labor upon the project herein described.

All questions relating to compliance of the Contractor under the Act should be addressed by the Contractor to:

State of Wyoming Department of Workforce Services
Casper Workforce Center
851 Werner Court, Suite 120
Casper, WY 82601
Phone #: 307-234-4591
Fax #: 307-266-1238
www.Wyomingworkforce.org

Through execution of this contract, the Contractor certifies that if the identified Act is applicable to this project, Contractor has met, and will continue to meet all obligations incumbent upon it as set forth under the identified Act throughout the term of the project identified herein.

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

- b. *Option 2:* Contractor 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 Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor 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 Owner.

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

Contractor shall furnish the Owner 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 Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

- E. Contractor agrees to indemnify the Owner, the Owner'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 Contractor and any subcontractor thereof.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The 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.

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.

[The rest of this page is intentionally left blank]

Exhibit "A"



Hydro Inc.
115 W. 56th. Avenue
Denver, CO 80216
Phone: (303) 293-8775
Fax: (303) 293-8843
www.hydroinc.com

Date: 1/16/2019
Customer: Central Wyoming Regional Water System
Equipment Location: 1500 SW Wyoming Blvd. Casper, WY 82604

Attention: Mathew Mosteller
e-mail: mmosteller@cityofcasper.com
Phone: 307-265-6063

Reference: Hydro Sales Order #: 16301 Rev-1
Customer PO #: 340W7P1218-08

Subject: Repair of your Goulds, Model: VIT-FF, 1 Stage Pump
Serial Number: 624393

Dear Mathew,

Thank you for the opportunity to provide our services in the repair of your Goulds pump. The attached work scope and proposal are based on the results of a complete "As Found" inspection at our Denver Service Center.

Highlighted findings of the damage include.

- Impeller wear ring to bowl ring as Found clearance .034, API clearance is .019 to .020
- *Wear of bowl bushings. As Found clearance .0006 to .012 API clearance is .007 to .008*
- *Excessive clearance of column male to female fits .005 to .014. Hydro standard is .002 to .004 causing misalignment of pump shafting and premature wear and failure.*
- *Line Shaft seized in bearing and sheared shaft (See Picture Report)*

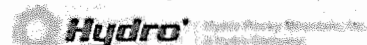
For your convenience, we have divided this proposal to include the following sections:

- Section No. 1 Detailed Recondition Requirements
- Section No. 2 Detailed Parts Requirements
- Section No. 3 Buy Out Requirements
- ~~Section No. 4 Pricing Summary and Commercial Terms~~

If you have any questions or need any additional information regarding this proposal, please feel free to contact us at any time.

Thanks for trusting Hydro Rocky Mountain with your pump repair and we look forward to serving the City of Casper.

Best regards,
Matt Haisten
Account Manager



Email: mhaisten@hydroinc.com
Phone: 307-247-9607
115 W. 56th Ave.
Denver, CO 80216
www.hydroinc.com

Section No. 1 - Detailed Recondition Requirements

Ref #	Qty	Part Name	Condition/ Recommended Scope	Material
RW1	1	Disassembly and Inspection	Disassemble pump: complete disassembly inspection report and as found disassembly photo process. Sandblast and inspect components. Prepare recommended work scope.	Na
RW2	1	Discharge Head	4 spot weld male motor stand register fit; Machine motor register fit and female column fit to obtain .002 clearance to column and motor stand; Clean and deburr, Paint all wetted areas with Tnemec N-140 POTA-POX PLUS coating; Paint head outside with customer specific black paint; Final inspect and prep for assembly	Steel
RW3	1	Stuffing box	Remove bearing; Install and secure new bearing Clean and deburr, Paint wetted areas with Tnemec N-140 POTA-POX PLUS coating; Final inspect; Prep for assembly	Steel
RW4	1	Motor Stand	Machine female register fit to head male fit to obtain .002 clearance; Clean and deburr, Paint with customer specific black paint; ; Final inspect; Prep for assembly	Steel
RW5	1	Suction bell	Remove bushing and sandblast complete;4 spot weld male register fit; Machine male register to obtain .002 clearance to bowl; Machine ring fit to accept new bowl wear ring; Clean and deburr, Paint wetted areas with Tnemec N-140 POTA-POX PLUS coating; Install bushing and wear ring and secure; Final inspect, Prep for assembly	Steel
RW6	1	Bowl	Remove bushing and sandblast complete;4 spot weld male register fit; Machine male register to obtain .002 clearance to column; Machine female register fit to obtain .002 clearance to suction bell; Clean and deburr, Paint wetted areas with Tnemec N-140 POTA-POX PLUS coating; Install bushing and secure; Final inspect, Prep for assembly	Cast Iron
RW7	1	Lower column	Remove bushing and sandblast complete;4 spot weld male register fit; Machine male register to obtain .002 clearance to column; Machine female register fit to obtain .002 clearance to bowl; Clean and deburr, Paint wetted areas with Tnemec N-140 POTA-POX PLUS coating; Install bushing and secure; Final inspect, Prep for assembly	Steel
RW8	2	Intermediate column	Remove bushing and sandblast complete;4 spot weld male register fit; Machine male register to obtain .002 clearance to column; Machine female register fit to obtain .002 clearance to column; Clean and deburr, Paint wetted areas with Tnemec N-140 POTA-POX PLUS coating; Install bushing and secure; Final inspect, Prep for assembly	Steel
RW9	1	Top Column	4 spot weld male register fit; Machine male register to obtain .002 clearance to discharge head; Machine female register fit to obtain .002 clearance to column; Clean and deburr, Paint wetted areas with Tnemec N-140 POTA-POX PLUS coating; Final inspect, Prep for assembly	Bronze
RW10	1	Impeller	Sand blast complete; Machine ring fit to newly engineered size; Clean and deburr; Balance 4 w/n @ 1800 RPM; Prep for assembly	Bronze
RW11	1	Head Shaft	Straighten to Hydro specifications; Spray and grind bearing fit with 416ss; Inspect; Prep for assembly	416ss PSQ
RW12	1	Bowl Shaft	Straighten to Hydro specifications; Spray and grind lower fit with 416ss; Inspect; Prep for assembly	416ss PSQ
RW13	1	Impeller Split Ring Set	Clean and deburr, prep for assembly	Steel
RW14	1	Impeller key	Clean and deburr, prep for assembly	416ss PSQ

Section No. 2 - Detailed Parts Requirements				
Ref #	Qty	Part Name	Condition/ Recommended Scope	Material
MN1	1	Stuffing Box Bearing	Manufacture New	Bronze
MN2	1	Suction Bell Bearing	Manufacture New	Bronze
MN3	1	Bowl Bearing	Manufacture New	Bronze
MN4	3	Column Bearing	New	Bronze
MN5	1	1 Bowl Wear Ring	Manufacture New	410ss
MN6	1	Shaft, Bowl to Column	Manufacture New	416ss
MN7	2	Line Shaft	Manufacture New	416ss
MN8	1	Top Shaft	Manufacture New	416ss
MN9	3	Shaft Coupling	Manufacture New	416ss

Section No. 3 - Buy Out Requirements				
Ref #	Qty	Part Name	Condition/ Recommended Scope	Material
BO1	1	Hardware Package	New	Na

Section 4 - Pricing Summary and Commercial Terms

Total Cost for Recondition Requirements..... \$21,682.00
 Total Cost for New Part Requirements..... \$6,669.00
Total Repair Cost..... \$28,351.00

~~Delivery:~~ We Estimate a Shipment of 4 Weeks from our Denver Service Center after receipt of an Electronic or Hard Copy Purchase Order.
~~Shipping Charges:~~ Pre Pay and Add (In and Out), pending other arrangements.
~~F.O.B.~~ Casper, WY. Estimated shipping cost is \$1,250.
~~Payment Terms:~~ Net 30
~~Pricing:~~ Less Applicable Taxes
~~Warranty:~~ Our Standard Warranty of One (1) year from shipment date shall apply to this order.

February 12, 2019

MEMO TO: H. H. King Jr., Chairman,
Members, Central Wyoming Regional Water System Joint Powers Board

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager
Brian Schroeder, Water Treatment Plant Manager

SUBJECT: Wyoming Water Development Commission (WWDC) Level II Grant Application

Meeting Type & Date

Regular Central Wyoming Regional Water System Joint Powers Board (JPB) Meeting Scheduled for February 19, 2019.

Action Type

Resolution

Recommendation

That the JPB, by resolution, authorize submittal of a Level II grant application to the WWDC for the Water Treatment Plant Disinfection System Upgrade Project.

Summary

Based on *Cryptosporidium* source water monitoring results obtained during the second round of the Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR) sampling, the Environmental Protection Agency (EPA) has placed a "Bin 2" classification on the Central Wyoming Regional Water System (CWRWS).

This Bin 2 classification requires additional *Cryptosporidium* treatment for both the ground and surface water treatment plants. By letter dated June 4, 2018, the EPA accepted the CWRWS's proposal for addressing the surface water treatment plant requirements with a modified operations plan. The EPA also accepted the CWRWS's proposal to address the ground water treatment plant requirements by upgrading the existing disinfection system to include ultraviolet light disinfection.

