

INFORMATION PACKET

Table of Contents

Friday, December 13, 2019



Item	Pages
Table of Contents	1
The Grid - Schedule of Council Meetings & Addendum	2
ARAJPB Minutes 11.13.19	6
Building Report November 2019	9
Casper's Council for People with Disabilities agenda 12.19.19	15
Central WY Regional Water System Packet 12.17.19	67
Commercial Development Report November 2019	63
Customer Service Division Hours of Operation	65
Holiday Card from Metro Animal Shelter	66

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

The Grid

A working draft of Council Meeting Agendas

December 17, 2019

Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
C = Item is on Consent N = Item is not on Consent					
Pre-Meeting: December 10, 2019 Executive Session Minutes					
Pre-Meeting: InTTec Inc. Franchise Agreement					
Pre-Meeting: Budget Calendar					
Pre-Meeting: LAD Jade & Arrowhead Followup					
Pre-Meeting: Increasing Disability Leave CAP					
Employee One-Time Payment					
Approving December 3 Regular, December 10 Special, and December 10 Executive Session Minutes					
Establish January 7, 2020 as the Public Hearing Date for Consideration of: Amendment to Section 10.24.020 of the Casper Municipal Code Pertaining to the Metro Road Speed Zone.	C				
Public Hearing: Authorizing the Submission of a Wyoming Business Council Grant, in an Amount up to \$500,000, for the First Street Gateway Project.		N			
Public Hearing: Transfer of Ownership for Retail Liquor License No. 36, Owned by Urban Market Wines, LLC d/b/a Urban Bottle Wine & Spirits, Located at 410 South Ash Street.		N			
Public Hearing: New Bar and Grill Liquor License No. 12 for Adega, LLC., d/b/a Qdoba Mexican Eats, Located at 5030 East 2nd Street .		N			
Public Hearing: New Bar and Grill Liquor License No. 13 for EDG, LLC., d/b/a Qdoba Mexican Eats, Located at 4009 CY Avenue.		N			
Approving a Plat Creating the Dewald Divide Addition, a Subdivision Agreement, and a Zone Change of said Addition to C-2 (General Business), R-4 (High Density Residential) and ED (Educational District). 3rd reading			N		
Amendment to Section 10.24.010 and Section 10.24.010 of the Casper Municipal Code pertaining to Thirty and Forty Mile Per Hour Speed Zones. 3rd			N		
Amending Section 2.04.040 of the Casper Municipal Code - Salaries 3rd Reading			N		
City-Initiated Annexation of Properties Along the West Side of South Poplar, South of West 50th Street; and the Zoning of Said Properties as AG (Urban Agriculture). 2nd Reading			N		
Approving a Plat and Subdivision Agreement for the Fairgrounds Home Addition No. 2. 2nd Reading			N		
Annexation and Plat Creating the Ihli Addition to the City of Casper, and Zoning of said Addition as R-2 (One Unit Residential). 2nd Reading			N		
Authorizing a Contract for Professional Services with 292 Design Group, Inc., in the Amount of \$21,500, for a Market Feasibility Study for a Casper Ice/Multi-Sports Complex.				C	
Authorizing a Utility Adjustment Agreement with the Wyoming Department of Transportation for the Relocation of a Sanitary Sewer Main for the Interstate 25 & Casper Marginal Sewer Main Relocation Project.				C	

Accepting a Right-of-Way Easement from James L. Allison, as part of the Midwest Avenue Reconstruction from Elm Street to Walnut Street Project.				C	
Authorizing an Agreement with Wired Electric in the Amount of \$176,622 for the Casper Events Center Arena Floor Lighting Upgrades.				C	
Accepting Grant from the Wyoming Governor's Big Game License Coalition, in the Amount of \$10,000, for Wetlands Construction and Enhancement in the First Street Reach River Restoration.				C	
Approving Contract with the Platte River Trails Trust for use of the Optional 1%#16 Sales Tax Special Projects Funds for Community Projects.				C	
Establishing Rates for Retail and Wholesale Water and Sewer Service, to become Effective January 1, 2020 and January 1, 2021 and to Rescind Resolution No. 18-69.				C	
Supporting the Fundraising Effort by the Tripeny Family for the Purpose of Expanding Fort Caspar Museum.				C	
Regulating the Operation of Highland Cemetery and Establishing Fees, Services and Sale Policies, Rules and Regulations and Rescinding Resolution No. 18-139.				C	
Authorizing Revisions to the Current Residential and Commercial Solid Waste Collection, Recycling, and Disposal Fees at the Casper Solid Waste Facility, to become Effective January 1, 2020, and January 1, 2021, and Rescinding Resolution No. 18-70. (tentative)				C	
Authorizing the Purchase of One (1) New Combination Sewer Jet and Vac Truck, from Floyds Truck Center, Casper, Wyoming, in the Total Amount of \$435,846 Before Trade, for Use by the Waste Water Collection Division of the Public Services Department. (tentative)					C
Authorizing the Purchase of One (1) New Self-Contained, Self-Propelled Truck Mounted Striping Machine, from EZ-Liner, Orange City, Iowa, in the Amount of \$373,673 Before Trade-In Allowance, for Use by the Traffic Division of the Public Services Department.					C
Authorizing the Appointments of New Members Ms. Kerstin Ellis and Ms. Deb Clark to the Downtown Development Authority Board of Directors.					C
Authorizing the Appointment of Rob Hurless to the Amoco Reuse Agreement Joint Powers Board.					C
Executive Session - Land Acquisition					

January 7, 2020 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
C = Item is on Consent N = Item is not on Consent					
Pre-Meeting: Request to set aside one Bar & Grill liquor License and the rescission of stipulations associated with Retail Liquor License No. 37 Charger Holdings d/b/a Yellowstone Garage. (tentative)					
Election of Mayor and Vice-Mayor					

Public Hearing: Consideration of an Appeal of the Planning and Zoning Commission's Decision to Deny a Zone Change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, Generally Located at the Corner of Events Drive and North Poplar Street, North of Wilkins Way, From PH (Park Historic) to C-4 (Highway Business).		N			
Public Hearing: Consideration of Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of Properties Along the West Side of South Poplar, South of West 50th Street; and the Zoning of Said Properties as AG (Urban Agriculture), Complies with W.S. 15-1-402. 1. Resolution. 2. Third reading Ordinance Approving Annexation, and Zoning of Properties Along the West Side of South Poplar, South of West 50th Street.		N			
Public Hearing: Amendment to Section 10.24.020 of the Casper Municipal Code Pertaining to the Metro Road Speed Zone.		N			
Approving a Plat and Subdivision Agreement for the Fairgrounds Home Addition No. 2. 3rd Reading			N		
Designating the Casper Journal and the Casper Star-Tribune as the City's Official Newspaper for the Calendar Year 2020.					C
Designating the following Banks as Approved Depositories of City of Casper Funds for Calendar Year 2020:					C

January 14, 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		5 min	4:30
Historic Preservation Strategic Plan - Follow-up	Direction Requested	20 min	4:35
Long Range Transportation Plan Final Presentation	Direction Requested	25 min	4:55
Dog Parks	Direction Requested	20 min	5:20
Comp & Class Plan Preliminary Meeting	Direction Requested	30 min	5:40
Agenda Setting		20 min	6:00
Legislative Review		10 min	6:20
Council Around the Table		10 min	6:30
Approximate Ending Time:			6:40

January 21, 2020 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
C = Item is on Consent N = Item is not on Consent					
Public Hearing: Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the Ihli Addition to the City of Casper complies with W.S. §15-1-402. 1. Resolution. 2. Third reading Ordinance Approving Annexation, and Zoning of the Ihli Addition		N			
Amendment to Section 10.24.020 of the Casper Municipal Code Pertaining to the Metro Road Speed Zone. 2nd reading			N		
Consideration of an Appeal of the Planning and Zoning Commission's Decision to Deny a Zone Change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, Generally Located at the Corner of Events Drive and North Poplar Street, North of Wilkins Way, From PH (Park Historic) to C-4 (Highway Business). 2nd Reading (if needed)			N		



AMOCO REUSE AGREEMENT JOINT POWERS BOARD

2435 King Blvd, Suite 249
Casper, WY 82604
(307) 472-5591

renee@arajpb-casper.org

AMOCO REUSE AGREEMENT JOINT POWERS BOARD MEETING MINUTES

6:00 pm Wednesday, November 13, 2019
2435 King Blvd, Big Horn Conference Room, Casper, WY 82604

Present: Reed Merschat, Ben Schrader, Bob Chynoweth, Jerad Stack, Bob Hopkins, Jim Belcher, and Brook Kaufman

Excused Absences: Doug Follick, and Terry Lane

Others Present: Brendan La Chance (Oil City News), Matt Reams (Three Crowns), and Renee Hahn (ARAJPB)

With a quorum in attendance, the meeting was called to order at 6:01 p.m. by Chairman Merschat. All attendees were asked to participate in the Pledge of Allegiance to the Flag.

1. Minutes from the Regular Meeting on October 9, 2019

No corrections were made to the October 9th Minutes.

A motion was made by Mr. Chynoweth and seconded by Mr. Stack to approve the Meeting Minutes.

There being no further discussion, the Board proceeded to vote. The motion carried with all in attendance voting aye.

(Copy of Minutes on file.)

2. Treasurer's Report

Details on investment accounts were given by Mr. Chynoweth. He reviewed the vouchers listed on the Treasurer's Report as of November 13, 2019. He asked if there were any questions and there were none.

A motion was made by Mr. Stack and seconded by Ms. Kaufman to approve the reports and authorize payment of all vouchers listed on the Treasurer's Report. There being no further discussion, the Board proceeded to vote on the Treasurer's Report. The motion carried with all members in attendance voting aye.

- Investment & Financial – Mr. Chynoweth explained “After the Three Crowns Golf Carts are returned the asset and liability will be removed from ARAJPB’s Financial Statement.” He also informed the Board that a total of five securities will be coming available or renewed in 2020

for a total of \$2,800,000. Ms. Kaufman thanked Mr. Chynoweth for his outstanding monthly presentations.

3. Committee Reports

- Architectural Review – Mr. Stack stated “No report.”
- Platte River Commons – Mr. Hopkins stated “There was no report.” Ms. Hahn and Mr. Merschat informed the Board that The Wyoming Geological Association (WGA) had requested a presentation about the Platte River Commons. This presentation was given by both Mr. Merschat and Ms. Hahn at the Clarion on November 1st.
- Three Crowns - Mr. Reams reported Three Crowns Golf Course closed on November 1st for the season. The restaurant winter hours are Monday through Friday from 11-2 p.m. He also informed the Board that the sprinkler system has been blown out for the season without any difficulties. The greens will be dressed with sand then covered to maintain the moisture throughout the winter months. Mr. Reams also has begun the budgeting process for next year. Landscapes Unlimited (LU) Management will be reviewing the final budget in January 2020. Mr. Reams has already returned shop inventory that will be realized on the November Financials. Mr. Chynoweth congratulated Mr. Reams and the team at LU for their remarkable work this past year. “With rounds down 30% and to be able to carry a \$17,000 loss is noteworthy.”

Mr. Belcher inquired on the percentage of people using carts rather than walking during play. Mr. Reams explained that 99% of the golfers use carts. Mr. Belcher stated a \$36,000 increase for the new carts is high. Mr. Reams agreed but felt there were many more opportunities to recoup these dollars. He described the following prospects; reducing the number of carts needed in the fleet, marketing opportunities because the GPS system allows sponsors to be activated on the carts. Three Crowns will be the only course in Casper to offer the GPS which might be an attraction to build rounds, and by having the GPS, it will also reduce the number of Marshalls needed to patrol the course because he is able to view the entire course where players are located.

Mr. Stack inquired if the Three Crowns Committee had already approved the new carts. Mr. Reams explained this will be voted on at next weeks meeting on the 21st. Mr. Stack felt this was risk worth taking.

- Refined Properties - Mr. Stack stated “The purchaser for Phase Four, Lot 1 is required to perform more testing. The purchase price was adjusted to cover these costs and is still planned to close in December.”

He explained that The Platte River Commons (PRC) property lines have been surveyed and mapped by BP. “We now understand that the property on the northwest corner of Poplar and Collins Street is owned by BP. ARAJPB’s property lines begin at the Via Linda Trail.

He also informed the Board that the draft for the Field House Feasibility Study is currently being reviewed by SFA. “They created a model that was far too extensive for the community’s needs.”

