

COUNCIL WORK SESSION
Tuesday, January 28, 2014, 4:30 p.m.
Casper City Hall
Council Meeting Room

AGENDA

1. Continued Discussion of Gosfield Addition #4
2. GIS/MPO/Planning – Street Naming and Address Assignment Standards
3. Federal Updates to City Purchasing and Financial Manual
4. Wyoming State Forestry Division Grant for Platte River Restoration
5. Hogadon Update/Ski Patrol Maintenance Building

Move to Consent Agenda

Move to Regular Session

January 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 
Denyse Wyskup, Casper Regional GIS Administrator

SUBJECT: Memorandum of Understanding Adopting Street Naming and Address
Assignment Standard Operating Procedures 

Recommendation:

That Council consider a Memorandum of Understanding (MOU) for the adoption of *Street Naming and Address Assignment Standard Operating Procedures* between those entities participating in the Natrona Regional Geospatial Cooperative (NRGC). Present members of the NRGC include Natrona County, the City of Casper, the Town of Mills, the Town of Evansville, and the Town of Bar Nunn.

Summary:

The Natrona Regional Geospatial Cooperative (NRGC) was created July of 2012 to maintain shared mapping resources between the City of Casper, Natrona County, the Town of Mills, the Town of Evansville and the Town of Bar Nunn. The NRGC identified potential public safety issues caused by inconsistent addressing standards, with each of the member communities having its own set of addressing standards. A sub-committee of the NRGC, consisting of planning, GIS, and public safety professionals from the region, developed a new set of standards, the *Street Naming and Address Assignment Standard Operating Procedures*, to establish a cohesive addressing and street naming strategy for all member communities. The proposed addressing standards are designed to ensure consistency, which translates into more rapid and efficient emergency response. The proposed standards will ensure that all new development within the region will be addressed properly and consistently, and that future streets will be named so as not to duplicate an existing street name. The adoption of the standards will streamline development reviews by staff, and provide developers with a universal set of standards that apply to new development in Casper, as well as all surrounding communities.

A resolution and MOU have been prepared for the Council's consideration.

MEMORANDUM OF UNDERSTANDING

STREET NAMING AND ADDRESS ASSIGNMENT STANDARD OPERATING PROCEDURES FOR THE NATRONA REGIONAL GEOSPATIAL COOPERATIVE.

This Memorandum of Understanding (“MOU”) is made by and between the City of Casper, Wyoming, a Wyoming municipal corporation; the Board of County Commissioners of Natrona County, Wyoming; the Town of Mills, Wyoming, a Wyoming municipal corporation; the Town of Evansville, Wyoming, a Wyoming municipal corporation; and the Town of Bar Nunn, Wyoming, a Wyoming municipal corporation.

RECITALS

WHEREAS, Natrona County, the City of Casper, the Town of Mills, the Town of Evansville, and the Town of Bar Nunn; comprise the Natrona Regional Geospatial Cooperative; and,

WHEREAS, the Natrona Regional Geospatial Cooperative was created in 2012 to maintain shared data and resources between all members and to create standard operating procedures that enable the cooperative to provide services for all members at the same level; and,

WHEREAS, it is in the best interest of the members of the Natrona Regional Geospatial Cooperative to establish a cohesive addressing strategy to balance the needs of all members and enable rapid and efficient emergency response; and,

WHEREAS, the *Street Naming and Address Assignment Standard Operating Procedures* has been developed, by a sub-committee of the Natrona Regional Geospatial Cooperative, as the guidance document for said strategy, a copy of which is hereby attached as Exhibit “A” and made a part of this MOU; and,

WHEREAS, the members of the Natrona Regional Geospatial Cooperative desire to enter into this MOU establishing the *Street Naming and Address Assignment Standard Operating Procedures* as the addressing strategy to be utilized within the cooperative.

NOW, THEREFORE, the City of Casper, Natrona County, the Town of Mills, the Town of Evansville, and the Town of Bar Nunn, in consideration of the mutual promise and agreements herein contained, hereby agree to the following:

ARTICLE I: INCORPORATION OF RECITALS

The Recitals set forth above are hereby incorporated herein at this point as if fully set forth as a part of this Agreement.

ARTICLE II: UTILIZATION OF COHESIVE STRATEGY

The parties hereto mutually agree to each utilize the *Street Naming and Address Assignment Standard Operating Procedures* as its addressing procedure to enable rapid and efficient emergency response within the Natrona Regional Geospatial Cooperative.

ARTICLE III: ADOPTION OF PROCEDURES

The parties hereto mutually agree to incorporate the *Street Naming and Address Assignment Standard Operating Procedures* into its regulatory document to allow for the enforcement of said addressing and street naming standards.