By letter dated September 13, 2018, the CWRWS informed EPA that a Level II (feasibility study) grant application would be submitted to the Wyoming Water Development Commission by the March 2019 application deadline. Upon approval, funding would be available in April of 2020.

Financial Considerations

There will be a \$1,000 application fee associated with this request.

Oversight/Project Responsibility
Bruce Martin, Public Utilities Manager

Attachments
Resolution

RESOLUTION NO. 19-01

A RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE WYOMING WATER DEVELOPMENT COMMISSION FOR COMPLETION OF A LEVEL II FEASIBILITY STUDY FOR THE WATER TREATMENT PLANT DISINFECTION SYSTEM UPGRADE.

WHEREAS, the Central Wyoming Regional Water System has need for a feasibility study for the Water Treatment Plant Disinfection System Upgrade; and,

WHEREAS, the disinfection system upgrade is required by the Environmental Protection Agency based on the Long Term 2 Enhanced Surface Water Treatment Rule; and,

WHEREAS, the Central Wyoming Regional Water System recognizes the need for this project, and accepts the impacts of this project; and,

WHEREAS, the Wyoming Water Development Commission has made available grants and loans for the purpose of assisting entities such as the Central Wyoming Regional Water System on this project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CENTRAL WYOMING REGIONAL WATER SYSTEM: That the Central Wyoming Regional Water System Joint Powers Board hereby authorizes submission of a Level II application to the Wyoming Water Development Commission for the Water Treatment Plant Disinfection System Upgrade Project.

PASSED, APPROVED, AND ADOPTED this 19th day of February 2019.

APPROVED AS TO FORM:

CENTRAL WYOMING REGIONAL
WATER SYSTEM JOINT POWERS
BOARD

Secretary

Chairman

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 19th day of February, 2019, by _____ as Chairman of the Central Wyoming Regional Water System Joint Powers Board

(Seal)

NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 19th day of February, 2019, by _____ as Secretary of the Central Wyoming Regional Water System Joint Powers Board.

(Seal)

NOTARY PUBLIC

My commission expires: _____

Central Wyoming Regional Water System

Joint Powers Board

1500 SW Wyoming Boulevard
Casper, Wyoming 82604
(307) 265-6063
Fax (307) 265-6058

VOUCHER NO. 7988

VENDOR NAME AND ADDRESS: 00790-0 WYOMING WATER DEVELOPMENT COMMISSION 6920 YELLOWTAIL ROAD CHEYENNE, WY 82002
--

APPROVED: CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD	
_____ Chairman	_____ Date
_____ City of Casper Representative	_____ Date

THE REGIONAL WATER SYSTEM IS TAX EXEMPT. DO NOT INCLUDE STATE OR FEDERAL TAXES ON YOUR BILL.

DATE	INVOICE #	DESCRIPTION	AMOUNT
2/12/2019	RIN0029305	Level II Funding Application Fee for the WTP Disinfection System Upgrade Project	\$1,000.00

DISTRIBUTION OF CHARGES		
ACCOUNT #	AMOUNT	
6365.20	\$1,000.00	
80-404000-5391		

<p style="text-align: center;">VENDOR CERTIFICATION</p> <p>I do solemnly swear that the within account is just and correct, and that no part of the same has been paid by the Central Wyoming Regional Water System Joint Powers Board or by any individual.</p> <p>UNABLE TO OBTAIN VENDOR SIGNATURE IN A TIMELY MANNER. DIRECTOR HAS REVIEWED VENDOR INVOICE AND HEREBY CERTIFIES THAT THE ACCOUNT OF SERVICES OR SALES CONTAINED THEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE.</p> <p>Initial:</p> <p>_____</p> <p>Date: <u>Dated above</u></p>
--

This must be completed before payment can be made; vouchers must be fully ITEMIZED, SIGNED, and RETURNED for all purchases and services.



THE STATE OF WYOMING

Water Development Commission

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002



WATER DEVELOPMENT PROGRAM APPLICATION

MUNICIPAL/JOINT POWERS WATER BOARD WATER SYSTEMS

Funding for projects is based on WWDC recommendations and is appropriated by the legislature from the Water Development Accounts. Legislative authorization is required before the WWDC can begin project work. Applications for projects to the Water Development Program **must** be submitted no later than **March 1**. It is helpful if the applications are received prior to the deadline.

Applicants seeking Level I reconnaissance studies or Level II feasibility studies for dams and reservoirs need not be an entity of local government. However, applicants for all other Level II feasibility studies and any Level III construction funding must be an entity of local government with taxing and/or assessment authority. Private corporations and individuals are not eligible for assistance. If the applicant is not such a public entity, indicate what steps have been taken to form such an entity in a cover letter for this application.

Note: If you are seeking Level III funding for a municipal or rural development project, this is the wrong application. You must complete the application entitled Level III Construction Funding for Municipal/Rural Domestic Projects and provide a feasibility study with detailed cost estimates prepared by a professional engineer registered in Wyoming.

APPLICATION REQUIREMENTS

- The person signing the application must have authority to commit the entity to a binding contract.
- A notarized copy of a resolution supporting this application passed by the board or other governing body of the entity must be provided.
- **A check for the \$1,000.00 filing fee must accompany the application.** If the application is denied, 75% of the application fee will be refunded to the applicant.
- A project area map (8.5" x 11" preferred) showing corporate boundaries, project location and features should be provided. Include any reports or other supporting information available.
- The project must include a minimum of 15 taps with meters on each tap.

I. ENTITY INFORMATION

Central Wyoming Regional Water System Joint Powers Board

1. Applicant – Name of Entity
 Joint Powers Board May 7, 1993

2. Type of Entity (Municipality, Joint Powers Board, etc.) 3. Year of Formation
 1500 SW Wyoming Blvd.

4. Physical Address (Street Address)

Casper	Natrona	Wyoming	82604	307-265-6063
--------	---------	---------	-------	--------------

5. City 6. County 7. State 8. Zip Code 9. Phone

10. Mailing Address (If Different From Above)



JOHNSON AND ASSOCIATES

Management Consulting Services

1036 Durango Drive
Douglas, WY 82633

Phone: 307-351-8614
Fax: 307-222-1922
E-mail: ejohnson@janda1.com

February 15, 2019

Charles Powell, Mayor
City of Casper
200 N. David Street
Casper, WY 82601

Dear Mayor Powell,

Casper Chief of Police Keith McPheeters brought to my attention that there has been discussion during recent Council meetings, as well as some disagreement voiced by some involved in those discussions, about the accuracy of the data included in the Alcohol and Crime in Wyoming report that is published yearly by the Wyoming Association of Sheriffs and Chiefs of Police. As the project manager and author of this report since its inception in 2005, I would like to provide some information for your consideration that may be helpful in future discussions.

First, this report only includes data relative to substance involvement in CUSTODIAL ARRESTS. It does not include data from persons who are arrested but who are not booked into jail. The data for this report comes from a one-page reporting form (that provides a lot of information about substance involvement in the crime involved) that is filled out by the arresting officer and/or booking office when the person arrested is processed into the detention center.

Second, this report may not be a complete accounting of ALL the custodial arrests made in the county. For a variety of reasons, officers involved may not always complete the form or fill the form out completely. Although the officers in Natrona County do an exceptional job of filling out and submitting the forms, I cannot attest that the report "captures" all the data from all the arrests in each of the individual jurisdictions in Natrona County.

I would encourage the City Council to do a trends analysis of substance-involvement in arrests using the Police Department's computerized records management system for the last five years. It would provide a more complete accounting and more accurate view of what's "happening" in the city. When I worked with Casper's Alcohol Committee (under Tom Pagel's tenure, and for a short period of time while Chris Walsh was the Chief of Police) we used the computerized records system to review Public Intoxication, DUI and Drug arrests in Casper and Natrona County EACH month. We plotted the trends and we discussed the possible reasons why the numbers were going up, down or staying the same.

Mayor, if it would help, I would be glad to make myself available to you or the City Council members to answer questions or concerns you may have about the numbers in the report or the issues involved. I have been working with communities across the state for the last eighteen years trying to find "answers" to the impact that substance abuse is having on crime in our state.

We are in the process of “crunching the numbers” and preparing the report for 2018. I’m hoping to have the report finished by late March. If you would like, I will also update the trend analysis for Casper for the last five years. It might be helpful to compare the trends established using the report’s data- collection effort with the police department’s computerized records management system.

Frankly, Wyoming - and the City of Casper - has a drinking problem. I say that as someone who has lived in this state all his adult life and someone who has been tracking the numbers for the last fifteen years. Although “other drug”-involvement in crime in Wyoming is on the increase, alcohol is still the drug that is driving most of the crime in our state.

I applaud the Casper City Council’s continuing efforts to address some of the underlying causes and would be glad to help in any way I can. You’ve done some good things in the past – as is evidenced by the city creating the DUI/Alcohol Court. Just let me know.