- Executive Committee - Mr. Merschat stated a future property sale was discussed and then reviewed all the upcoming meetings.

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

Ms. Kaufman, County Representative reported the County’s 2019 issued building permits for residential have increased 37% and the commercial permits increased 67%. The County is still searching for a new Parks Director.

Mr. Hopkins reported that the City's River Revival Project has become very costly due to pollutants that were found. It is estimated the project has cost overruns of half a million dollars. The job is being reviewed and is estimated to be completed in a two-year timeframe. Mr. Hopkins also stated the Plains Building Property has now been sold.

5. **Other**

Mr. Stack asked for a volunteer from ARAJPB to work on the possible Verizon Tower since he will be leaving the Board next month. Mr. Merschat offered to assist in this project. Mr. Stack is currently researching a lease agreement with the City Attorney and Refined Properties.

6. **Future Meetings/Agenda**

November 21st - Three Crown's Committee meeting 7:30 a.m. held at 2435 King Blvd., Big Horn Conference Room.

December 11th - Regular Board meeting 5:00- 5:30 p.m. at 1601 King Blvd., Three Crowns Golf Course.

December 19th - Three Crown's Committee meeting 7:30 a.m. held at 2435 King Blvd., Big Horn Conference Room.

7. **Public Comment**

None.

8. **Good of the Order**

None.

9. **Adjournment**

There being no further action by the Board, a motion was made by Mr. Schrader and seconded by Mr. Stack to adjourn the meeting at 6:57 p.m. The motion carried with all members in attendance voting aye.

12/11/19
Date

12/14/19
Date

[Signature]
Board Officer

[Signature]
Presiding Officer



State of Wyoming
City of Casper
 200 N David St Phone: (307) 235-8264
Building Department
 November 2019 Report



Type of Permit	Number of Permits	Fees	Valuations
New-Storage Bldg	2	\$234.00	\$7,500.00
Rep-Re-Roof	19	\$2,859.00	\$126,180.15
Rep-Deck	4	\$470.00	\$15,368.25
Rem-Basement	4	\$1,453.00	\$112,000.00
New-Residential	5	\$9,861.00	\$1,260,000.00
Rep-Res misc	5	\$1,372.00	\$113,084.00
Rem-Commercial	7	\$6,365.65	\$432,865.00
Rem-Kitchen	2	\$266.00	\$11,000.00
Dem-Residential	1	\$200.00	\$0.00
Dem-Commercial	1	\$300.00	\$0.00
Add-Commercial	3	\$24,121.35	\$2,460,000.00
Rem-Bathroom	1	\$152.00	\$7,000.00
Rem-Residential	2	\$540.00	\$37,000.00
New-Commercial	1	\$260,723.65	\$24,465,320.00

57	\$308,917.65	\$29,047,317.40
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Electrical Permits Issued	Fees Invoiced
59	\$8,640.00

Mechanical Permits Issued	Fees Invoiced
46	\$25,526.40

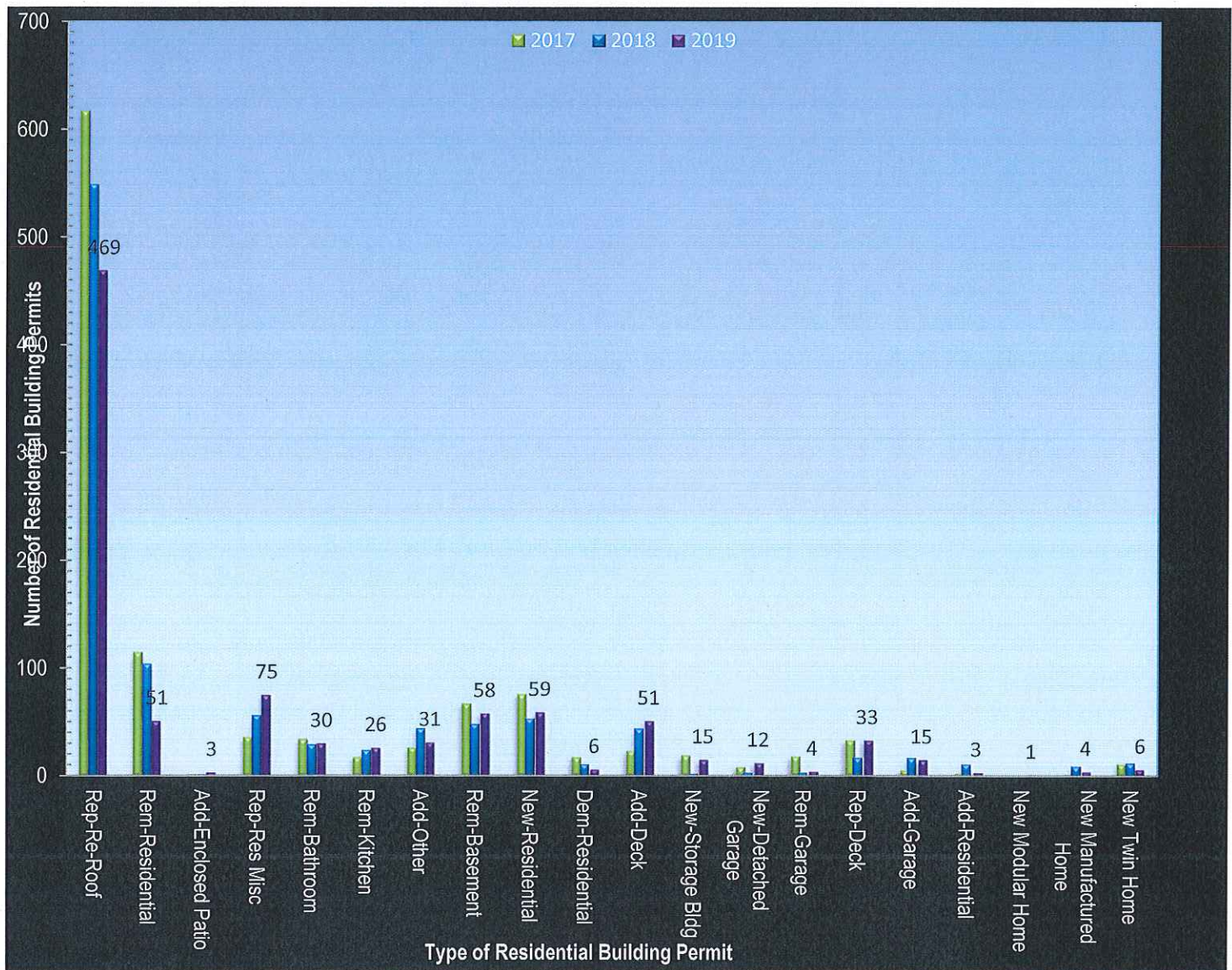
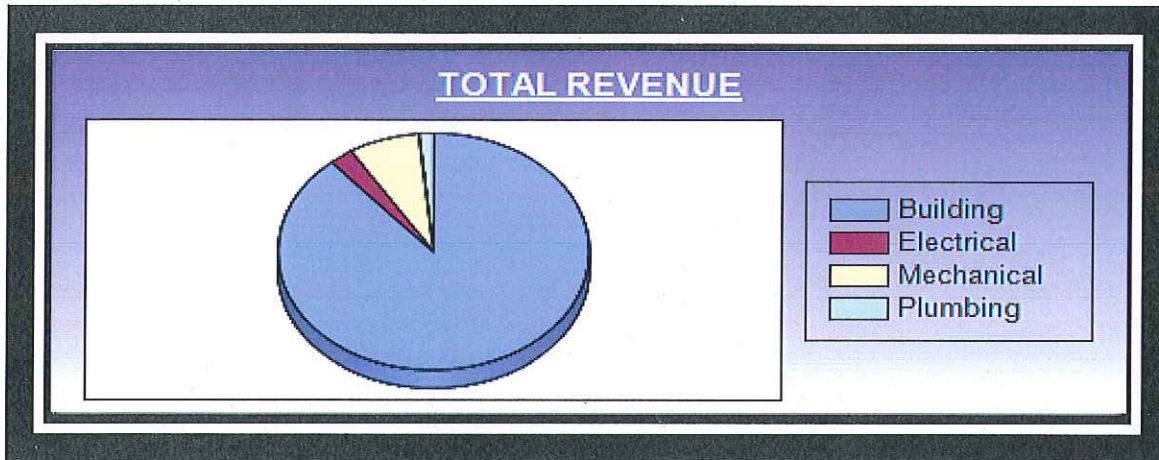
Plumbing Permits Issued	Fees Invoiced
73	\$5,450.00

Single Family Houses YTD			October 2019 Single Family Houses		
2018		53		2018	1
2019		59		2019	5



COMMUNITY DEVELOPMENT
DEPARTMENT

State of Wyoming
City of Casper
200 N David St Phone: (307) 235-8264
Building Department
November 2019 Report





COMMUNITY DEVELOPMENT
DEPARTMENT

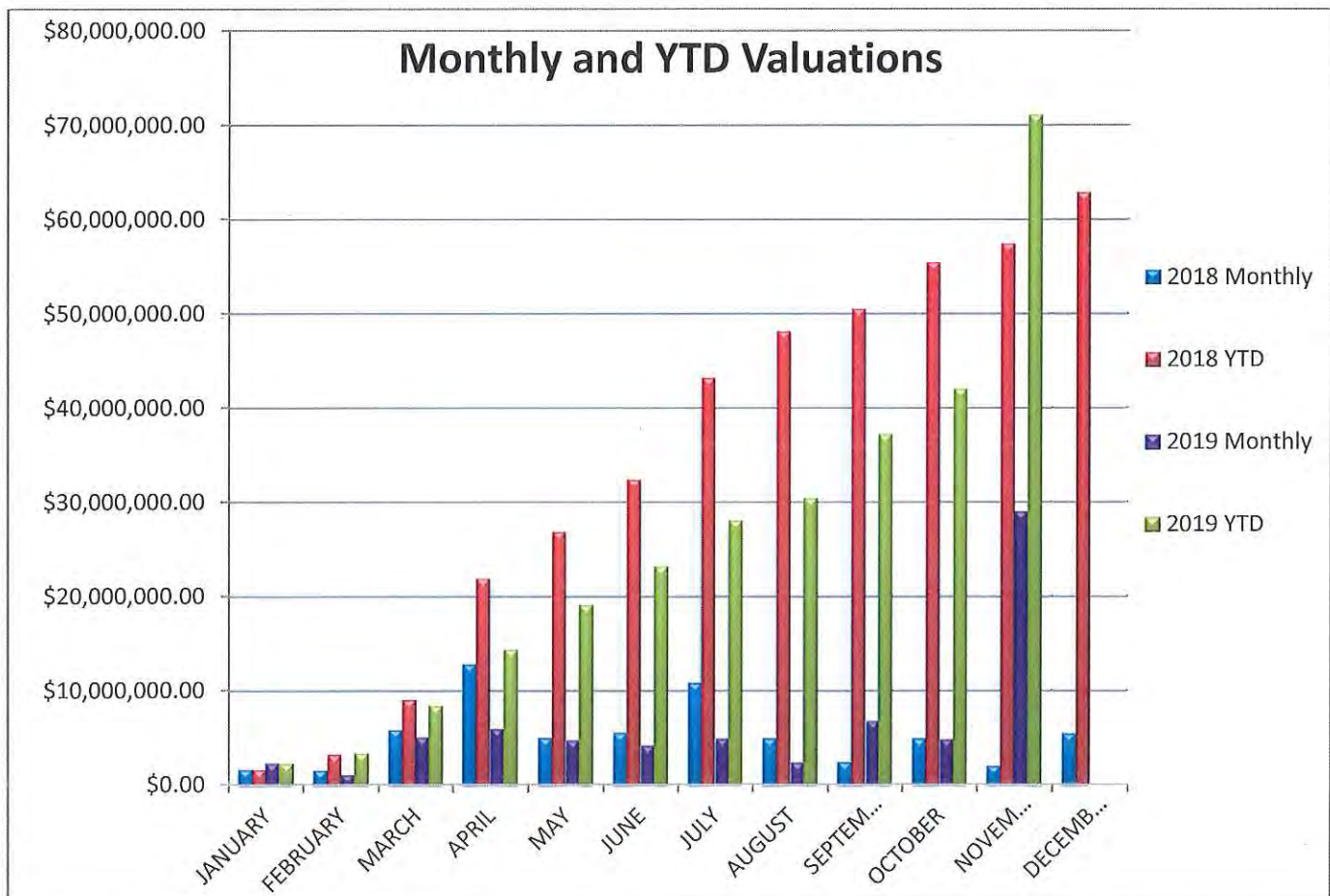
State of Wyoming
City of Casper
200 N David St Phone: (307) 235-8264
Building Department
November 2019 Report