ARTICLE IV: TERM OF MEMORANDUM AND TERMINATION PROCESS

This Memorandum of Understanding shall become effective upon the date signed and executed by the authorized representative of each of the parties, and shall remain in full force and effect until terminated. Any party may terminate, without cause, its participation in this Memorandum of Understanding upon thirty (30) days written notice to the Geographic Information Office (GIO), City Manager’s Office, 200 North David Street, Casper, WY, 82601.

ARTICLE IV: GENERAL PROVISIONS

This Memorandum of Understanding shall be binding upon the parties hereto, their successor and assigns.

Any amendment of this Memorandum of Understanding or the *Street Naming and Address Assignment Standard Operating Procedures* shall be in writing and executed by all parties hereto.

This Memorandum of Understanding may be executed by more than one copy; however, each copy thereof shall serve as but one and the same agreement.

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

None of the parties hereto waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

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

APPROVED AS TO FORM:

Wallace Tremblot

ATTEST:

THE CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Mayor

ATTEST:

BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming

Renea Vitto
County Clerk

Chairman

ATTEST:

TOWN OF MILLS, WYOMING
A Municipal Corporation

Town Clerk

Mayor

ATTEST:

TOWN OF EVANSVILLE, WYOMING
A Municipal Corporation

Janelle Underwood
Town Clerk

Mayor

ATTEST:

TOWN OF BAR NUNN, WYOMING
A Municipal Corporation

Carol Pendley
Town Clerk

Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing agreement was acknowledged before me this _____ day of _____, 2014 by _____, as Mayor of the City of Casper, Wyoming, a Wyoming municipal corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

NATRONA REGIONAL GEOSPATIAL COOPERATIVE

STREET NAMING AND ADDRESS ASSIGNMENT STANDARD OPERATING PROCEDURES

2014

Adopted by the Natrona Regional Geospatial Cooperative by

Memorandum of Understanding dated:

And by the following ordinances for:

Natrona County

City of Casper

Town of Mills

Town of Evansville

Town of Bar Nunn

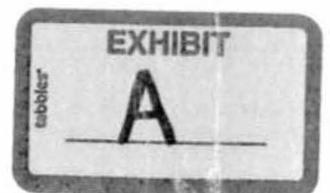


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I. INTRODUCTION

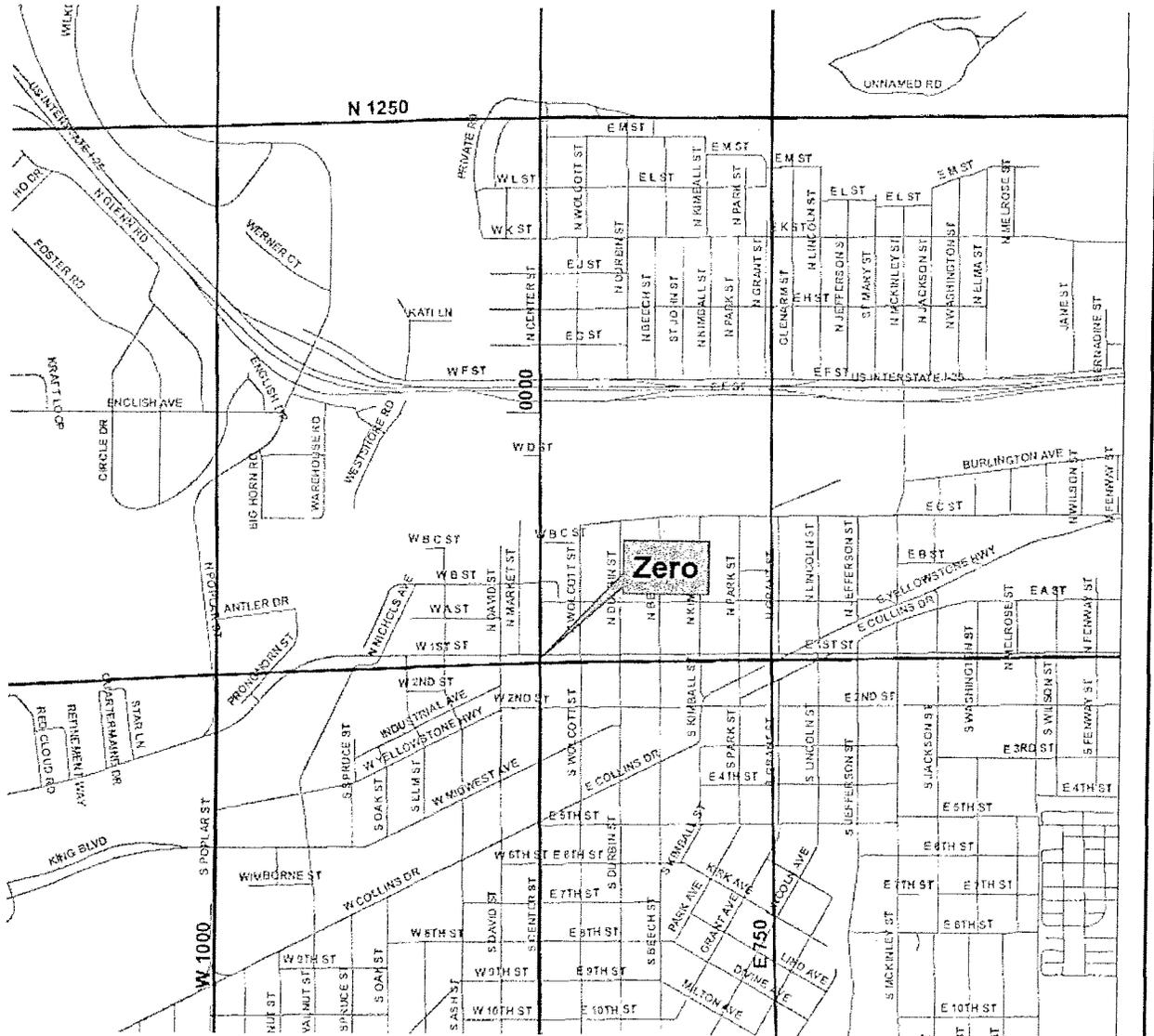
These standards and policies were created cooperatively by a sub-committee of the Natrona Regional Geospatial Cooperative. This regional cooperative is comprised of several government agencies within Natrona County, Wyoming and include; Natrona County, the City of Casper, the Town of Bar Nunn, the Town of Evansville and the Town of Mills. This cooperative was created to maintain shared data and resources between all entities and to create standard operating procedures that will enable the cooperative to provide services for all the agencies represented within the Natrona Regional Geospatial Cooperative at the same level.