Sincerely,

Ernest L. Johnson

Digitally signed by Ernest L. Johnson
DN: cn=Ernest L. Johnson, o=Johnson and
Associates, ou, email=ejohnson@janda1.com,
c=US
Date: 2019.02.15 14:58:37 -0700

Ernest L. Johnson, Director of Services
Johnson and Associates
1036 Durango Drive
Douglas, WY 82633

DETENTION CENTER JOINT POWERS BOARD
October 2, 2018 MINUTES

Commissioner Rob Hendry called the meeting to order at 10:07 a.m. Members present were Commissioner Paul Bertoglio, Council Chris Walsh and Charles Moore. Others present were Steve Brown, Nick Martinez, Sheriff Holbrook, Treasurer Tom Doyle, Chief Deputy Clerk Tracy Good and Roger Brummond. Council Kenyne Humphrey was absent.

Approval of Meeting Minutes

Paul moved for approval the January 2, 2018 Meeting Minutes. Chris seconded the motion. Motion carried.

Financial Report

Tue ending balance as of September 20, 2018 was reported as \$38,226.37. Tracy reported she billed the City of Casper \$10,120 for the Water Softening System, but it does not look like payment has been received. Tracy gave a copy of the bill she sent to the City of Casper to Chris to investigate. Once payment is received the balance will be \$48,346.37. Chris moved for approval of the financial statement. Charles seconded the motion. Motion carried.

Tracy has requested the checks be cut separately to the County, NCCDJPB, HOJJPB accordingly for expenses. Chris will check with the City of Casper.

Building Report - Steve Brown, Property Manager

Currently the Detention Center has 1 boiler and 2 storage tanks in the old part of the jail that services 6 pods (25 cells to a pod/every cell has hot water). There is no back-up for the current system for hot water. The boiler appears to be original to the building, although tanks were replaced in 2009. Since maintenance took over this year the boiler has gone down 3 times; taking 3-4 days to get parts. 100-300 inmates have to be moved to medical to shower, which is a definite safety concern/problem. Getting parts for boiler is getting harder.

Maintenance is requesting 2 smaller boilers and 2 tanks to alternate usage and ensure 1 boiler is always available. Gas and ventilation is sufficient. JH Mechanical currently maintains the County's current systems; maintenance is most comfortable with; access to get parts and maintenance quicker.

Lochnivar is highly efficient with readily available parts; County has had very good luck for the last 7-8 years (the Courthouse has 3 boilers and Ag Building has 2 boilers). The tank less heater is on demand, but extra ventilation and different plumbing will be required.

Domestic Water Boilers: Removal & Installation of 2 Water Heaters and 2 Water Tanks
JH Mechanical-\$44,450.00

GW Mechanical-\$75,500.00
CK Mechanical-\$29,777.00
Arrowhead Plumbing & Heating (no response)

Chris moved to accept the bid from JH Mechanical in the amount of \$44,450.00. Charles seconded the motion. Motion carried.

Tracy will bill the City of Casper at the 40%.

Tracy asked how the City and County proposed to bring the account balance back up after this project. Rob reported the County will decide what account line to take their portion out of to keep balance as is.

Maintenance hopes this will be the last of the high dollar items that needs to be replaced. They have spent a lot of time cleaning stuff up and performing the proper maintenance from all the neglect though the years. Updating and maintaining water softeners has been cost saving and will continue to do so. Lighting and Ballasts have been changed to LED; cost saving and improved safety. Tracy will check into rebates with RMP. Overall Sheriff Holbrook is pleased with the service maintenance has provided. Currently Roger Brummond is the only certified locks person. Maintenance will be sending one more staff member to lock school in December 2018 at the cost of \$1,300.00 (class only). Expenses for the lock school will come out of the maintenance budget. Currently Roger Brummond is on-call at all times due to certification requirements.

Other Business

Approval of 2019-2020 Meeting Dates

Adjourn

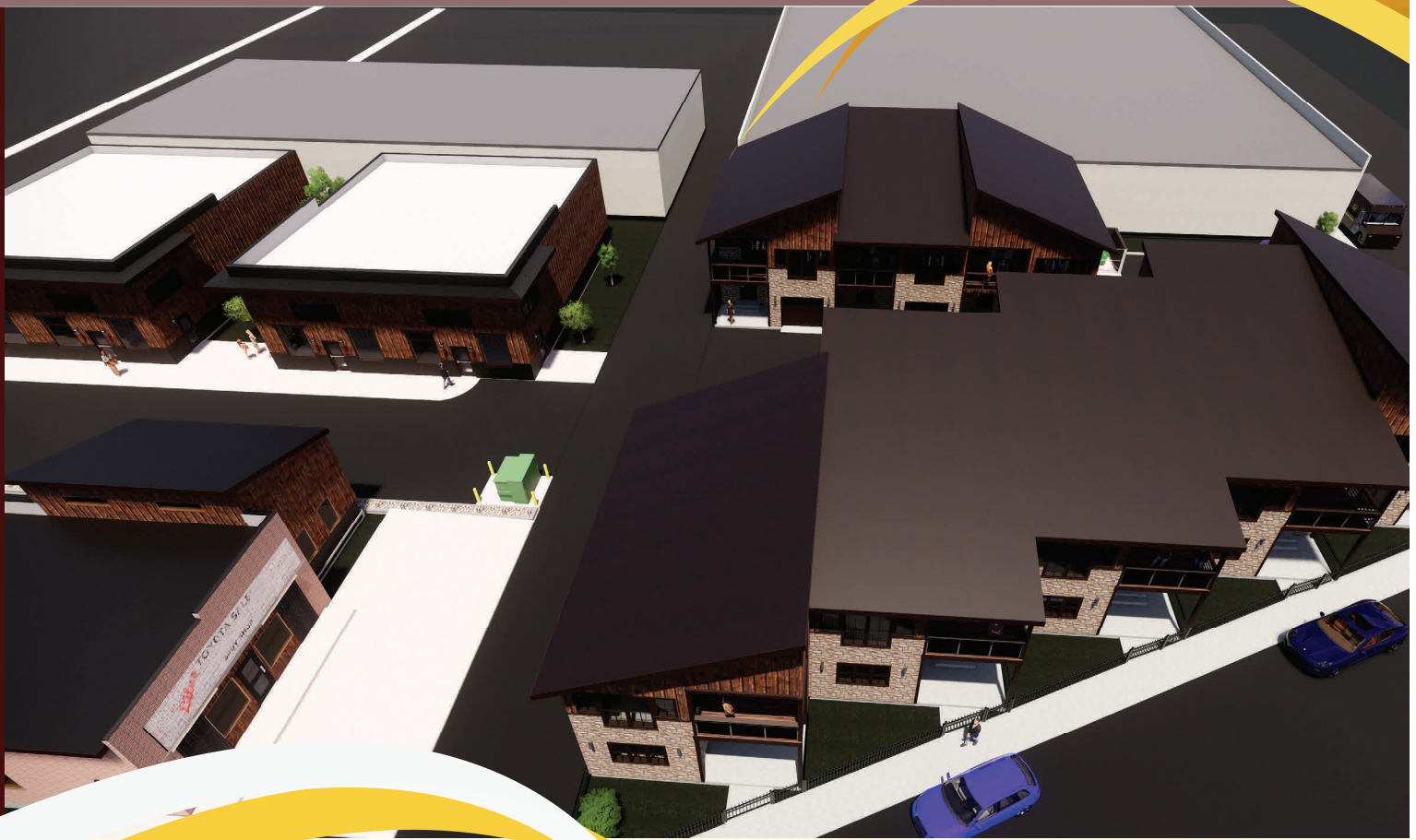
Charles moved for adjournment. Chris seconded the motion. Motion carried.

The meeting was adjourned at 10:50 a.m.

**HALL OF JUSTICE JOINT POWERS BOARD
DETENTION CENTER POWERS BOARD AGENDA
2019/2020 MEETING DATES**

January 15, 2019	10:00 am.	COMMISSIONERS CONF ROOM
April 2, 2019	10:00 a.m.	COMMISSIONERS CONF ROOM
July 2, 2019	10:00 a.m.	COMMISSIONERS CONF ROOM
October 1, 2019	10:00 a.m.	COMMISSIONERS CONF ROOM
January 7, 2020	10:00 a.m.	COMMISSIONERS CONF ROOM

FORMER LIVERY STABLE & PLAINS FURNITURE PARKING LOT PROPERTY PROPOSAL(S) ENCLOSED



Located in the
Old Yellowstone District
Casper, WY 82601

ASH STREET COMMONS LLC - PURCHASER

ASHBY CONSTRUCTION, INC. - BUILDER/CONTRACTOR

TABLE OF CONTENTS

- **PURCHASE AND DEVELOPMENT PROPOSAL**
- **ASHBY CONSTRUCTION OVERVIEW**
- **STATEMENT OF PROJECT REQUIREMENTS**
- **SCOPE OF WORK**
 - CHALLENGES AND OPPORTUNITIES
 - PROJECT GOALS
 - MANAGEMENT TEAM
 - SITE PLAN WITH GENERAL LAYOUT
 - ECONOMIC IMPACT
 - FINANCIAL INVESTMENT INFO
 - ASHBY'S CURRENT PROJECTS
- **KEY PERSONNEL**
- **EXPERTISE AND REFERENCES**
- **PROFESSIONAL & FINANCIAL REFERENCES**
- **ATTACHMENTS**
 - DESIGN RENDERINGS
 - LETTERS OF REFERENCE
 - SEALED FINANCIAL INFORMATION



Purchase and Development Proposal

Ash Street Commons LLC hereby formally submits a Purchase and Development Proposal for the former Livery Stable Property and the Plains Furniture Parking Lot Property, which are located in the Old Yellowstone District in Casper, WY 82601, for the amounts of \$250,000.00 and \$278,000.00 respectively.