MONTH	2018 Monthly Valuation	2018 YTD Valuation	2019 Monthly Valuation	2019 YTD Valuation
JANUARY	\$1,661,039.40	\$1,661,039.40	\$2,282,162.88	\$2,282,162.88
FEBRUARY	\$1,551,977.75	\$3,213,017.15	\$1,036,308.48	\$3,318,471.36
MARCH	\$5,836,851.00	\$9,049,868.15	\$5,072,606.25	\$8,391,077.61
APRIL	\$12,821,244.41	\$21,871,112.56	\$5,948,987.11	\$14,340,064.72
MAY	\$4,985,808.62	\$26,856,921.18	\$4,696,267.67	\$19,036,332.39
JUNE	\$5,525,644.37	\$32,382,565.55	\$4,152,642.58	\$23,188,974.97
JULY	\$10,827,919.90	\$43,210,485.45	\$4,876,893.38	\$28,065,868.35
AUGUST	\$4,916,015.14	\$48,126,500.59	\$2,360,633.06	\$30,426,501.41
SEPTEMBER	\$2,389,571.30	\$50,516,071.89	\$6,790,186.21	\$37,216,687.62
OCTOBER	\$4,907,298.90	\$55,423,370.79	\$4,799,859.60	\$42,016,547.22
NOVEMBER	\$2,004,394.65	\$57,427,765.44	\$29,047,317.40	\$71,063,864.62
DECEMBER	\$5,442,555.00	\$62,870,320.44	\$0.00	\$0.00
	<u>\$62,870,320.44</u>	<u>\$62,870,320.44</u>	<u>\$71,063,864.62</u>	<u>\$71,063,864.62</u>

LARGE VALUATIONS:

November 2019 - New State Office Building Project 444 W Collins Dr.: \$24,465,320.00





State of Wyoming
City of Casper
 200 N David St Phone: (307) 235-8264
Building Department
Fees Collected
November 2019 Report



BUILDING PERMITS (INCLUDES DEMO PERMITS)	\$ 174,565.40
ELECTRICAL PERMITS	\$ 924.00
MECHANICAL PERMITS	\$ 210.00
PLUMBING PERMITS	\$ 479.00
ELECTRICAL LICENSES	\$ 37.50
PLUMBING LICENSES	\$ -
MOBILE HOME LICENSES	\$ -
MECHANICAL LICENSES	\$ -
UTILITY LICENSES	\$ 25.00
GENERAL CONTRACTORS LICENSES	\$ 300.00
SIGN PERMITS	\$ 246.00
C-CAN PERMITS	\$ 25.00
EROSION CONTROL PERMITS	\$ 550.00
MOBILE HOME PERMITS	\$ 150.00
PLAN CHECK FEES	\$ 138,220.60
PLANNING FEES	\$ 5,000.00
Totals:	\$ 320,732.50

MONTHLY INSPECTIONS:

BUILDING	ELECTRIC	PLUMBING	MECHANICAL
145	125	111	58
CONSULTS	PLAN REVIEW	FIRE	
6	14	0	

YTD INSPECTIONS:

BUILDING	ELECTRIC	PLUMBING	MECHANICAL
1774	1787	1390	578
CONSULTS	PLAN REVIEW	FIRE	
178	336	0	

2019 Monthly Inspections
November 2019

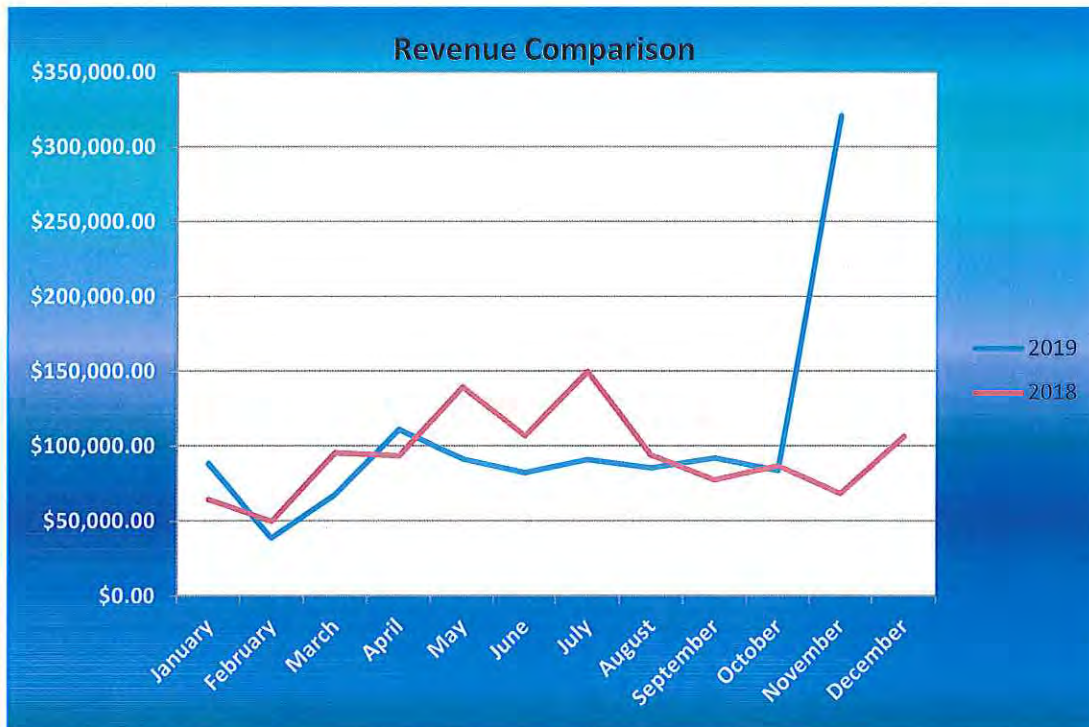
Inspector	Building Inspections	Electrical Inspections	Plumbing Inspections	Mechanical Inspections	Plan Reviews	Fire Training/ Inspections	Consults, Gray Slips, Miscellan eous	Total Inspections and Plan Reviews
Lonnie Genoff	1	0	99	57	0	0	0	157
Justin Scott	103	1	1	0	6	0	0	111
Shawn Barrett	5	69	0	0	2	0	0	76
Dan Elston	36	0	11	1	6	0	6	60
Russ Lutz	0	55	0	0	0	0	0	55
								0
Monthly Total	145	125	111	58	14	0	6	459
YTD Totals	1774	1787	1390	578	336	0	178	6043



State of Wyoming
City of Casper
 200 N David St Phone: (307) 235-8264
Building Department
Revenue Collected
November 2019 Report



Month	TOTAL REVENUE FOR 2018	TOTAL REVENUE FOR 2019
January	\$64,406.94	\$88,267.32
February	\$49,910.69	\$38,690.00
March	\$95,661.23	\$67,734.89
April	\$93,605.60	\$111,120.24
May	\$139,648.90	\$91,425.56
June	\$106,906.31	\$82,163.47
July	\$149,912.87	\$91,126.33
August	\$93,951.10	\$85,385.10
September	\$77,512.91	\$92,043.97
October	\$86,919.71	\$83,846.10
November	\$68,523.56	\$320,732.50
December	\$106,530.13	
	\$1,133,489.95	\$1,152,535.48




 Dan Elston: Building Official

Casper's Council for People with Disabilities - AGENDA

Thursday, December 19, 2019 at 11:30 AM

Downstairs Meeting Room - City Hall, 200 North David Street, Casper

1. Sign-In on Roster & Guest Introductions
2. Review of the previous month's minutes & approval of minutes
3. Presentation from representatives of Confident Navigator
4. Old Business:
 - Discuss updates from Committees since the last Council meeting on November 21st to address established priorities as listed below:
 - o QOL Committee – Zulima Lopez, Chairperson
 - i. Public transportation expansion and operating times
 - o Public Relations (PR) Committee – John Wall, Chairperson
 - ii. Casper's Council for People with Disabilities Facebook Page – John Wall to be the Administrator
 - 1. Council members are to present their recommendations for content on the Facebook page.
 - iii. Casper's Council for People with Disabilities website page to be established on the City of Casper's website.
 - 1. Council members are to present their recommendations for content on the website – a page on the City of Casper's website.
 - iv. The email address established for this Council is to be:
disabilitycouncil@casperwy.gov
 - v. Quarterly flyer or brochure to be developed.
 - o Events Committee – Nikki Green, Chairperson
 - vi. Updates regarding the Casper Disability Day event to be scheduled in March, 2020 in conjunction with Disability Awareness Month.
 - 1. Vendor Letter Update
 - 2. Date of the event moved to March 7th, 2020 at the Ramkota Hotel & Conference Center
 - 3. Mailing list and information about the City of Casper completing the mailing
 - o Fundraising Committee – Linda Jones, Chairperson
 - vii. Updates regarding the tax-deductible status of any donations received for this Council.
 - viii. Follow up discussion on possible bake sale in April, 2020
5. New Business:
 - Advertising & process for adding new members to the Council

- Presentation request from Tammi Hanshaw, a Partnership Specialist with the U.S. Census Bureau
- Any other new business or public comment

6. The next scheduled meeting is January 23, 2020 at 11:30 AM.



**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

Ken Waters,
Secretary

Paul Bertoglio,
Treasurer

Steve Cathey

Steve Freel

Mike Huber

Charlie Powell

REGULAR JOINT POWERS BOARD MEETING AGENDA

Tuesday

December 17, 2019

11:30 a.m.

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

1. Announcements
2. Approve Minutes – November 19, 2019 *
3. Approve Vouchers – December 2019 *
4. Approve Financial Report – November 2019 *
5. Operations Update
6. Public Comment
7. Old Business
 - a) Other
8. New Business
 - a) Presentation of FY2019 Audit by Skogen, Cometto, & Associates, P.C.
 - b) Consider Change Order No. 2 to the Water Treatment Plant SCADA Improvements, Project No. 17-038 for the price increase amount of \$19,454.08 *
 - c) Consider a Contract for Professional Services with HDR Engineering, Inc. for the 2.6M Gallon Tank Roof Repairs in the amount of \$114,500 *
 - d) Other
9. Executive Session – Potential Litigation
10. Chairman's Report

Next Meeting: Regular JPB Meeting – January 21, 2020

****Indicates Attachment***



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

MEETING PROCEEDINGS

November 19, 2019

A public meeting of the Central Wyoming Regional Water System Joint Powers Board (Board) was held Tuesday, November 19, 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, Secretary Waters, Treasurer Bertoglio, and Board Members Cathey, Freel, Huber and Powell.

City of Casper – Cathey, Freel, Huber, Powell, Andrew Beamer, Bruce Martin, Brian Schroeder, Clint Conner, Janette Brown

Natrona County – Bertoglio

Salt Creek Joint Powers Board – King

Wardwell Water & Sewer District – Keffer

Pioneer Water & Sewer District – Waters

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 —

The Board meeting was called to order at 11:30 a.m.

1. There were no Announcements.

2. Chairman King asked for a motion to approve the minutes from the October 15, 2019 meeting. A motion was made by Board Member Huber and seconded by Secretary Waters to approve the minutes from the October 15, 2019 meeting. Motion put and carried.
3. Mr. Martin informed the Board that two additional vouchers were added to the voucher listing: voucher 8087 for HDR Engineering, Inc. for the Wardwell Tank Repairs in the amount of \$1,761.25; and voucher 8088 for 71 Construction, Inc. for the North Platte River Exposed Waterline Stabilization Project No. 17-097 PP#2 in the amount of \$87,908.75. 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 November 2019 vouchers. A motion was made by Secretary Waters and seconded by Vice-Chairman Keffer to approve the November 2019 voucher list to include voucher numbers 8078 through 8088 in the amount of \$1,389,926.92. 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 October 2019 was 192 MG, which is 29 MG less than the five year average of 221 MG. Mr. Martin stated that year-to-date production is 2.02 BG compared to the five year average of 1.96 BG.

Mr. Martin asked the Board to reference the Statement of Revenues and Expenses in the monthly compilation. Mr. Martin stated that Water Sales is \$521,941 more than the same time last year. Mr. Martin stated that this increase is due to the water rate increase and the increased production this summer.