The main goal of the sub-committee was to develop a cohesive addressing strategy, which can better serve all citizens that live within Natrona County, Wyoming. The *Street Naming and Address Assignment Standard Operating Procedures* was designed to balance each entity's needs, to enable rapid and efficient emergency response and to utilize the shared information system for competent growth management. Adoption of the *Street Naming and Address Assignment Standard Operating Procedures*, by ordinance, for each of the entities will allow coherent standards for the creation of all streets and addresses within Natrona County, Wyoming.

This sub-committee of the Natrona Regional Geospatial Cooperative anticipates continuing to meet on a regular basis to further observe development activity and to supervise the effectiveness of this technical document. Updates may be made as needed.

II. DEFINITIONS

- **Address Grid** - The address grid is used to address parcels within Natrona County. The grid is based on the Public Land Survey System (PLSS) Section, Township and Range, that is derived from the shifted land layer. Each section contains a range of address numbers running North/South and East/West from the point where North and South Center Street crosses East and West 1st Street. This point is zero.



- **Apartment** - A suite of two or more rooms in a multiple-family dwelling, or in any other building excluding a single-family dwelling and suitable for occupancy as a dwelling unit for one family.
- **Building** - Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, or property of any kind, having an enclosed space and a permanent roof supported by columns or walls.
- **Commercial Lot** - To include lots zoned for commercial or industrial uses. Usually larger in size than residential lots.
- **Cul-de-sac** - A street having only one open end and being permanently terminated by a vehicle turn-around.
- **GIS** – Geographic Information System
- **HOA** – Homeowners Association
- **Manufactured Home (Mobile) Parks** - Any land upon which two or more occupied manufactured homes (mobile) or recreational vehicles used for habitation are parked, whether free of charge or for income producing purposes, including any roadway, building, structure, vehicle, or enclosure used or intended for use as part of the facilities of the park. This definition does not apply where all manufactured homes (mobile) or recreational vehicles are occupied by the owner of the land and his immediate family. This definition does not apply to recreational areas or to overnight parking by agencies of local, state and federal governments, where posted restrictions for use of such areas are provided.
- **Multi-Family** - Properties, such as apartments, duplexes and others that are constructed for use by multiple family groups. Condominiums are also considered multi-family properties for some purposes.
- **Public Land Survey System (PLSS)** - The Public Land Survey System (PLSS) is a system of surveys used to describe land by Township, Range and Section. A township is roughly a 6 mile square. Townships are further broken down into 36, one mile squares called sections. Sections can be divided into quarter sections, quarter-quarter sections as well as irregular and regular government lots to give descriptions to land. In Natrona County, townships are described as being north of the baseline that runs through the 6th Principal Meridian and ranges are described as being west of the 6th Principal Meridian. For example, the majority of the City of Casper is within Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming.
- **Right of Way (ROW)** - Specific and particularly described strip of land, property, or interest therein dedicated to and accepted by the municipality to be devoted to and subject to use by the general public for general transportation purposes or conveyance of utilities whether or not in actual fact improved or actually used for such purposes, as officially recorded.