Ash Street Commons, LLC and Ashby Construction, Inc., an overview

My name is David Kelley and my wife, Jennifer, and I are the owners of Ashby Construction, Inc., located at 274 W. Midwest Avenue in Casper, which has been in business now for 14 years. Ashby Construction, Inc. has formed an LLC in the name of Ash Street Commons LLC, which will be the Purchaser of the property upon acceptance. Ashby Construction, Inc. will be the General Contractor for the project.

I am a licensed General Contractor, and I started doing drywall after school and on weekends when I was 15. After High School, I studied Construction Management at the University of Nebraska-Lincoln. From there I went on to Mid-Plains Community College, where I received my Associates Degree in Building Construction. I have personally worked in almost every stage of new construction as I was going to school. After College, I worked as a Superintendent with a prominent, local Residential Construction Company in Colorado for the next 8 years.

My wife Jennifer, who is the Office Manager, Bookkeeper, and Interior Design Consultant, also attended the University of Nebraska-Lincoln and worked for that same construction company in Colorado, handling multiple office duties, contracts and customer services as well as interning for the Interior Designer on staff.

After deciding to branch out on our own, we formed Ashby Construction, Inc., an S-Corporation, in September 2004 and have since grown our business into a multi-million dollar corporation. We are primarily a new residential construction company and have built over 300 homes. We have also done many residential and commercial remodeling projects, the most prominent being the old Bi-Rite Building on South Durbin Street. We have since purchased the former Milo's Body Shop building on Midwest and have remodeled that shell into Ashby Construction's new offices and showroom. We are currently finalizing plans with the City to build the Ash Street Commons project, which will be located on the Corner of Ash Street and Midwest Avenue, right across the street from the Gas Light Social.

Statement of Project Requirements

We have thoroughly read through the RFP documents, as well as the Form Based Codes that are associated with this project. We feel we are thoroughly aware of all of the parameters encompassing this request. We feel our project fits perfectly within these parameters and meets all of the goals set forth by the City of Casper.

Scope of Work

- Challenges and Opportunities

We feel the opportunities for this project are beneficial, not only to our company, but for the City of Casper as well. Infrastructure for this project has been partially accomplished already with the remodeling of our new office building. New power has been brought down the alley that would service part of this project and was a challenge to get done. Being able to coordinate with the City's reconstruction of Midwest Avenue will make this project easier by getting the remaining infrastructure completed and in place for the townhomes we are proposing.

The opportunity for the City is equally exciting. To not only be able to make money on the sale of the property and create revenue from building permits, tap fees and tax bases from the new businesses and residences, but also to be able to continue to promote the revitalization of the entire Yellowstone District. The ability to bring townhome living to the downtown area, which has been a desire of the City for some time now, would also be a wonderful addition to the OYD. Also, the ability for us to be able to build out a substantial portion of this block, will allow for a continuity that wouldn't otherwise be able to be accomplished.

- Project Goals

The overall goal for this project is to build something that is innovative, yet draws from the same feel as the existing buildings in this district. We want people to come and see our projects and feel that same "Wow Factor" that you get when looking at the other projects in the area. We want to build a unique and creative structure, yet still have that historic feel that incorporates the vibe that already exists in the District, with the Gaslight Social, The Office, Urban Bottle, Racca's and the David Street Station- we want to draw from and enhance that feeling.

Our vision for the entire project is multifaceted. The ability for us to build out this entire area at one time is amazing. The vision for this project is best seen through the attached plans and video. To be able to see how all of this will be utilized is a powerful picture. The architectural style and overall look for this project will be very similar to the pictures we are presenting. Obviously we will be working closely with the City and the OYD to make sure we are following all of the guidelines in the form based code. After being involved with the OYD on the remodel of our office and the process of getting the Ash Street Commons going, we are very familiar with the look of what is required in the OYD.

The Livery Stable will need to be torn down. Anyone that has been inside that building understands the level of disrepair and questionability of the structural integrity of that building. We understand the desire for the City to reuse and keep old buildings. We bought the old Milo's Body Shop building and converted it into our offices because we love old building, so we completely understand wanting to save pieces of history. However, we do not see an economically feasible way to go forward with that building and reuse it.

Our plan is to re-plot the livery stable land in order to accommodate 2 separate 2-unit commercial buildings that will be able to be purchased separately. These buildings will be commercial spaces only, each with its' own 10'x50' outdoor courtyard on the side of each unit. Our design will allow for approximately 1200 sq. ft. commercial spaces with the ability to combine two of the units into one larger 2400 sq. ft. unit if the necessary. These units will be ideal for boutique local shops to accentuate the David Street Station area.

In our design for this building, we will be leaving the North wall of the stable intact, as it attaches to the common wall of the old Ka-Larks building. Before tearing down the rest of the building, we will have an engineer design counterforts to stabilize that existing wall in order to not damage the common wall. There will be approximately 10' of space between our new buildings and the existing Ka-Larks building once the new ones have been completed, as shown on the plat map. The Exterior design for these units will tie in with the look we are already doing on the Ash Street Commons project, as well as our office remodel of the old Milo's Body Shop building. They will have cedar board and batt exteriors with Metal accents and large store front glass, as shown on the attached pictures.

Because the Plain Furniture Parking Lot is a blank slate, we are envisioning downtown living with 8 new townhomes, as can be seen on the plat map. These 8 unit will have 3 bedrooms, 2 bathrooms and an oversized one car garage each. They will have outdoor decks and patio areas that will all face the mountains to the South. We will re-plot this property in order to sell the townhomes individually. The finishes on the exteriors and interiors of the units will be top of the line and will also follow the OYD form based code.

We anticipate the purchase price of these units to be approximately \$300,000.00 each. The OYD allows the garage to count as a parking space, so as you can see on the plat, there is ample space for additional parking for the units as well as a possible commons area for the residents.

- Economic Impact

The economic impact for the City will be substantial. Not only are we adding up to 4 new commercial spaces for small businesses that are needed in this part of town, we are also proposing the building of 8 new attached townhomes. The City will be receiving the money for the land, there will be permit fees, water and sewer tap fees, as well as property taxes on 8 single family homes valued at \$300,000 each, and 2 commercial buildings valued at approximately \$800,000 each, which would be approximately \$35,000 per year in property taxes on all of the new development. There will be water, sewer and trash services needed for all of the buildings. Depending on what type of businesses that would move into the commercial spaces, there could be the added sales revenues from those entities as well.

- Financial Investment Information

Ash Street Commons LLC's initial financial investment will be the \$250,000.00 we are offering for the Livery Stable property and \$278,000.00 for the Plains Furniture Parking Lot property. Additionally, we plan on approximately \$50,000.00 in demolition costs to the Livery Stable property. As this entire project will be done in phases, the anticipated timeline to complete the project in entirety will be within the City's recommended guideline of 3 years. We are prepared, along with our investors and our bank, to invest a total of approximately \$3 Million for the overall project. With our investors and bank as our backing, we are more than able to obtain the funding necessary to complete the project in its entirety.

- Ashby Construction's Current Projects

We currently have six homes under construction, one commercial remodel going on now and three mixed-use projects getting underway in April. We utilize a web-based scheduling program that notifies all of our subcontractors of upcoming tasks and projects that are assigned to them., which we have used for about five years now and it has helped us to alleviate problems that are normally associated with project scheduling. As a result, it has created more time for us to efficiently and effectively manage the quality of our projects being built. All of the projects currently on the books will not interfere with our ability to do these proposed projects. We have no projects or associations that would be deemed a conflict of interest with this project.

Key Personnel

- * **David Kelley**, President, Ashby Construction, Inc. - Building Construction Technology-Associate of Applied Science Degree-Mid-Plains Community College, Licensed General Contractor, Estimating, Construction Management, Project Supervisor, Project Design, EPA Toxic Substances/Lead-Based Paint Certification #NAT-107144-1, VA Builder ID#9104
- * **Jennifer, Kelley**, Vice President, Ashby Construction, Inc. - Office Management, Bookkeeping, Financials, Project Financing/Draw Submissions, Interior Design Consultant, Project Design
- * **Shawn Gustafson** - ECS Engineering - Site Plans/Plat Maps
- * **Dave Scriven** - DH Scriven Engineering - Soils Analysis/Foundation Designs
- * **Amundsen and Associates**- Architect
- * **Brettnee Tromble**, Vice President, Commercial Loans - First Interstate Bank - Financing
- * **Jim Eickhoff**, 3E&G Lending, LLC - Investor

Expertise & References

* **Expertise** - We are primarily a Residential and Multi-Family New Construction Company, as we have built well over 300 homes and 30+ Multi-Family units in our 14 years of business. We have done countless remodels, from a single bathroom, to a Loft Apartment Renovation in the old Hilltop Bank Building on Wolcott, to completely remodeling an entire home. We have also done numerous Tenant Finishes in town, including the 307 Chiropractic office and the Girl Scouts of Montana and Wyoming Office. In 2015, we purchased land on Pontiac Street in Mills and developed 13 lots, designed for entry-level homes. Our venture into commercial remodeling has been successful as well. We had the opportunity to do the remodel for the former Bi-Rite Building at 428 S. Durbin Street for Dr. Michel Skaf, as well as all of the finish work for his medical office, Casper Cardiology, and the executive offices on the upper level. Much of our success has been our ability to surround ourselves with people and businesses that hold themselves to the same standards of quality as we do. From our Excavator to our Finish Trim Carpenter, all of our subcontractors know what is expected of them when building with us. Some of our subcontractors have been with us since the start of our business 13 years ago. I feel that having this base of people that work with us allows us to provide a better quality product than others in this field.