Mr. Martin stated that Total Operating Expenses increased 17.12% over last year due. Mr. Martin stated that this percentage will smooth out as it has to do with increased chemical purchases, timing of purchases, and maintenance work that has been done. Mr. Martin stated that Interdepartmental Charges have not been posted so far this year, but should be in the Operations Reimbursement next month as the City Finance Department is working on getting them posted, so it will be a large figure to get caught up.

Mr. Martin stated that System Investment Charges are \$100,000 higher than last year.

Chairman King asked for a motion to approve the October 2019 Financial Report as presented. A motion was made by Treasurer Bertoglio and seconded by Board Member Powell to approve the October 2019 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 SCADA Project is moving along. Mr. Schroeder stated that the contractor has completed switching the wells over to the new SCADA system, and has started the boosters and tanks, but is waiting on parts this week. Mr. Schroeder stated that the Operators are liking the new SCADA system so far.

Mr. Schroeder stated that wintertime production is 5 to 6 MGD.

Mr. Schroeder stated that the contractor has completed the Recharge Intake Project, which was to extend the intake pipe farther out into the river.

Mr. Schroeder stated that City Engineering is working on a contract for design and construction administration for the 2.6MG tank roof. Mr. Schroeder stated that this tank most likely will not be back in service until next fall. Mr. Schroeder stated that the new Backwash Tank was in use all summer and worked well so he isn't worried. Secretary Waters asked if the roof or the supports for the roof are the issue with the tank. Mr. Schroeder stated that he believes it is the supports. Mr. Martin stated that above the waterline in the tank is severely corroded by ozone. Mr. Martin stated that the contract for the roof design will be brought to the Board for consideration at the December meeting.

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

Mr. Conner stated that the paint inspection for the Airport Elevated Tank was completed and the contractor will come back in the spring to fix a couple of paint spot issues.

Mr. Conner stated that during routine bacteria sampling the Wardwell Tank tested positive. Mr. Conner stated that the tank outlet waterline was tested and was fine; the valves were closed and the bacteria was confined to the tank. Mr. Conner stated that leaks were found on the new roof, which caused the bad sample. Mr. Conner stated that the contractor will be here Thursday to make repairs and add support to the vents. Mr. Conner stated that the tank is out of service until the repairs are completed. Board Member Huber asked how positive results on water tanks are treated. Mr. Conner stated that the tank is taken out of service, drained, inspected, chlorinated, and refilled. Mr. Conner stated that then the tank must pass testing before it is put back in service.

Mr. Conner stated that staff pumped the non-draining hydrants.

Mr. Conner stated that the Exposed Waterline Project is completed and looks really good; the property owner is happy with the work.

Mr. Conner stated that the Airport Line is being entered into GIS.

Mr. Conner stated that the contactor drain valves will be replaced this winter. Mr. Conner stated that the size of the valves might be reduced and changed to a ball valve.

6. There was no Public Comment.
7. There was no Old Business.
 - a. There was no Other Old Business.
8. There was no New Business:

- a. There was no Other New Business.
9. In the Chairman's Report, Chairman King stated that the next regular meeting will be held on December 17, 2019.

A motion was made by Secretary Waters and seconded by Treasurer Bertoglio to adjourn the meeting at 11:50 p.m. Motion put and carried.

Chairman

Secretary

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

**UNAPPROVED VOUCHER LISTING
December 10, 2019**

VOUCHER NO.	VENDOR	DESCRIPTION	AMOUNT
8089	City of Casper	Loan Payment	\$127,960.40
8090	Intermountain Motor Sales	Capital Expense – Dewatering Pump Repair	\$8,331.79
8091	HDR Engineering, Inc.	Capital Expense – WTP SCADA Improvements PP#28	\$13,502.48
8092	CK Mechanical, Inc.	Capital Expense – Clean New Roof Drains on 3 rd Floor	\$300.00
8093	City of Casper	Operations Reimbursement – Nov19	\$293,912.49
8094	HOA Solutions, Inc.	Capital Expense – SCAD System Upgrade, Project No. 17-038, PP#1	\$159,080.40
8095	HOA Solutions, Inc.	Capital Expense – SCAD System Upgrade, Project No. 17-038, PP#2	\$269,636.40
8096	HOA Solutions, Inc.	Capital Expense – SCAD System Upgrade, Project No. 17-038, PP#3	\$203,395.19
8097	HOA Solutions, Inc.	Capital Expense – SCAD System Upgrade, Project No. 17-038, PP#4	\$73,949.00
8098	HDR Engineering, Inc.	Capital Expense – WTP SCADA Improvements PP#29	\$15,647.54
8099	Williams, Porter, Day & Neville, P.C.	Legal Expense – Nov19	\$87.50
8100	Skogen, Cometto & Associates, P.C.	FY2019 Audit Fieldwork in Process & Drafting of Financial Report	\$16,500.00
		Total	\$1,182,303.19

*

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

**INVOICE &
STATEMENT OF ACCOUNT**

8093

Page 1 of 1

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

DATE: 12/4/2019

CUSTOMER ACCOUNT#: 2784

ACCOUNT SUMMARY

Invoices Due Upon Receipt

TRANSACTION DATE	INVOICE #	DESCRIPTION	STATUS	INVOICE AMOUNT/ CHARGES REMAINING
11/30/2019	181088	NOVEMBER 2019 OPERATIONS REIMBURSEMENT	CURRENT	\$293,912.49

November 2019 Total Reimbursement Invoice			
9010.00	Wages & Salaries Dir Labor - O&M		\$167,727.21
9020.00	Chemical Charge - O&M		\$14,270.67
9030.00	Utilities - O&M		\$92,968.44
9040.00	Supplies - O&M		\$5,436.87
9060.00	Training - O&M		\$0.00
9070.00	Major Maint, Repair, Replc - O&M		\$3,863.80
9080.00	Testing & Lab Services - O&M		\$4,861.25
9090.00	Other Reimbursable Costs - O&M		\$4,237.25
6025.10	Capital		\$547.00
	80-404000-5819 Invoice Total		\$293,912.49

NEW CHARGES	
PREVIOUS BALANCE	\$293,912.49
TOTAL AMOUNT DUE	\$293,912.49

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: \$293,912.49

AMOUNT ENCLOSED: **\$293,912.49**

Pay Invoice(s): **181088**

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
November 30, 2019

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
ALBERTSONS #0060	Other Materials & Supplies	11/15/2019	00005246	30.98	Pop/ paper plates
ALBERTSONS #0060	Other Materials & Supplies	11/15/2019	00043400	31.63	Pop paper plates
ALBERTSONS #0060	Other Materials & Supplies	11/15/2019	00620622	-31.63	Pop Paper plates credit
ALSCO INC.	Laundry/Towel	11/12/2019	LCAS1301219, 1304027	133.42	Mats, Mops, Towels
ATLAS OFFICE PRODUCT	Other Materials & Supplies	10/10/2019	53878-1	33.73	Cleaning Supply
ATLAS OFFICE PRODUCTS	Other Materials & Supplies	11/04/2019	C 53878-0	-9.32	Office Supply credit - return folders
ATLAS OFFICE PRODUCTS	Other Materials & Supplies	11/04/2019	53878-0	18.64	Office and Cleaning Supplies
AWWA - P-CARD VENDORS	Dues and Subscriptions	10/10/2019	7001723633	214.00	Annual Membership dues
BLACK HILLS ENERGY	Natural Gas	11/25/2019	RIN0029933	4,252.63	Natural Gas
CENTURYLINK	Communication	11/04/2019	7818	19.48	Phone Use- VOIP
CENTURYLINK	Communication	11/04/2019	1478622948	4.59	Voip
CITY OF CASPER	Refuse Collection	11/25/2019	RIN0029931	119.50	Sanitation Bill
CITY OF CASPER	Sewer	11/25/2019	RIN0029931	24.56	Sewer Bill
COASTAL CHEMICAL CO LL	Other Materials & Supplies	11/04/2019	0120078	55.76	Vehicle Fuel
DPC INDUSTRIES, INC.	Chemicals	11/25/2019	737004854-19	7,011.65	NAHypo
EMPLOYEE REIMBURSEMENT	Other Materials & Supplies	11/04/2019	RIN0029905	120.99	Boot Reimbursement
Energy Laboratories - P-CARD VENDORS	Testing	10/10/2019	274338	231.00	Lab Test TAS
Energy Laboratories - P-CARD VENDORS	Testing	10/28/2019	272710	2,722.00	Lab Test 1/4 DBP
Energy Laboratories - P-CARD VENDORS	Testing	10/31/2019	273681	27.00	Lab Test BCT
ENERGY LABORATORIES IN	Testing	11/18/2019	274338	231.00	Lab test TAS
ENERGY LABORATORIES IN	Testing	11/18/2019	275497	231.00	Lab Test TAS
ENERGY LABORATORIES IN	Testing	11/18/2019	277600	57.00	Lab Test Well Mix
ENERGY LABORATORIES IN	Testing	11/12/2019	276284	22.00	Lab Test BCT
FERGUSON ENTERPRISES	Maint/Repair (non contract)	10/31/2019	CC843306	242.16	Toilet repair
GRAINGER, INC.	Other Materials & Supplies	10/31/2019	1365990144	24.69	Heat Lamp for Ozone
Health Insurance	Health Insurance	11/14/2019		6,189.11	Health Insurance
Health Insurance	Health Insurance	11/27/2019		6,189.11	Health Insurance
Health Insurance Transfer	Tranfers Out	07/31/2019		892.87	Additional Health Insurance Allocation
Health Insurance Transfer	Tranfers Out	08/30/2019		892.87	Additional Health Insurance Allocation
Health Insurance Transfer	Tranfers Out	09/30/2019		892.87	Additional Health Insurance Allocation
Health Insurance Transfer	Tranfers Out	10/31/2019		892.87	Additional Health Insurance Allocation
Health Insurance Transfer	Tranfers Out	11/30/2019		892.87	Additional Health Insurance Allocation
HOMAX OIL SALES INC	Gas/Fuel	11/18/2019	0486469	1,445.86	Bulk fuel generator
IDEXX DISTRIBUTION INC	Lab Supplies	11/12/2019	3055529854	1,202.98	LAB supplies - Colilert & Sample Bottles
Interdepartmental Services	Internal Services	07/31/2019		8,318.45	ID SRVFEE
Interdepartmental Services	Internal Services	07/31/2019		1,167.56	COM ID CHR
Interdepartmental Services	Internal Services	08/30/2019		8,318.45	ID SRVFEE
Interdepartmental Services	Internal Services	08/31/2019		1,167.56	COM ID CHR
Interdepartmental Services	Internal Services	09/30/2019		8,318.45	ID SRVFEE