* References -

- * Jim Eickhoff - 3E&G Lending, LLC 307-258-0119
- * Brettnee Tromble, Vice President-Commercial Loans, First Interstate Bank 307-235-4201
- * Dave Maxner, President-Personal Loans, First Interstate Bank 307-235-4262
- * Dr. Mikel Skaf, Casper Cardiology, co-owner of ARC (old Bi-Rite) Building 307-462-0922
- * George Glover, President/Owner - Bloedorn Lumber-Casper 307-235-3545
- * Stuart Atnip, President/Owner - American Title Agency 307-266-4672
- * Austin Wisroth, owner of 307 Chiropractic 307-337-3303
- * Levi Gundlach - Edward Jones Investments (& 3 time client) 307-232-8278
- * Thomas Valdez - Chapman, Valdez & Lansing Law Firm 307-237-1983

Attachments

* Design Idea Pictures - These next 3 pages of photos are renderings of the entire project done by Amundsen & Associates showing the preliminary types of exterior finishes we are currently looking into. Once we are awarded the project, we will then finalize the plans and finishes with the OYD.

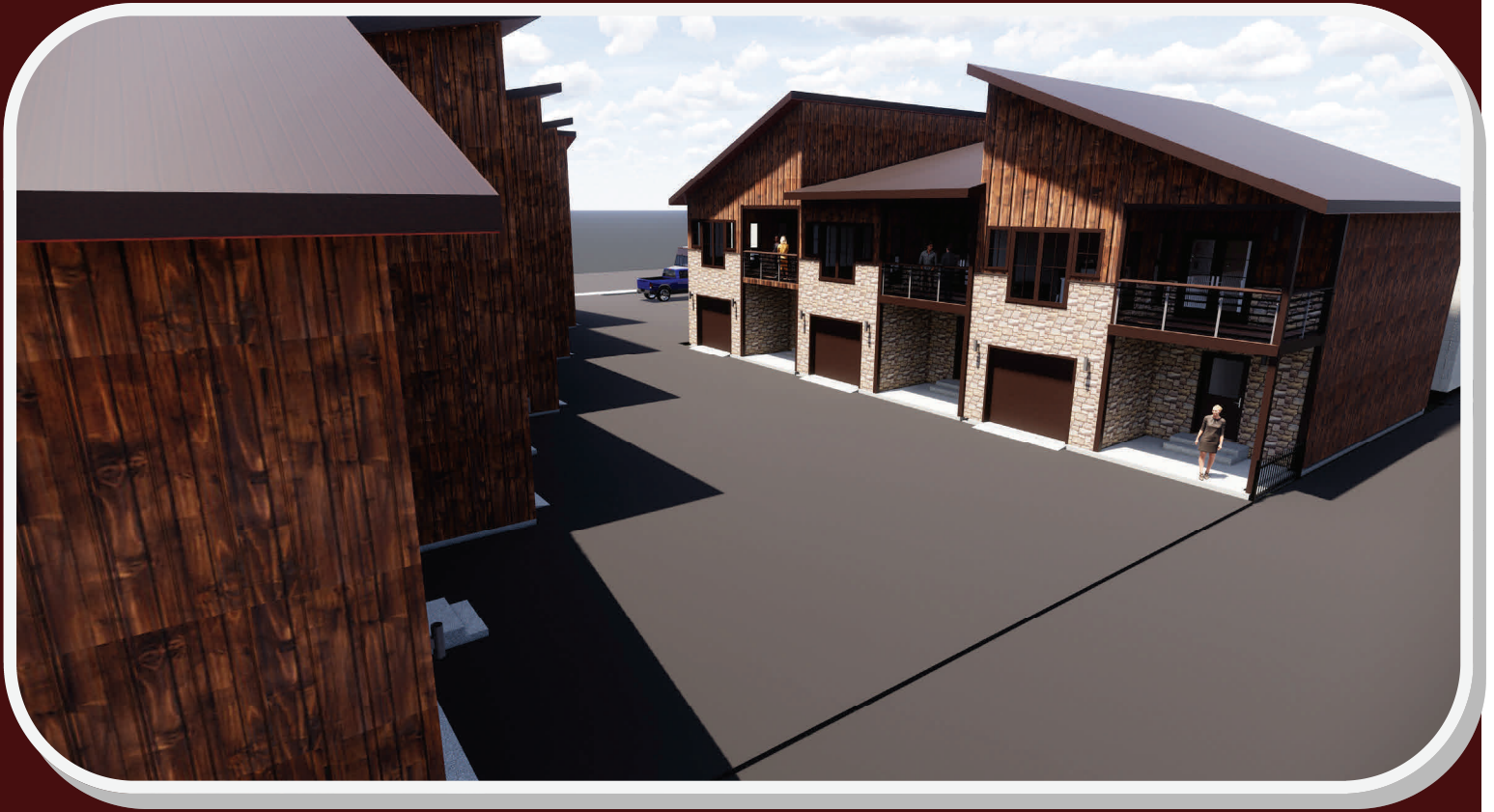
* Letters of Reference

* Sealed Confidential Financial Information per RFP requirements

Design Idea Photos



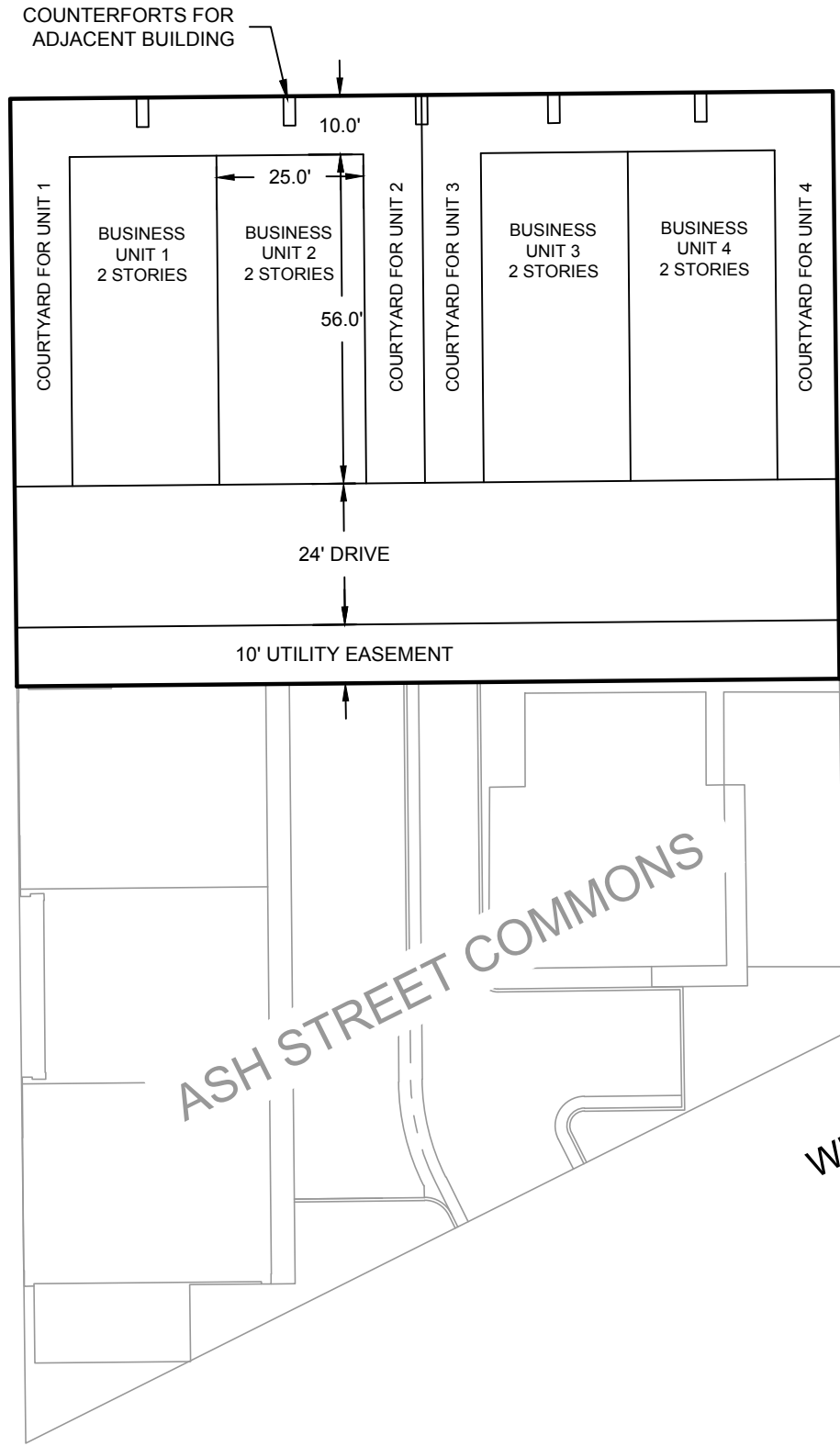
Design Idea Photos



Design Idea Photos



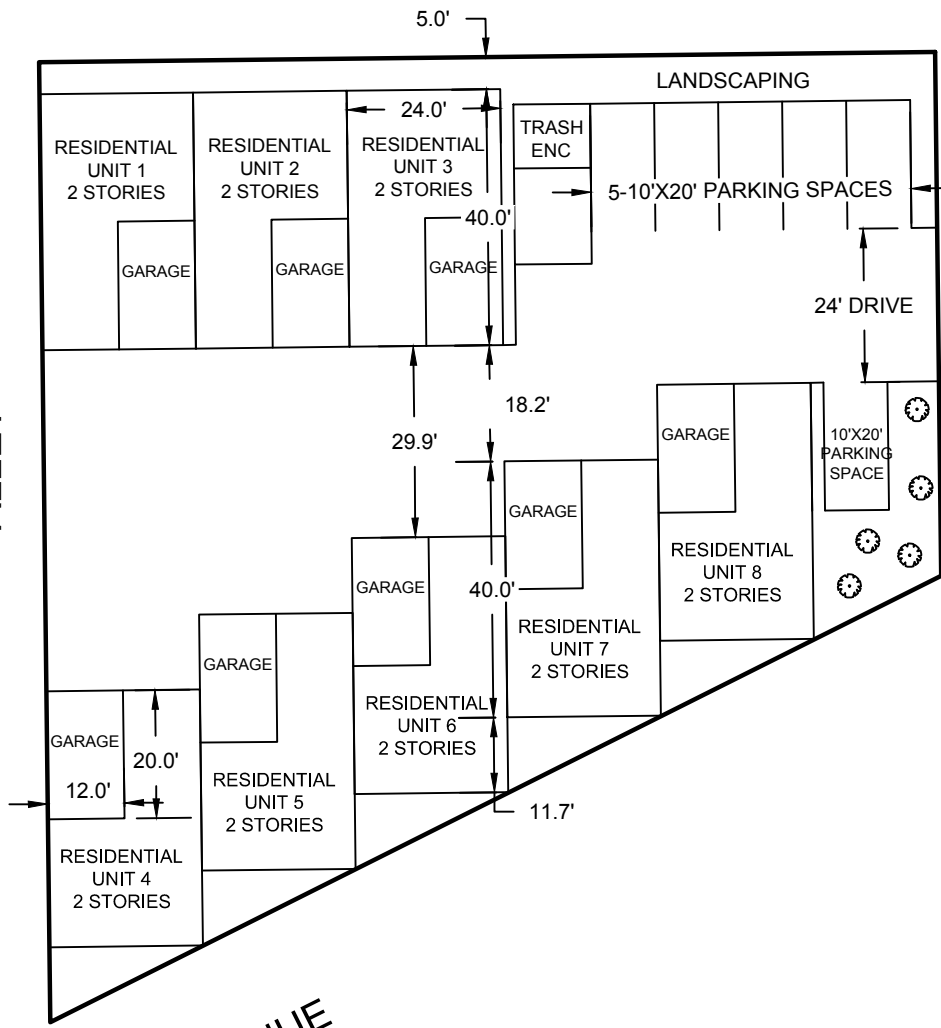
SOUTH ASH STREET



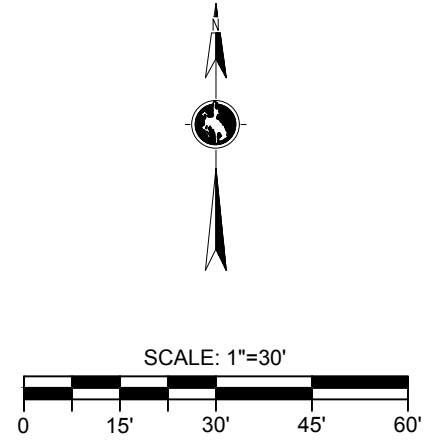
ASH STREET COMMONS

WEST MIDWEST AVENUE

ALLEY



SOUTH DAVID STREET



SITE PLAN

371 SOUTH ASH STREET &
344 SOUTH DAVID STREET
PROPOSED PURCHASE &
DEVELOPMENT OF PROPERTY

Date Drawn: 02.01.19
Project No.: 180016
Scale: SEE DRAWING
File Name: Livery Stable Site.dwg

REV	DATE	REVISIONS	BY	CHK

SP

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM: ANSI FULL BLEED B (11.00 X 17.00 INCHES)



Providing a Complete Line of Title & Closing Services

September 26, 2017

City of Casper
200 N David Street
Casper, WY 82601

To Whom It May Concern:

I am writing this letter of reference/recommendation on behalf of David Kelley and Ashby Construction, Inc.

My name is Stuart Atnip and I am the President of American Title Agency. My company provides title insurance and real estate closing services within the central Wyoming area. I became acquainted with David in 2008 when he moved to Casper to build homes. In my opinion, his construction company has become one of Casper's go to construction companies for quality construction at a reasonable price. As Ashby Construction Company's exclusive business partner for property acquisition and disposal, I have worked closely with David for many years. His role as President of Ashby Construction and General Construction Manager requires not only the management of millions of dollars in real property assets, but also requires constant supervision of employees and subcontractors alike. His work ethic and dedication to providing quality properties and service to customers has been proven many times over. He has always been upfront and honest in every dealing and I only wish that more of my customers were similar to David and his company.

Very truly yours,

Stuart D Atnip
President



Bloedorn Lumber Building Materials

665 S. Walnut Street

Casper, WY 82601

307-234-3545

gglover@bloedornlumber.com

September 21, 2017

To whom it may concern:

Please accept this letters as recommendation of the construction firm, Ashby Construction Company. I have had the opportunity to work with David for the past seven years through numerous new construction and remodeling projects. He has proven to be a valued customer always demonstrating a professional and ethical caliber of business practices and quality. I personally recommended David to construct my relative's personal home with exceptional results. Although I personally have worked with David for seven years he has been a customer in excellent standing since the account was opened in 2007. Utilizing quality sub-contractors and materials has proved to be a definite strength for Ashby Construction.

If you need further information, please call.

Sincerely

George Glover

Manager

307-234-3545



Purchase and Development of Former Plains Furniture Properties

Casper, WY



Presented By:

FLAG Development LLC.

Proposal Response

February 14, 2019

Downtown Casper is the **true heart of this community**; alive with dining, shopping, entertainment, history, art, and culture. To complement this amazing downtown, City leadership and committed neighborhood stakeholders created the **Old Yellowstone District** — a redevelopment area adjacent to the downtown core — that will become a destination for the **live**, work and play audience”

-OYD Marketing Plan (pg. 2)

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i. Statement of Project Requirements

FLAG Development, LLC understands the project requirements and terms presented in this RFP. Key criteria include, but are not limited to:

- Bids are due by 4 pm on Thursday, February 14, 2019. Proposal shall be labeled “FORMER PLAINS FURNITURE PROPERTY PROPOSAL ENCLOSED”
- Electronic copy of proposal shall be submitted, as well as (3) three hard copies
- Contractor shall note the goals and requirements of City’s 2008 Master Plan, as well as newly adopted Comp. Land Use Plan 2017.
- Describe the economic impact to the city of Casper, including capital investment, job creation, avg. wage rate, and annual sales/property tax revenues.
- State amount and method of proposed compensation to City of Casper for subject property
- Describe funding mechanism for proposal.
- Include statement from lender to indicate ability to begin project within 90 days of award.
- Identify a community need that project will fill
- Include site plan and project elevations
- Include key personnel, responsibilities, qualifications, and references.
- If selected, contractor shall understand city will include in the closing documents requirements that the RFP shall be followed and there will be remedies should RFP not be followed.
- Statement of conflict of interest
- Confidential information shall be clearly marked “Confidential Information” and separate from other information in packet.
- Proposals received after the stated time will not be accepted.
- Acknowledgment of Addendum No. 1 issued on November 29, 2018
- Acknowledgement of Addendum No. 2 issued on January 24, 2019

ii. **Scope of Services**

FLAG Development, LLC is a limited liability company that was founded on November 2, 2018 in response to this Request for Proposal. The principal office of FLAG Development, LLC and members are located in Casper, WY and consist of Brandon Daigle and Kevin Hawley. Our team combines architectural, project management, job-site management, fundraising, and fiduciary management skills that will bring our downtown redevelopment project to life.

Our business model matches our personal and professional interests but is coupled with heavy research and market analysis to ensure our projects meet the need of our community. Our love of downtown redevelopment and community enhancement has our current focus on downtown mixed-use developments with a concentration on market-rate housing. Our first-hand experience of downtown has shown us that we have sufficient traditional office space and a large number of retail storefronts, but significantly lack market-rate housing. In concurrence with multiple city of Casper studies, we strongly believe that the next important step to creating a sustainable, thriving downtown is by **developing market-rate housing**.