City of Casper Wyoming
Expenditure Reimbursement Request
November 30, 2019

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
Interdepartmental Services	Internal Services	09/30/2019		1,167.56	COM ID CHR
Interdepartmental Services	Internal Services	10/31/2019		8,318.45	ID SRVFEE
Interdepartmental Services	Internal Services	10/31/2019		1,167.56	COM ID CHR
Interdepartmental Services	Internal Services	11/22/2019		1,167.56	COM ID CHR
Interdepartmental Services	Internal Services	11/22/2019		8,318.45	ID SRVFEE
INTERSTATE ALL BATTERY	Other Materials & Supplies	11/19/2019	1904002008674	3.99	Battery for Gas Meter
INTERSTATE ALL BATTERY	Other Materials & Supplies	11/04/2019	1904002008656	9.00	Batteries for Remote
JERSEY MIKES	Other Materials & Supplies	11/19/2019	01-001013-01-240666	38.36	Lunch meeting with HDR
Journal Entry	Maint/Repair (non contract)	11/21/2019		2,830.67	Reclass Expense
LONG BUILDING TECHNOLOGIES	Maint/Repair (non contract)	11/01/2019	SRVCE0102500	790.97	Troubleshoot Ozone Boiler
LONG BUILDING TECHNOLOGIES	Maintenance Agreements	11/01/2019	SCPAY0045906	4,237.25	Oct-Dec 2019 Maintenance Agreement
LOWER & CO.	General Supplies and Materials	11/01/2019	19-064	900.00	Wardwell Pedestal Water Tank Assessment
Other Insurance	Other Insurance	11/30/2019		277.93	Other Insurance Benefits
Payroll	Personnel	10/31/2019		34,378.46	10/31/19 Payroll
Payroll	Personnel	11/14/2019		30,362.22	11/14/19 Payroll
Payroll	Personnel	11/27/2019		32,241.52	11/27/19 Payroll
ROCKY MOUNTAIN AIR SOL	Chemicals	11/07/2019	30093205, 30101252	7,259.02	Chemical - Oxygen
ROCKY MOUNTAIN POWER	Electricity	11/25/2019	RIN0029937	77,703.14	Electricity - WTP, Wells
ROCKY MOUNTAIN POWER	Electricity	11/25/2019	RIN0029937	10,838.81	Electricity - Meters, Tanks, Boosters
THE HOME DEPOT	Other Materials & Supplies	11/04/2019	039303/0024361	32.60	Raw Water Insulation
TYLER TECHNOLOGIES INC	Capital	11/26/2019	045-283148	115.89	Tyler conversion training
TYLER TECHNOLOGIES INC	Capital	11/18/2019	045-282202	105.79	Tyler Conversion- Training
TYLER TECHNOLOGIES INC	Capital	11/15/2019	045-281497	88.16	Tyler Conversion Training
TYLER TECHNOLOGIES INC	Capital	11/12/2019	045-275306	66.70	Tyler Conversion Training
TYLER TECHNOLOGIES INC	Capital	11/12/2019	045-280588	67.51	Tyler Conversion Training
TYLER TECHNOLOGIES INC	Capital	11/12/2019	045-280979	102.95	Tyler Conversion Training
UPS 0000008F045W459	Testing	11/14/2019	00008F045W459	137.27	Ship Lab Tests
USA BLUE BOOK	Other Materials & Supplies	11/08/2019	059714	479.95	Well Level Transmitter
USA BLUE BOOK	Other Materials & Supplies	11/07/2019	058455	510.67	Well Level Transmitter
USA BLUE BOOK	Other Materials & Supplies	11/04/2019	054046	1,070.85	Well Level Transmitters
Verizon - P-CARD VENDORS	Communication	10/31/2019	9839242740	5.73	WTP Operator Cell Phone
WARDWELL WATER & SEWER DISTRICT	General Supplies and Materials	11/04/2019	RIN0029914	114.05	Booster/Irrigation
Workers' Compensation	Workers' Compensation	11/15/2019		6,194.46	Workers' Compensation
XEROX CORPORATION/RBO	Other Materials & Supplies	11/08/2019	098567489	208.65	Office Copier Lease
Total				<u>\$293,912.49</u>	

Central Wyoming Regional Water System

Gallons Produced

Fiscal Year 2018-2019

Entity	Gallons of Water Produced					
	11/30/2019	10/31/2019	9/30/2019	8/31/2019	7/31/2019	Year-to-Date
Salt Creek JPB	2,168,233.673	2,758,381.633	3,453,167.347	5,137,603.061	6,543,140.816	20,060,526.531
Wardwell W&S	7,812,144.898	14,089,494.898	29,568,138.776	35,608,590.816	35,250,247.959	122,328,617.347
Pioneer	3,645,804.082	4,451,311.224	6,291,189.796	7,698,387.755	8,113,820.408	30,200,513.265
Poison Spider	697,091.837	654,693.878	1,372,857.143	1,797,346.939	1,758,571.429	6,280,561.224
33 Mile Road	583,316.327	679,846.939	979,489.796	1,027,448.980	1,196,224.490	4,466,326.531
Sandy Lake	675,990.816	1,318,853.061	1,723,878.571	1,811,189.796	2,272,014.286	7,801,926.531
Lakeview	118,436.735	167,226.531	579,789.796	866,826.531	999,478.571	2,731,758.163
Mile-Hi	204,369.388	239,412.245	867,248.980	871,733.673	1,172,442.857	3,355,207.143
City of Casper	134,084,067.245	176,194,179.592	467,197,249.796	568,137,374.449	635,485,546.184	1,981,098,417.265
Regional Water	(1,456,450.000)	(8,172,805.000)	(1,658,000.000)	(940,310.000)	(468,000.000)	(12,695,565.000)
TOTAL	148,533,005.000	192,380,595.000	510,375,010.000	622,016,192.000	692,323,487.000	2,165,628,289.000

TOTAL PRIOR YEAR (FY2019) GALLONS PRODUCED:

3,361,736,483.000

Central Wyoming Regional Water System

Water Rates Billed

Fiscal Year 2018-2019

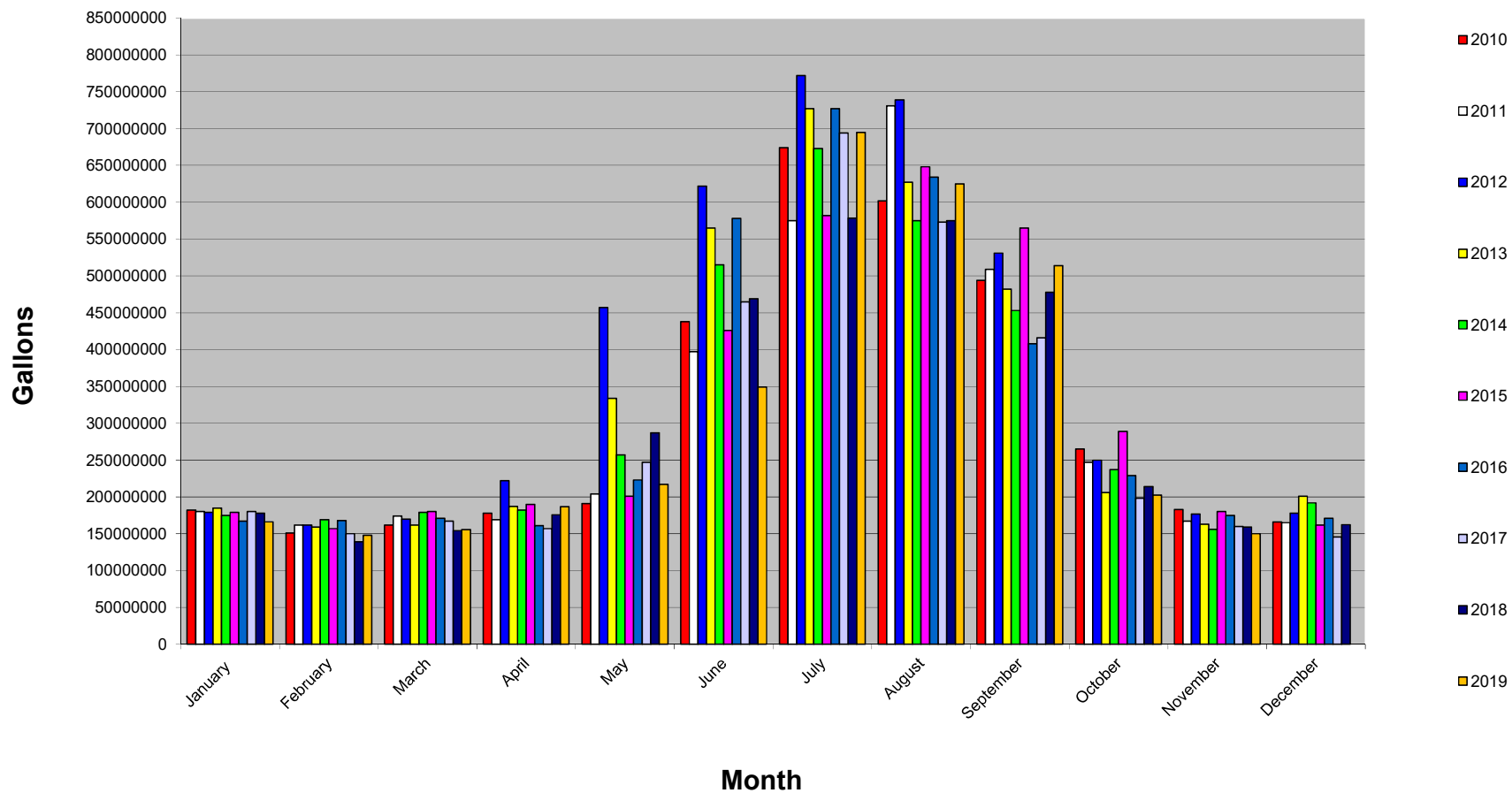
Entity	Water Rates Billed					
	11/30/2019	10/31/2019	9/30/2019	8/31/2019	7/31/2019	Year-to-Date
Salt Creek JPB	\$ 4,184.69	\$ 5,323.68	\$ 6,664.61	\$ 9,915.57	\$ 12,628.26	\$ 38,716.82
Wardwell W&S	\$ 15,077.44	\$ 27,192.73	\$ 57,066.51	\$ 68,724.58	\$ 68,032.98	\$ 236,094.23
Pioneer	\$ 7,036.40	\$ 8,591.03	\$ 12,142.00	\$ 14,857.89	\$ 15,659.67	\$ 58,286.99
Poison Spider	\$ 1,345.39	\$ 1,263.56	\$ 2,649.61	\$ 3,468.88	\$ 3,394.04	\$ 12,121.48
33 Mile Road	\$ 1,125.80	\$ 1,312.10	\$ 1,890.42	\$ 1,982.98	\$ 2,308.71	\$ 8,620.01
Sandy Lake	\$ 1,304.66	\$ 2,545.39	\$ 3,327.09	\$ 3,495.60	\$ 4,384.99	\$ 15,057.72
Lakeview	\$ 228.58	\$ 322.75	\$ 1,118.99	\$ 1,672.98	\$ 1,928.99	\$ 5,272.29
Mile-Hi	\$ 394.43	\$ 462.07	\$ 1,673.79	\$ 1,682.45	\$ 2,262.81	\$ 6,475.55
City of Casper	\$ 258,782.25	\$ 340,054.77	\$ 901,690.69	\$ 1,096,505.13	\$ 1,226,487.10	\$ 3,823,519.95
Regional Water	\$ (2,810.95)	\$ (15,773.51)	\$ (3,540.89)	\$ (1,814.80)	\$ (903.24)	\$ (24,843.39)
TOTAL	\$286,668.70	\$371,294.55	\$984,682.82	\$1,200,491.25	\$1,336,184.33	\$4,179,321.65

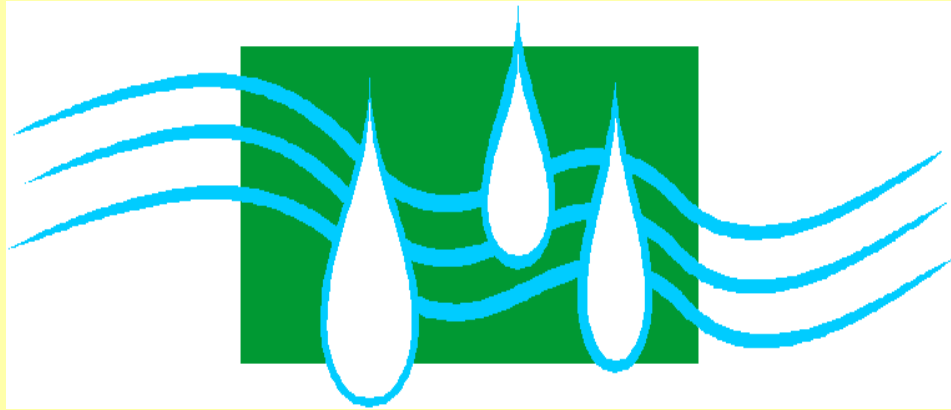
TOTAL PRIOR YEAR (FY2019) BILLING:

\$ 6,193,755.45

*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

November 30, 2019

Prepared by:
City of Casper
Finance Department

**Central Wyoming Regional Water System
Joint Powers Board
Statement of Revenues and Expenses
November 30, 2019**

OPERATING REVENUES	FY2020	FY2019	Variance	Percent Variance
Water sales	\$ 3,892,994	\$ 3,656,376	\$ 236,618	6.47%
Total Operating Revenues	\$ 3,892,994	\$ 3,656,376	\$ 236,618	6.47%
OPERATING EXPENSES				
Operating expenses	\$ 1,672,048	\$ 1,448,144	\$ 223,904	15.46%
Insurance	\$ 36,781	\$ 34,855	\$ 1,926	5.53%
Legal	\$ 1,200	\$ 3,473	\$ (2,274)	-65.46%
Auditing	\$ 7,250	\$ 12,691	\$ (5,441)	-42.87%
Total Operating Expenses	\$ 1,717,279	\$ 1,499,163	\$ 218,116	14.55%
Net Operating Income	\$ 2,175,715	\$ 2,157,213	\$ 18,502	0.86%
NONOPERATING REVENUE (EXPENSES)				
Interest income	\$ 49,353	\$ 47,033	\$ 2,320	4.93%
State Grant/Loan	\$ -	\$ 314,321	\$ (314,321)	-100.00%
Other income - system investment fees	\$ 166,234	\$ 32,202	\$ 134,032	416.22%
Capital expenses	\$ (1,026,749)	\$ (672,232)	\$ (354,517)	52.74%
Interest expense	\$ (150,478)	\$ (236,901)	\$ 86,423	-36.48%
Investment fees	\$ (75)	\$ (75)	\$ -	0.00%
Depreciation	\$ -	\$ -	\$ -	
Total Nonoperating Revenue (Expenses)	\$ (961,715)	\$ (515,652)	\$ 446,063	-86.50%
INCREASE/(DECREASE) IN NET ASSETS	\$ 1,214,000	\$ 1,641,561	\$ 464,565	

[illegible]

WTP Operations Budget Comparison As Of 11/30/19

FUND	ORG	OBJECT	ACCT DESCRIPTION	Original Budget	Encumbered	Revised Budget	Actual	Remaining	Percent Used
202	2020002	6001	Salaries and Wages - FT	692,968.81	0.00	692,968.81	290,010.08	402,958.73	41.85
202	2020002	6002	Salaries and Wages - PT/Season	20,835.36	0.00	20,835.36	7,893.67	12,941.69	37.89
202	2020002	6004	Overtime	14,000.00	0.00	14,000.00	4,758.12	9,241.88	33.99
202	2020002	6005	Standby Pay	12,000.00	0.00	12,000.00	4,398.76	7,601.24	36.66
202	2020002	6007	Accrued Leave	6,000.00	0.00	6,000.00	85.32	5,914.68	1.42
202	2020002	6009	Supplemental Pay	11,200.00	0.00	11,200.00	16,346.80	-5,146.80	145.95
202	2020002	6010	Other Employee Withholdings	2,464.00	0.00	2,464.00	0.00	2,464.00	0.00
202	2020002	6020	FICA/MC Contributions	58,767.62	0.00	58,767.62	23,834.83	34,932.79	40.56
202	2020002	6030	Retirement Contributions	64,304.73	0.00	64,304.73	26,536.07	37,768.66	41.27
202	2020002	6032	Disability Buyback	0.00	0.00	0.00	0.00	0.00	0.00
202	2020002	6040	Worker's Compensation	20,287.71	0.00	20,287.71	6,194.46	14,093.25	30.53
202	2020002	6051	Health Insurance	172,926.21	0.00	172,926.21	66,975.62	105,950.59	38.73
202	2020002	6054	Other Insurance	3,535.21	0.00	3,535.21	1,484.17	2,051.04	41.98
202	2020002	6080	Other Employee Compensation	6,856.00	0.00	6,856.00	2,520.00	4,336.00	36.76
202	2020002	6101	General Supplies and Materials	846,676.82	12,180.80	846,676.82	530,590.18	303,905.84	64.11
202	2020002	6103	Postage and Printing	750.00	0.00	750.00	80.80	669.20	10.77
202	2020002	6111	Electricity	731,340.00	0.00	731,340.00	282,286.09	449,053.91	38.60
202	2020002	6112	Natural Gas	50,000.00	0.00	50,000.00	7,992.98	42,007.02	15.99
202	2020002	6113	Gas/Fuel	10,000.00	0.00	10,000.00	1,445.86	8,554.14	14.46
202	2020002	6150	Maint/Repair (non contract)	50,000.00	294.33	50,000.00	22,008.10	27,697.57	44.60
202	2020002	6160	Uniform Expense	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
202	2020002	6210	Professional Services	6,000.00	0.00	6,000.00	0.00	6,000.00	0.00
202	2020002	6230	Maintenance Agreements	31,049.00	3,300.00	31,049.00	17,306.94	10,442.06	66.37
202	2020002	6240	Testing	42,000.00	0.00	42,000.00	14,787.30	27,212.70	35.21
202	2020002	6251	Laundry/Towel	2,500.00	0.00	2,500.00	820.25	1,679.75	32.81
202	2020002	6256	Internal Services	101,404.00	0.00	101,404.00	56,916.06	44,487.94	56.13
202	2020002	6601	Tranfers Out	10,715.00	0.00	10,715.00	5,357.22	5,357.78	50.00
202	2020002	6720	Travel/Training	4,000.00	0.00	4,000.00	1,020.00	2,980.00	25.50
202	2020002	6731	Communication	2,200.00	0.00	2,200.00	127.08	2,072.92	5.78
202	2020002	6733	Refuse Collection	40,000.00	0.00	40,000.00	777.50	39,222.50	1.94
202	2020002	6734	Sewer	300.00	0.00	300.00	122.80	177.20	40.93
202	2020002	6780	Insurance/Bonds	22,098.82	0.00	22,098.82	11,049.48	11,049.34	50.00
202	2020002	6791	Advertising/Promotion	800.00	0.00	800.00	217.70	582.30	27.21
202	2020002	6793	Dues and Subscriptions	1,200.00	0.00	1,200.00	394.00	806.00	32.83
WTP Operations Totals				\$3,040,179.29	\$15,775.13	\$3,040,179.29	\$1,404,338.24	\$1,620,065.92	46.19

Boosters & Tanks

FUND	ORG	OBJECT	ACCT DESCRIPTION	Original Budget	Encumbered	Revised Budget	Actual	Remaining	Percent Used
202	2020033	6101	General Supplies and Materials	22,000.00	0.00	22,000.00	4,248.69	17,751.31	19.31
202	2020033	6111	Electricity	123,420.00	0.00	123,420.00	40,980.47	82,439.53	33.20
202	2020033	6210	Professional Services	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
202	2020033	6256	Internal Services	169,097.00	0.00	169,097.00	0.00	169,097.00	0.00
Boosters & Tanks Totals				\$316,517.00	\$0.00	\$316,517.00	\$45,229.16	\$271,287.84	14.29

Groundwater Guardian

FUND	ORG	OBJECT	ACCT DESCRIPTION	Original Budget	Encumbered	Revised Budget	Actual	Remaining	Percent Used
202	2020034	6101	General Supplies and Materials	500.00	0.00	500.00	19.93	480.07	3.99
202	2020034	6103	Postage and Printing	200.00	0.00	200.00	22.00	178.00	11.00
202	2020034	6240	Testing	4,500.00	0.00	4,500.00	0.00	4,500.00	0.00
202	2020034	6791	Advertising/Promotion	100.00	0.00	100.00	0.00	100.00	0.00
Groundwater Guardian Totals				\$5,300.00	\$0.00	\$5,300.00	\$41.93	\$5,258.07	0.79

December 17, 2019

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

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

SUBJECT: Authorizing Change Order No. 2 with HOA Solutions, for a price increase of \$19,454.08 for the Water Treatment Plant SCADA Improvements, No. 17-038

Recommendation:

That the Central Wyoming Regional Water System Joint Powers Board authorize Change Order No. 2 with HOA Solutions, for a price increase of \$19,454.08 for the Water Treatment Plant SCADA Improvements, No. 17-038.

Summary:

HOA Solutions is under contract to upgrade the SCADA systems at the Water Treatment plant and remote sites. It was specified in the plans that the Contractor must provide a 24 hour UPS system at the North Park Tank, the Sunrise III Tank, and the Plant Control Panel (PCP). It was discovered that a 24 hour UPS system is not commercially available. The UPS system proposed for the North Park and Sunrise III Tanks will have an 11.3 hour run time. The UPS system proposed for the PCP will provide 30 minutes of power as these systems are already equipped with backup power generation. HOA Solutions has proposed a total deduct of \$3,000.00 for these changes.

The project scope calls for the installation of conduit from the PCP to Filter Control Panel, North Chemical Facility Panel, and the South Chemical Facility Panel. It was discovered that there are existing conduits in place that are suitable and available for the applications proposed in the scope of work. HOA Solutions has proposed a deduct of \$15,000.00 for the use of these conduits.

Installation of new radios at the North Park and Sunrise III Tanks is included in the scope of work. HDR specified radios operating on a licensed frequency for these sites. It was discovered during work that radios operating on an unlicensed frequency would be required for the communication to the booster stations and Water Treatment Plant. HOA Solutions has proposed a cost increase of \$17,036.00 to install the correct radios.

A project was recently bid for the replacement of the CY Booster station. There was only one bid received for this project and the bid was significantly higher than the Engineer's Estimate, and therefore rejected. The project is anticipated to rebid this year but will delay the completion of the booster station significantly. The existing booster station will not be able to communicate with the new SCADA system, and due to the delay in the Booster Stations replacement, City Staff requested a proposal from HOA Solutions to install the required SCADA components that were included in the

booster station replacement scope of work. HOA Solutions has proposed \$24,100.00 to install the SCADA components at the CY Booster Station.

HOA Solutions scheduled Factory Acceptance Testing at their facility in Lincoln Nebraska in November. The testing was to be attended by HDR as part of their agreement with CWRWS. The test was canceled by HOA Solutions with very short notice. HDR requested that HOA reimburse the costs incurred by CWRWS associated with the canceled testing. HOA has agreed to credit the cost in the amount of \$3,681.92.

HDR has reviewed the costs associated with this change order and finds them reasonable. There are no changes in contract time associated with this change order.

Financial Considerations:

Funding for the project is from Drinking Water State Revolving Funds (DWSRF) in the form of a loan. The current contract amount is \$1,327,816.00, with a construction contingency in the amount of \$165,000.00, for a total project amount of \$1,492,816.00. This change order will increase the contract amount to \$1,347,270.08 and decrease contingency to \$145,545.92. The DWSRF representative, Wade Verplancke, has given approval for this change order.

Oversight/Project Responsibility:

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

Attachments:

Change Order #2

Date of Issuance: _____ Effective Date: 12/17/2019
Owner: Central Wyoming Regional Water System Owner's Contract No.: 17-038
Contractor: HOA Solutions Contractor's Project No.: _____
Engineer: HDR Engineer's Project No.: 10060354
Project: SCADA System Upgrades Contract Name: _____

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Deduct for UPS for Critical Master & Repeater Radios (CPR #2) – Total (\$3,000.00)
2. Deduct for Reuse of existing 2" RMC for new fiber (CPR #4) – Total (\$15,000.00)
3. Add Radio Revisions (CPR #5) - _____ Total \$17,036.00
4. Add CY Booster Station (CPR #6) - _____ Total \$24,100.00
5. Deduct for Canceled FAT travel expenses _____ Total (\$3,681.92)

Total Change Order amount (Increase) \$19,454.08

Attachments: *[List documents supporting change]*

Proposals for contract price adjustments for CPR #2, CPR #4, CPR #5, CPR #6, Travel Expense Report.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,392,816.00</u>	Original Contract Times: Substantial Completion: <u>March 1, 2020</u> Ready for Final Payment: <u>May 30, 2020</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>(65,000.00)</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>1,327,816.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>March 1, 2020</u> Ready for Final Payment: <u>May 30, 2020</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>19,454.08</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,347,270.08</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>March 1, 2020</u> Ready for Final Payment: <u>May 30, 2020</u> days or dates

RECOMMENDED:
By: [Signature]
Engineer (if required)
Title: Project Manager
Date: 12/3/2019

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title: _____
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: Assistant Project Mgr.
Date: Dec. 3, 2019

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



9/27/2019

Central Wyoming Regional Water System – SCADA Upgrades

HDR Project #10060354

CPR # 2

Price Deduct for RFI #12 & CPR #2 – UPS runtimes for North Park Tank, Sunrise III & PCP

HOA proposes a deduct of (-\$500) for reducing the runtime for the UPS at North Park Tank and Sunrise III from 24 hours to 11.3. Originally, the specification for these sites was to provide a UPS with 24 hour backup power capability. The UPS specified was an Eaton Powerware 9130 which has reached obsolescence and was replaced by the Eaton 9SX series.

According to Eaton, a 24 hour runtime was not achievable using the 9SX or any other series, thus it is not possible to know what the price might have been.

Additionally, HOA proposes a deduct of (-\$2500) for reducing the runtime for the UPS at the Plant Control Panel (PCP) from 24 hours to 30 mins due to the knowledge that this panel is connected to generator power in the event of electrical utility power failure. This deduct is roughly the cost of the (4) Extended Battery Modules that will be necessary for the other two sites.

In total, HOA is proposing a **Total Deduct of (-\$3000)** for reducing the UPS runtimes at North Park Tank, Sunrise III and the PCP.



10/04/2019

Central Wyoming Regional Water System – SCADA Upgrades

HDR Project #10060354

CPR # 4

Price Deduct for RFI #14 – Reuse of existing 2" RMC conduit within the WTP for New Fiber

HOA proposes a deduct of (-15,000) to utilize the existing 2" conduit already in place from the Plant Control Panel (PCP) to the Filter Control Panel (LCP-0600), North Chemical Facility Panel (LCP-2000) and South Chemical Facility Panel (LCP-1600) to support new fiber optic cable.

In the contract documents, Sheet 03Y002 calls for new 1" PVC coated RGS conduit to be installed from the PCP to North and South Chemical Facility panels as well as 1" RGS from the PCP to the Filtration panel.

This deduct includes labor and material for approximately 590' of conduit per estimation by Modern Electric. This equates to approximately **\$25.42/ft.**



HYDRO OPTIMIZATION & AUTOMATION SOLUTIONS

October 23, 2019

Central Wyoming Regional Water System – SCADA Upgrades

HDR Project #10060354

CPR #5 R.1

Pricing to Change the Radio Backhaul Network, including North Park Tank, Sunrise III and the Water Treatment Plant.

Both North Park Tanks and Sunrise III are designated repeaters for the Distribution system. Per the original plans and specifications these sites would utilize a licensed radio network with a single frequency. They will now utilize 2 separate licensed frequencies to communicate with their associated Booster Pumping Stations and Tanks while utilizing an unlicensed frequency network to repeat to the WTP.

Changes Include:

- Radios - \$12,836.00
- Labor - \$ 1,500.00
- Shipping - \$ 200.00
- Radio License \$ 2,500.00

TOTAL \$17,036.00

(402) 467-3750 (402) 467-1568 (FAX)
2601 West L Street, Suite 1 Lincoln, NE 68522



Hydro Optimization and Automation Solutions

November 21, 2019

CWRWS

Casper, Wyoming

CY Booster Station Control Panel

Thank you for giving HOA Solutions the opportunity to quote the CY Booster Station Control Panel upgrade. Please see below for a list of equipment & services to be provided. HOA will be providing a new Hoffman enclosure and back panel for this site to plan for the new booster station. The back panel that we will be providing will fit in both the existing enclosure at CY Booster station, and the new enclosure to be supplied. The intent for this would be to mount this new enclosure at the new booster station site when ready and then just remove the new supplied back panel from the existing site and install at the new booster site. The I/O modules match what was specified in the original bid that came in over budget. There are a few differences in what was specified in the original bid as far as power supplies etc. I have noted the changes below in the itemization portion. Please contact me with any questions.

Control Panel

- (1) 36x30x12 Hoffman Enclosure & Back Panel
- (1) BMXP342020 Schneider Electric Processor Module
- (1) BMXCPS3500 Schneider Electric Power Supply Module
- (1) BMXXBP1200 Schneider Electric 12 Slot Rack
- (1) BMXDDI1602 Schneider Electric Discrete Input Module 16 Inputs, 24 VDC sink
- (1) BMXDRA0805 Schneider Electric Discrete Output Module 8 Outputs, relay, 24..240 V AC
- (1) BMXAMI0810 Schneider Electric Isolated Analog Input Module 8 Inputs, High Speed
- (1) BMXAMO0410 Schneider Electric Isolated Analog Output Module 4 Outputs
- (4) BMXFT2010 Schneider Electric Removable Screw Clamp Terminal Block 20 pins
- (1) HMIGK5310 Schneider Electric Keypad-touchscreen Panel
- (2) 2904601 Phoenix Contact Quint power supply (To match new SCADA equipment)
- (1) 2320173 Phoenix Contact Redundancy Module (To match new SCADA equipment)
- (1) 2891002 Phoenix Contact Ethernet Switch
- (Lot) Required Ancillary panel building equipment

Programming & HMI Configuration

- Programming of new Schneider Electric Modicon M340 PLC
- Configuration of new Schneider Electric Touch Screen
- Configuration of SCADA computer to integrate into new SCADA system

Other Equipment

- Antenna, Antenna Cable & Lightning Surge Protection provided under SCADA Upgrade project

(402) 467-3750 (402) 467-1568 (FAX)
2601 West L Street, Suite #1 Lincoln, NE 68522

Hydro Optimization and Automation Solutions

Price for Control Panel & Instrumentation\$24,100.00

If the proposal is acceptable, please provide a Purchase Order number, sign, date and return the signed copy to HOA Solutions.

CWRWS

PO#

Date

Please contact me with any questions.

Respectfully,



Mitch Bargmann
HOA Solutions Inc.



December 2, 2019

Ethan Yonker
City of Casper
200 N. David St.
Casper, WY 82601

Re: CWRWS SCADA System Factory Acceptance Test (FAT) in Lincoln Nebraska

Dear Mr. Yonker,

On November 5, 2019 Dave Penner, PE our SCADA Engineer traveled to Omaha Nebraska on the way to Lincoln Nebraska. HOA scheduled a FAT for November 7, 2019 that Dave was required to attend per the contract between CWRWS and HDR for Construction Administration Services. On November 7, 2019 HOA notified Dave that the test would have to be canceled. Attached to this letter is the expenses and time related to the canceled test.

Professional Services Summarization	Hours	Billing Rate	Amount
Sr. Engineer (I&C) 14 hrs	14	\$225.00	\$3,150.00
Total Professional Services			\$3,150.00
Expense Summarization			Amount
Travel to Omaha and Back			\$531.92
Total Canceled FAT Related Costs			\$3,681.92


If you have any questions, please contact me at (307)228-6010.

Sincerely,
HDR Engineering

Nick Van Wyhe, PE
Project Manager



Expense Report Rebilling Report

Employee Name: Penner, David F
Supplier Number: 30945
Expense Report Number: 494898
Purpose: traveled for scheduled Factory Test. Note Contractor cancelled test after I travelled to Omaha
Approver: Vander Kolk, Kevin
Project: 10060354
Task: 008
Project Expenditure Organization: 10134_ENG-Omaha NE
Report Submitted Date: 08-Nov-19
Status: Ready for Payment
Expense Report Total: 531.92 USD
Header Attachment: 

Cash Expenses

Date	Expense Type	Receipt Amount	Attendees	Justification	Merchant Name	Location	Project	Task	Receipt
06-Nov-19	Meals - Dinner	54.00 USD	Penner, David F	dinner	Dolce	Omaha, Douglas County, Nebraska	10060354	008	

Per Diem Expenses

Start Date	End Date	Expense Type	Amount	Number of Days	Rate	Justification	Location	Project	Task	Receipt
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Mileage Expenses

Start Date	End Date	Expense Type	Trip Distance	Amount	Rate	Justification	Project	Task	Receipt
05-Nov-19	05-Nov-19	Mileage - Personal Auto	412 (MILES)	238.96 USD	0.580	drove to Omaha	10060354	008	
07-Nov-19	07-Nov-19	Mileage - Personal Auto	412 (MILES)	238.96 USD	0.580	drove home to Rogers, AR	10060354	008	

Do Ice
12317 West Maple Road
Omaha, NE 68164
402-954-2212

Server: Elizabeth K 11/05/19 8:14 PM
Check #20 Table 17

Soup du Jour \$5.00
Schnitzel \$23.00
Berry Cobbler \$10.00
12oz French Press \$3.00

Subtotal \$42.00
Tax \$4.00
Total \$46.00

Credit Card
Visa
Time 8:17 PM
Swiped
xxxxxxx1833

Transaction Type Sale
Authorization Approved
Approval Code 792927
Payment ID InitFhgCldJ
Card Reader MAGTEK_DYNAMAG

Amount \$46.00
+ Tip: 8.00
= Total: \$54.00

X _____
DAVID F PENNER

Suggested Tip:
18%: (Tip \$7.56 Total \$53.56)
20%: (Tip \$8.40 Total \$54.40)
25%: (Tip \$10.50 Total \$56.50)
Tip percentages are based on the check
price before taxes.

Merchant Copy

December 4, 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 a Contract for Professional Services with HDR Engineering, Inc., in the amount of \$114,500 for the 2.6M Gallon Tank Roof Repairs.

Meeting Type & Date

CWRWS Joint Powers Board Meeting
December 17, 2019

Recommendation

That the Central Wyoming Regional Water System Joint Powers Board (Board) authorize a contract for professional services with HDR Engineering, Inc., for the 2.6M Gallon Tank Roof Repairs, in the amount of \$114,500.

Summary

The 2.6M Gallon Tank Roof Repairs project includes the full removal and replacement of the roof and support structure. On July 24, 2019, Bob Lower, P.E., structural engineer, was requested to perform an inspection of the 2.6M gallon tank and the structural roof members. Mr. Lower recommended that the roof be removed and replaced.

Proposals were requested from qualified consultants to furnish engineering design and construction administration services for the project. City of Casper staff received one (1) proposal from HDR Engineering. Woodard and Curran declined to submit based on the project timeline and staff availability. HDR's fee for design and construction administration services is \$114,500.

Services for the project include preparation of construction plans and specifications, and assistance to the Board in advertising, opening, and evaluating construction bids. Construction services include field observations, attending construction progress meetings, record drawings, and review of payment applications.

Financial Considerations

Funding for this project is included in the RWS Improvements Other Than Buildings.

Oversight/Project Responsibility

Andrew Colling, Engineering Technician, Public Services

Attachments

Agreement

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 17th day of December 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. HDR Engineering, Inc., 601 Metz Drive, Gillette, Wyoming 82718-7710 ("Consultant").

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

RECITALS

A. The Owner is undertaking a project to replace the roof at the 2.6M Gallon Backwash Tank at the Central Wyoming Regional Water Treatment Plant, hereinafter referred to as the "Project."

B. The project requires professional services for the design and construction administration services.

C. The Consultant 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 Consultant for such services.

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

1. **SCOPE OF SERVICES:**

The Consultant shall perform the following services in connection with and respecting the project: See Attached "Exhibit A" (Regional Water Treatment Plant 2.6M Gallon Backwash Tank Roof Replacement Proposal).

2. **TIME OF PERFORMANCE:**

The services of the Consultant are to commence upon written notice to proceed from the Owner. The Project design shall be undertaken and completed on or before the 29th day of February, 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a maximum of One Hundred Fourteen Thousand Five Hundred Dollars (\$114,500.00).

4. METHOD OF PAYMENT:

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

If amounts owed by the Consultant to the 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 Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

(2.6M Gallon Backwash Tank Repairs - HDR)

APPROVED AS TO FORM:

ATTEST

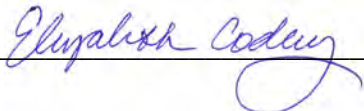
CENTRAL WYOMING REGIONAL WATER
SYSTEM JOINT POWERS BOARD

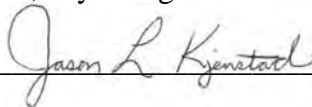
Charles Powell
Secretary

H. H. King, Jr.
Chairman, CWRWS

WITNESS

CONSULTANT
HDR Engineering
601 Metz Drive
Gillette, Wyoming 82718-7710

By: 

By: 

Printed Name: Elizabeth Coday

Printed Name: Jason Kjenstad

Title: Office Manager

Title: Vice President

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

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant 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 Consultant's compensation, which are mutually agreed upon between the Owner and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by Owner.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant 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 Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

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, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work

hereunder by the Consultant, its subconsultants, agents, representatives, or employees.

B. Minimum Scope and limit of Insurance.

Coverage shall be at least as broad as:

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

C. Higher Limits. If the Consultant maintains higher limits than required under this Agreement, then the Owner shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the 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 Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the 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 Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the 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 Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the 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, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the 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 Consultant'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. *Subconsultants*

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

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. Consultant 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 of the Consultant and any subconsultant thereof.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be

entitled to compensation for other services rendered unless specifically authorized by the Owner by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The 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.



November 18, 2019

Andrew Colling
Engineering Technician
City of Casper
200 N. David
Casper, WY 82601

Dear Mr. Colling,

HDR understands that the existing 2.6 Million Gallon tank located at the Central Wyoming Regional Water Treatment Plant was taken out of service this summer for coating. While sandblasting it was discovered that the roof was in poor condition and needs to be replaced. It is also our understanding that the coating contractor has de-mobilized from the site at this time.