Mr. Daigle and Mr. Hawley work together on initial vision and layout, often working through numerous development and pro forma scenarios before a project direction is agreed upon and pursued. Cooperative duties include market research, analysis, financial investigation, and pro-forma modeling. Mr. Daigle, with his professional experience, handles all architectural and design duties while Mr. Hawley, with his business background, performs an administrative and financial management role. Like any successful team, the roles are clearly defined, and the lines of communication are open. Both members share in a hands-on passion for redevelopment, including the construction management and build out phases of the project.

The partners consist of the *primary management team* involved in the project.

“The community has expressed how badly it wants additional retail, entertainment, and restaurant opportunities. In order to support these commercial visions, we must increase the density of people living downtown – rooftops before retail. We **must set the stage for as much residential development as possible**. To accomplish this, the City has developed a new regulatory structure to support mixed-use design throughout the Old Yellowstone District. Housing will be encouraged at various price points.” -OYD Marketing Plan (pg. 5)

Site & Property Description:

This 1+ acre property is located in the heart of downtown Casper, immediately between the established CBD and up and coming Old Yellowstone District. The property has been vacant since January 2016. The subject property within the development proposal has been appraised by Mountain West Valuations with the sum of the individual properties totaling just over \$1.4 million dollars.

Currently the property has the visual to any passerby of abandonment and severe blight on what is steadily becoming a more vibrant area of the OYD. The south lot is being utilized as overflow parking by neighbors and state office employees while the remaining parcels are currently vacant.

Development Goals:

The name of the proposed development for the site will be called **“The Nolan”**.



The new development will utilize a mixed-use approach in order to achieve the following OYD Goals:

- 1) **Goal ECH3-2 (Endless Character) Historic Buildings** will be achieved by demolishing the pre-engineered metal building addition located on top of the original motor pool that will now be converted into an outdoor courtyard for the new residents and tenants of the development. By exposing the original motor pool, the South wall of the Municipal Garage building we be also be revealed to further display the original architecture of the neighboring building. Additionally, by removing the metal building in front of the Historic North Building that formerly functioned as the Nolan Chevrolet Service Shop building, **our design will be able to restore that façade back to its original design and character.**
- 2) **Goal VUC2-7 (Vibrant Urban Center) Historic Preservation** will be fulfilled by adaptively reusing vacant buildings that were formerly automotive and retail buildings for new residential and flexible office uses.
- 3) **Goal VU1-2 (Vibrant Urban Center) Neighborhood Services** will be enhanced by seamlessly incorporating the new architectural style with that of the existing and historic building facades. The original facades of the South and Middle buildings have been damaged beyond economically feasible repair. Because of the previous damage to the parapets and brickwork, these facades will be demolished in order to give way to new elevations will be reconstructed at a residential scale and utilize a combination steel, wood and two brick styles that both match and accent the original brick facades of the North Service Shop building, the Municipal Garage Building, and the Firehouse. The newly constructed residential units that will be located on the South Parking Lot will match the architectural style and character of the new and old facades along Midwest and David Streets.

Development Program:

The proposed building program will include the following components:

- A. Up to **(11) eleven market-rate loft townhouses** within the existing Plains Furniture property referred to in the RFP as the South Building and a portion of the Middle Building. Each unit will be approximately 1,300 square feet, include a mezzanine with a second bedroom, office or flex space, as well as a private patio.



- B. On the north lot, we will remove the pre-engineered metal building and block wall addition in order to open up an open-air courtyard that includes landscaped areas, pavers, fire pits, plantings, trees, furniture and accent lighting. Private patios that are attached to each of the loft townhomes **will be constructed of 75-year old posts and beams that have been recently reclaimed** during the demolition of the buildings that were located on the site of the future State Office Building.
- C. **The original historic Nolan Service Building will be rehabilitated** by utilizing historic tax credits and renovated to become 8,200 square feet of flexible Class A office space.



- D. The South parking be converted to **(7) seven three-story market-rate rowhouses**. Each unit will be approximately 1,760 square feet and include 3 bedrooms and 2 bathrooms with oversized 1-car private garages. Additional features include private rooftop decks, work/office room, a common green space for residents, and views of Casper Mountain.



- E. The western property, referred to in this RFP as **the Livery Stable, will be demolished and reconstructed as a private parking lot** for the residents and tenants of The Nolan development with 36 parking stalls.
- F. The common areas for all of the parcels will be serviced by a member-managed Home-owners associations (HOA) with residents and office tenants actively serving on the board of directors.

Project Challenges:

Revitalization Challenges:

Challenges to revitalization in a downtown or infill area are varied and numerous. To effectively “ready the environment for private investment”, the following challenges must be overcome:

- Difficulty in assembling land
- Comparatively high land costs
- Limited examples of creatively-financed projects
- Parking costs
- Perceived greater risk in serving perceived narrow markets
- Construction staging opportunities limited

-West Central & South Poplar Corridor Plan 2007 Update (pg. 40)

This study from 2007 remains true in 2019 for the following reasons:

- 1) High land acquisition & development costs compared “green sites” on edges of town
- 2) Infrastructure/Utilities
- 3) Parking
- 4) Hazardous Materials & Asbestos Abatement
- 5) Unknowns with 100-year-old property
- 6) No Access to Historic Tax Credits
 - a. Out of Register 10% no longer available
- 7) City no longer has CDBG Funds for blight, demolition, and improvement
- 8) No comparable or precedence – unproven market.

“Private investment alone will not fill the financial “gap,” rather, it will move elsewhere.”

-West Central & South Poplar Corridor Plan 2007 Update (pg. 39)

Site Plan:

See Confidential Information section of the proposal response for overall site plan and floor plans.

Project Goals:

The primary goal of this Project is to provide the City of Casper, Downtown Casper, the Old Yellowstone District, and our community with an additional multi-million-dollar catalytic project that spurs further growth and investment in the downtown core. It is clear from all of the studies over the last two decades that the *first* and most essential component of any downtown development plan must be housing.

Other Current Projects:

The Cowboy Condos project in Laramie will require a portion of time from Brandon but will not affect the execution of this project.

iii. **Economic Impact & Development**

The total projected capital investment for the project is estimated to be \$8,400,000.

Short-Term Economic Impact

- a. 75+ Construction Jobs
- b. \$135,000+ Sales Tax will be spent on construction materials
- c. \$600,000 direct spending on Architectural and Engineering Design Fees

Long-Term Economic Impact

- a. 19 new OYD & Downtown property owners
- b. Potential creation of 40 jobs in the OYD
 - a. Up to 5 primary jobs will be created with average annual salaries of \$40,000-65,000
 - b. Up to 35 secondary jobs will be created with average annual salaries of \$40,000-75,000
- c. \$483,600 estimated increase in Gross Sales Tax receipts in OYD & Downtown
- d. \$25,000+ in annual Property Taxes

In 2016, the last year of commercial service that Plains Furniture was in operation these same properties resulted in \$8,658.17 of property tax revenue per the Natrona County Assessor. This investment results in an increase of **189%** in property tax receipts.

In addition to helping spur new growth, this project helps to **Strengthen and Retain Existing Businesses in the Old Yellowstone District and Downtown core.**

iv. Personnel and Prior Experience

Brandon Daigle, AIA, a Natrona County High School graduate with a Bachelor's in Architectural Studies from Arizona State University and a Masters of Architecture from University of Colorado at Denver, captains the design-build arm of FLAG Development. Mr. Daigle works for River Valley Builders (RVB), a design-build firm that serves residential and light commercial clients in Casper and Laramie. Prior to working at RVB, Brandon was the Principal of MOA Wyoming, a commercial architecture firm specializing commercial office spaces, public sector work, and education facilities across the Rocky Mountain Region. Brandon is an independent and motivated architect that pushes the threshold of design while also lending his talents back to the community as an active and engaged contributor on many boards and volunteer initiatives. Brandon is a member of the American Institute of Architects Wyoming Chapter, was a previous board member of the Amoco Reuse Agreement Joint Powers Board (ARAJPB), Montessori School of Casper, and Rotaract (CYPN), as well as a former Adjunct Professor at Casper College. Mr. Daigle has over 18 years of experience in his profession and believes it to be less of a job and more of a way of life. He leverages his talents, ambition, and vision to help build a better Wyoming and stronger Casper, by positively impacting the built environment of our community for current and future generations.

Other significant project experience includes:**Dean Morgan Middle School Renovations**

4-year, 21-phased project that included 170,000 sf of educational space with a \$18M Valuation

NERD YMCA of Natrona County

38,000 sf of recreation space with gymnasium space, fitness & wellness studios, and child care

Racca's & Urban Bottle Renovation (Former Pacific Fruit & Produce Co. Warehouse)

Architectural design services for renovations to an existing warehouse building in the OYD

Brandon will be responsible for architectural and interior design, project management, and contract management for the project.



Kevin Hawley, LEED AP BD+C, graduated with a bachelor's degree in Business Administration from Central Michigan University and has 17 years' experience in real estate development and construction management. Mr. Hawley is the Executive Director of the Casper DDA and was instrumental in the visioning and implementation of David Street Station. Over the course of five years, he remained steadfast in his duties of fundraising, marketing and communications, design management, and construction and financial oversight, of what to date, has become a nearly \$11 million-dollar project.

Prior to the DDA, Mr. Hawley was a Construction Specialist for Wyoming Community Development Authority, overseeing millions of dollars' worth of private and Federally funded developments across the entire state of Wyoming. Over the course of nearly two decades, he has gained priceless project experience, ranging from residential construction – new to rehabilitation – to large commercial developments of shopping centers, schools, hospitals, and big box stores. His first-hand experience and comfort in all aspects of development, from conception to execution, has proven invaluable to the successful completion of projects on time and within budget.

In addition to his personal and professional experience, he holds professional development and leadership credentials from Dale Carnegie and Peregrine Leadership Institute, and has educational certificates from the Department of Housing and Urban Development and the US EPA. He is an incredibly active and a contributing member of this community, volunteering for many non-profits, sitting on multiple boards, and utilizing his time and talents to help build a better Wyoming and stronger Casper. Although not an artist in the conventional sense of the word, the creativity used to help transform a project from nothing into something is what is most enjoyable and rewarding to Mr. Hawley.

Kevin will be responsible for project administration, financial management, and on-site project coordination for the project.

v. **Specific Qualifications**

1. **David Street Station – Casper, WY**

2013-2018

Although in a different capacity, our collaboration was founded through our roles working with the Casper DDA while building and managing the design, construction, and implementation of David Street Station. It was through that experience that our skills and personalities meshed, the vision for a different future was dreamt, and FLAG was born.



2. Grant Street Grocery – Casper, WY

2016-2017

Historic preservation is an important responsibility of the architectural profession. During the redesign and renovation of the historic Grant Street Grocery located in Casper, Mr. Daigle was the lead architect, project manager, and site superintendent. During the project, his residence was just three doors down from the project, enabling him to actively coordinate the design and construction schedules first hand. From start of design to the completion of construction, the entire project took just 10 months to complete.



3. Montessori School of Casper – Casper, WY

2011-2013

Renovations in the Old Yellowstone District are not a new endeavor for members of FLAG. While working for MOA Architecture and sitting on the Montessori School of Casper Board, Mr. Daigle volunteered conceptual design services to help the school start a fundraising campaign. After a successful fundraising campaign, Brandon and his staff designed the conversion of an old plumbing warehouse and former automotive repair shop into a new three-classroom school for pre-k and Kindergarten classes along with an outdoor playground in the middle of an industrial area in the OYD.



4. Branding Iron Renovation – Casper, WY

2017-2018

The revitalization of downtown has been spurred by new and old investors alike. One such renovation that Mr. Daigle was the lead architect and project manager on was the reincarnation of an old downtown establishment formerly known as Branding Iron that was most recently and Italian restaurant called Botticelli's. Renovations included an entirely new building erected from within the confines of an existing building that shored up structurally unstable floors and the roof. Additionally, new mechanical, plumbing, and electrical services were installed in conjunction with a completely new interior renovation to the ground and basement floors. Provisions for future lofts and an elevator were incorporated into the project as well.



5. Cowboy Condos – Laramie, WY

2016-2020

An ability to study and react to market trends is an important trait of any development company. Mr. Daigle and his employer River Valley Builders are currently preparing to start construction of a new mixed-use development in Laramie, WY. The project has been through the design, bidding, presale phases, and will soon begin the permitting phase prior to construction starting later this year. This project incorporates 7,000 sf of ground floor retail space, six private garages, and ten private condominiums located at University Plaza just east of War Memorial Stadium.



 **SECOND FLOOR PLAN**

vi. Conflicts of Interest

Some may consider that our personal response to the RFP is a conflict of interest because of our employment and volunteer capacities with the Downtown Development Authority (DDA). Our position would be to the contrary for the following reasons:

- 1) The DDA and its members/employees have spent no time or financial resources on the research, development, or design included in this response.
- 2) FLAG received no special privileges or showing in regards to this property and RFP that were not afforded to any other interested party.

Additionally,

- 1) Over a year ago, members of the DDA spent time, money, and energy to bring forward a proposal on this specific site that was not supported by the Casper City Council.
- 2) During that process, Mr. Daigle was specifically asked by a councilman to bring forward other well thought out and funded ideas for this property that could positively impact the community.
- 3) The DDA asked city leadership if they would allow this property to be owned and/or developed by the DDA on behalf of the City. The answer was no.
- 4) The DDA currently lacks any capital nor has the financial means to execute the acquisition of the land without consent from City Council.

Casper Implementation Framework:

“Just as no one project will revitalize the Study Area, no single action will advance the larger vision. Rather, revitalization and repositioning of this area will be dependent on a series of actions designed to capitalize on market opportunities and overcome barriers - effectively “readying the environment for investment.”

-West Central & South Poplar Corridor Plan 2007 Update (pg. 40)

vii. **Professional and Financial References**

Professional References:

See Confidential Information section of the proposal response for professional references.

Financial References:



First Interstate Bank
104 South Wolcott
P.O. Box 40
Casper, WY 82602-0040
307-235-4201
www.firstinterstatebank.com

February 11, 2019

RE Flag Development, LLC

To Whom it May Concern:

The owners of Flag Development, LLC are valued customers of First Interstate Bank. They have maintained their accounts as agreed and we consider them to be excellent customers. Our bank holds the owners in high regard and believe them to be responsible in their business and personal dealings.

It is my hope that this letter will serve as satisfactory evidence that Flag Development, LLC could reasonably attain a loan for \$4,500,000 for the development of a multi-use project in downtown Casper.

This information is provided to you in strict confidence and we trust that you will treat it accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brettnee Tromble'.

Brettnee Tromble
Commercial Relationship Manager
307-235-4278
brettnee.tromble@fib.com

viii. Amount of Bid

“The Nolan” development will include **ALL of the parcels** listed in the RFP. The proposed amount of the bid for all of the parcels listed in the RFP and Addendums No. 1 & 2 are as follows:

North Building	\$115,000
Middle Building	\$150,000
South Building	\$150,000
South Parking Lot	\$280,000
Livery Stable	\$305,000
<hr/>	
Total Bid Amount	\$1,000,000

Summary of the Offer

With the proper private/public partnership, this catalytic project can be accomplished and help transform the landscape of our downtown for decades to come. The city of Casper’s study states that projects of this nature should expect to provide public participation up to 20% of the total development costs coupled with 80% participation provided by the private sector. This proposal requests approximately 10% investment by the city of Casper which results on a 1:10 ratio of public versus private investment. For additional terms and explanation of the offer, please refer to the Confidential Information section of the proposal.

ix. Closing Statement & Timeline

LIVE, WORK & PLAY: it's in all of the marketing materials for downtown Casper and the Old Yellowstone District. Market rate housing fulfills a community *need* because it is something that we currently do not have.

In downtown, it is obvious that we have the **WORK** component covered. In the last 18 months, we have seen our entertainment and **PLAY** sector explode. The have boxes are clearly checked but there is a giant **need box next to LIVE** that is in desperate need of attention. This proposal resoundingly checks that box as a HAVE, strengthens other HAVES from the past, stimulates more private sector growth and investment, and sets the stage for further private development and housing options to the west of this site.

During conceptual design sessions for this project, it was easy to dream up attractive and exciting retail ideas and options. Unfortunately, it quickly became obvious that utilizing this space for additional retail would only hurt the core, not positively advance it. Downtown currently has a variety of first floor retail vacancies ready and available for lease or purchase. Downtown has recently seen how existing Second Street retail is relocating to this area, creating somewhat of a vacuum on our established Main Street. What we need to do is strengthen, not saturate and dilute, our existing storefronts and small businesses. As stated in extensive city studies, the way to strengthen any downtown, big or small, and help foster sustainability and further economic investment is to make way for a variety of housing options.

FLAG Development is not ignorant to the fact that this may be seen as a controversial proposal in our community and before our civic leaders. Change is difficult. It is often easier to dismiss something as not being able to work in Casper, our market, or our community. David Street Station was difficult but look at what it has brought to our community now. Sometimes partnerships, investment, and change can be good...can be inspiring....and can lead to many other positive things.

This is an extremely large private financial investment even after incentives – **dollar for dollar it exceeds the construction of the economic engine that is David Street Station**. It's hard to think of a private project in the last 35 years in downtown that matches this investment. However, catalytic projects take bold visionaries, leaders, and most importantly execution. Our partnership has the proven leadership, skillset, financial management expertise, and track record to complete this project. We do what we say we are going to do and we finish what we start.

In the words of a previous city study, **"Private investment alone will not fill the financial "gap," rather, it will move elsewhere."** FLAG Development, LLC is ready, willing and able to be part of continuing the positive transformation and economic revitalization of our downtown but we cannot do it alone. With the partnership and participation of the city of Casper, FLAG intends to break ground on June 1, 2019 with the South Parking Lot and then work our way north with a completion date before the end of the 2021 calendar year based on market demand. We appreciate the opportunity to participate in this RFP process and look forward to the ability to discuss more of the details of this project with you in the future.