Attached is our scope and fee for preparing drawings and performance specifications for the roof replacement. We appreciate the opportunity to work on this project. If you have any further questions please call or email me at 307-670-3159 or nick.vanwyhe@hdrinc.com.

Sincerely,
HDR Engineering

A handwritten signature in blue ink that reads "Nick Van Wyhe".

Nick Van Wyhe
Project Manager

A handwritten signature in blue ink that reads "Jason L. Kjenstad".

Jason Kjenstad
Vice President

Scope and Fee for Central Wyoming Regional Water Treatment Plant 2.6 Million Gallon Backwash Tank Roof Replacement

Task Series 100 – Project Management, Quality Assurance, Meetings and Preliminary Data Collection

Task 110 - Project Management

- Provide project management and project coordination.
- Coordinate work, schedule and delivery of tasks and submittals for the project team.
- Request, schedule and coordinate work to be performed by the City of Casper/CWRWS
- Request, schedule and disseminate information to be provided by the City of Casper/CWRWS.
- Prepare, review and submit monthly progress reports, schedule updates and consultant invoices.

Task 120 - Quality Control

- Perform internal reviews of the project deliverables to meet HDR's quality requirements and meet the project scope requirements.
- Perform management reviews to monitor the project schedule and budget to identify any issues early on so that they can be corrected before they jeopardize a successful completion of the project.

Task 130 – Preliminary Data Collection

- Obtain and review the following documents and information that will be made available by the City of Casper:
 - Previous coating contract documents
 - Other relevant studies and reports

Deliverables:

- Monthly Progress Reports and Invoicing

Assumptions:

- Data requested above will be provided to HDR at the Kickoff Meeting

Task Series 200 – Replacement Roof Performance Specifications and Peer Design Review

HDR will provide a performance specification for the design and construction of a new roof. The performance specifications will include the removal of the existing roof structure and protection of the existing tank walls.

It is our understanding that the roof structure will be similar in design as the existing roof requiring column supports. This understanding is based on a study provided by Lower & Co, PC. It is also our understanding that the existing roof structure has many areas where it is difficult to coat completely. The performance specification shall incorporate two bid alternates, one for a similar roof structure and one for a structure that utilizes butt welds and a beam configuration that assists in simplifying the re-coating process.

HDR will review the proposed roof replacement designed by the Manufacturer procured by the Board. This review will include:

- Design criteria applicable to the type of roof (steel design manual, etc.) proposed by the Manufacturer.
- Current applicable codes that govern the design
- The Manufacturer's design drawings and shop drawings

The review of these documents will be summarized and reviewed for discrepancies and findings will be summarized in a technical memo. The primary focus of this review will be to determine if the applicable design criteria and codes are followed by the tank manufacturer or if the design deviates from them.

Review in respect to roof design and other data which Manufacturer is required to submit. This review will only be for conformance with the information given in applicable design criteria and codes governing the design and the compatibility with the design concept of the completed Project as a functioning whole. Such reviews or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Assumptions

- Specifications shall include upsizing one man way at ground level and the addition of two vents to the tank roof.
- Independent wind load calculations for comparison to replacement design will not be required.
- Certification of structural design will not be required.
- Shop drawing review is to see that the roof design is in conformance with the performance specification and design criteria provided in the Contract Documents.
- One (1) review meeting with the Manufacturer
- One (1) review meeting with the Owner

Task Series 200 Fee: \$49,000

Task Series 300 – Peer Review and Incorporation of Coating Specifications

HDR will review design drawings and specifications provided by the City of Casper/CWRWS for the re-coating of the backwash tank. HDR may alter the specifications as agreed to between HDR and City of Casper/CWRWS if changes are necessary for the final submittal to DEQ and bidding. It is our understanding that the overflow configuration needs to be altered as part of this project to make improvements to it's functionality.

Assumptions

- Documents provided by the City of Casper will be complete for bidding
 - Not more than eight (8) hours will be required for Coating Specification Modifications
- Lead paint is present on the tank exterior only
- The entire tank internal and external shall be recoated
- Some spot welding and/or patching will be required before recoating
 - Description of this work shall be added to the coating specification before bidding
- Specifications and Drawings will be required for the overflow improvements.

Task Series 300 Fee: \$2,000

Task Series 400 – DEQ Permitting

HDR will provide a design report and prepare the application for the permit to construct. The design report will include information needed for the Water Plant Staff to install a mixer in the tank before putting the tank into service. HDR will address comments from the DEQ and submit responses.

Assumptions

- The mixing system has previously been purchased by CWRWS and will not require design services. CWRWS will supply the product information for HDR to include into the design report.
- A maximum of one round of comments from the DEQ will be required
- Vent calculations will be provided by the vent manufacturer
- Vent shop drawings are available from the City of Casper/CWRWS

Task Series 400 Fee: \$6,700

Task Series 500 – Construction Administration Services

HDR will assist the City of Casper/CWRWS with bidding services, conduct a pre-bid meeting, answer questions during the bid process, and issue addenda as necessary.

HDR will conduct shop drawing review of materials for compliance with the design reviewed as part of Task Series 500.

HDR will conduct field observation services for the roof demolition and roof replacement as outlined below. While conducting observations on roof inspection pictures and observations on overflow improvements, man way installation, and vent installation will also be recorded.

HDR will work with the Board and the Contractor to develop three (3) Contractor's Application for Payment for the work conducted on the tank.

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work on a part-time basis. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority.
 3. Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 4. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

5. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
6. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - a. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
7. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
8. Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

9. Change Orders and Work Change Directives: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
10. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
11. Inspections and Tests: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
12. Disagreements between Owner and Contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
13. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
 - 14. Contractor's Completion Documents: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
 - 15. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 - 16. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a Notice of Acceptability of Work that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. Limitation of Responsibilities: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, will terminate twelve months after the commencement of the Construction Contract's correction period.

Assumptions

- Construction activities will be completed in approximately two (2) months
- Construction observation will be on a part-time basis
- Ten (10) trips will be required for roof demolition/replacement and other related improvements for the RPR
- Four (4) trips will be required for the engineer to visit the site
- Three (3) Contractor's Application for Payment will be required
- The Board will contract with a Tank Manufacturer for all work.

Task Series 500 Fee: \$56,800

Key Understandings:

- Industry standard codes will be the benchmark for comparison of design and construction elements.

Information by Others:

- HDR's review will be based on the records provided by the Board as related to the original design deliverable and if additional information is deemed necessary, all requests will be routed through the Board directly.

Deliverables:

- Design Drawings for overflow, man way, and tank layout
- Performance specifications and bid documents
- Shop drawing reviews
- Daily logs and construction photos
- Preparation of three (3) Contractor's Application for Payment

Total Fee: \$114,500



COMMUNITY DEVELOPMENT
DEPARTMENT

CITY OF CASPER

200 North David Street
Casper, WY 82601-1862
Phone: (307) 235-8241
Fax: (307) 235-8362
www.casperwy.gov

Memo to: Liz Becher; Community Development Director

From: Dan Elston, City Building Official *DE*,
Craig Collins, AICP, City Planner

Subject: November 2019, Commercial Development Report

Date: 12-06-2019

Permitting Update:

For the month of November 5 building permits for single family homes were issued. To date, 59 building permits have been issued for single family homes compared to 53 for the same period last year. The Building Division issued 57 building, 59 Electrical, 46 Mechanical and 73 Plumbing permits with fees totaling \$320,732.50. The total permit revenue from January through November is \$1,152,535.48 which is up \$125,576.09 for the same period last year. Overall, the Building Division's value of construction for November was \$29,047,317.40 which is up \$27,042,922.75 for the same period last year and \$13,636,099.18 for the total January through November period last year. The reason for the large change in the numbers is the State Office Building permit = \$260,723.65 including plan review fee, and a construction value of \$24,465,320.00.

Inspection Update:

The Building Division completed 145 building, 125 electrical, 111 plumbing, 58 mechanical, 6 grey slip/consult inspections, and 14 plan reviews for the month of November.

Commercial Construction Update:

Below is a breakdown of the commercial projects that are in progress:

- State Office Building (West Collins) Site work is in process.
- Hilltop Bank at the Compass (4140 Centennial Hills) Floor slab in process
- Park Elementary School Remodel/addition (104 W. 9th St.) Mobilization/setup in process.
- Boyd Ave. Church Gym (2225 CY Ave.) interior Mechanical, Electrical, Plumbing rough in are in process, volunteer help has left. Exterior siding in process

- Senior Living Homes (Fairgrounds Addition) The proposed apartment building will not be constructed and the remaining lots will be used for twin homes.
- WMC Hybrid O.R. (1233 E. 2nd ST.) Interior finishes in process
- Advanced Wall Systems Storage Buildings (1037 Foster Rd.) 4 buildings in various stages of construction
- Wash and Glow Car Wash (4055 Plaza Dr.) Exterior sheathing and site work in process. Interior Mechanical, electrical, plumbing rough-ins are in process.
- U-Haul (725 Bryan Stock Trail) North half of project complete, paving storage building framing on south half in process.
- Air Innovations remodel (5000 CY Ave) interior finishes in process. This is old CY True Value Hardware Store, purchased by Air Innovations.
- Rodolph Brothers (2100 E Yellowstone) interior drywall in process

Projects Completed:

- Ludovico Pizza (3095 Talon Dr.)
- Outfitter Liquor (3035 CY Ave. Old Block Buster Building) Moved from Riddley's Store on CY
- CY Laundry Mat (3035 CY Ave.) Relocated , back of Outfitter Liquor

New Plans Submitted for approval:

- Storage Building (1615 W. Yellowstone) Old General Shale site.
- Misc. remodels (6501 E. 2nd St.) Rocky Mtn. Oncology = 2 projects
- Park Elementary School Remodel (9th and David)

Note:

The Wyoming Chop House has received its grey slip and planning to open soon. This is the Old C-85 Wonder Bar Bld. located at 256 S. Center.

December 6, 2019

TO: Carter Napier, City Manager

FROM: Tom Pitlick, Financial Services Director

RE: Customer Service Division Hours of Operation

Since November 1, 2018, the Customer Services Division has maintained hours of operation from 8:00 a.m. to 5:30 p.m. (242 business days). During this time, staff has tracked the number and type of customer interactions that take place each work day between 5:00 p.m. and 5:30 p.m. Following is a summary of those interactions by category:

Emergency – consists of water main breaks, flooding, and reports of no water.

- There were **12 phone** calls concerning these issues
 - The issues in this category do not require someone be physically on duty in Customer Service to address. The after-hours phone message instructs customers to call the non-emergency dispatch phone number. Dispatch employees forward the issue on to the appropriate after-hours staff.

Interdepartmental or non-utility related – consists of employees requesting services (i.e. cash receipting a check) and citizens requesting random information or a specific department.

- There were **96 interactions** of which none were emergencies.
 - Interdepartmental actions could have been handled during normal operational hours and did not require the availability of extended hours.
 - Non-utility related interactions involving inquiries for other specific departments mostly resulted in a message being taken for the department to call the customer back.

Utility customers – consists of basic utility needs such as paying a bill (very seldom delinquent), inquiring about a bill, and occasionally having water turned on after a delinquent shut off.

- There were **200 interactions** in this category
 - The City of Casper currently offers several methods for after hour payments that can be accessed 24/7 including: online bill pay; IVR phone payment; acceptance of bank bill pay systems; and utility payment drop box on south side of City Hall.
 - Bill inquiries are non-emergency and can be handled during regular (8-5) business hours.
 - Delinquent water turn-on could be handled in the same manner that is currently followed by customers that contact us after 5:30 (directed to non-emergency dispatch number).

Statistically, we are handling approximately 1.28 interactions per day. Of these, less than one should be considered utility customer related. Other options are already in place that could meet the majority of all customer needs. I also feel the extended hours of operation exposes Customer Service staff to security risks as the only publicly open area in City Hall during this time. Given these factors, I would ask your consideration to allow the Customer Service Division to change their hours of operation to the standard time of 8:00 a.m. to 5:00 p.m.

Happy Holidays!



[Handwritten signature]

Renee [signature]

*Myra
Carmel*

Happy Holidays!

Jory Walsh



[Handwritten signature]

[Handwritten signature]

METRO
Animal Shelter Staff