- **Street Suffix** – An abbreviation of the street type designation. For example: ST = Street, AVE = Avenue, BLVD = Boulevard.
- **Strip Mall** - A shopping complex containing a row of various stores, businesses, and restaurants that usually opens onto a common parking lot.
- **URISA** - The Urban and Regional Information Systems Association. This is a nonprofit association of professionals using GIS and other information technologies to solve challenges and to promote the effective and ethical use of spatial information and technologies in U.S. State and Local government agencies. This group created the *URISA Address Issues and IS/GIS Implementation* guidebook for purposes of education and standardization with respect to Addressing and Street procedures.
- **Zoning** – The separation or division of a municipality into districts, the regulation of buildings and structures in such districts in accordance with their construction and the nature and extent of their use, and the dedication of such districts to particular uses designed to serve the general welfare.

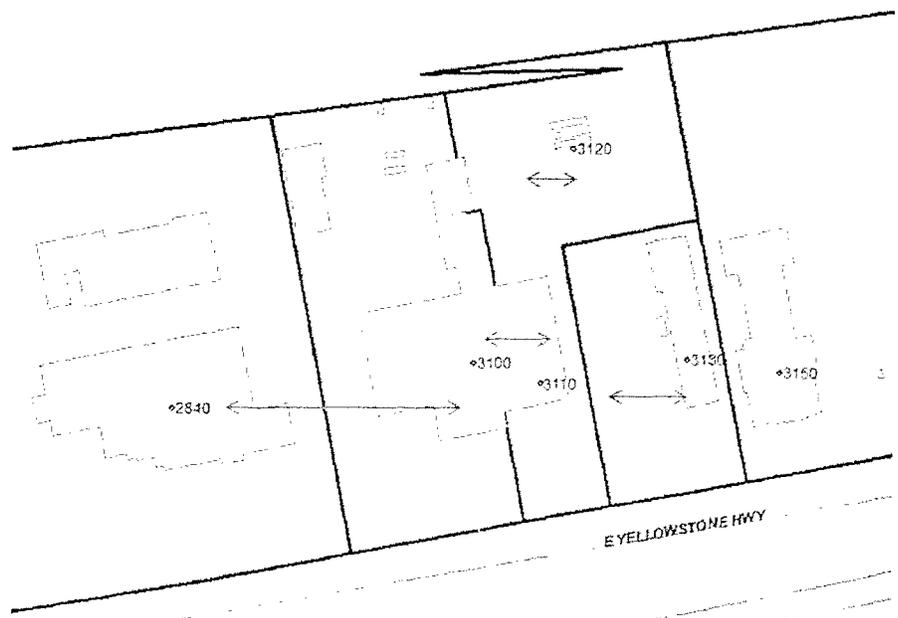
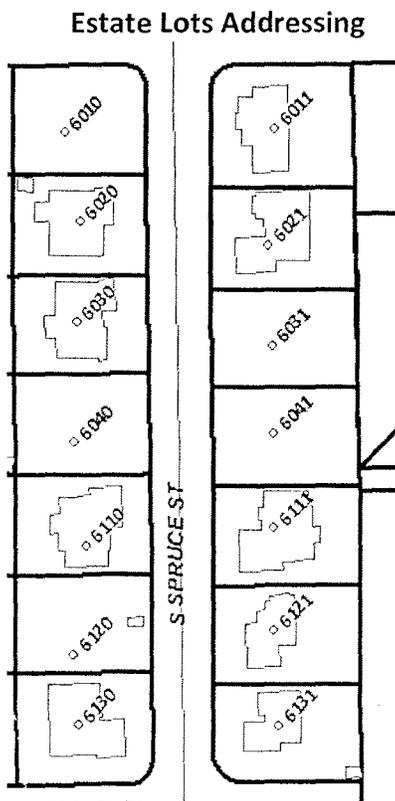
III. STANDARD ADDRESSING REGULATIONS

- Address ranges shall fit between established street segment numbering.
- Address ranges shall fit into corresponding street segment ranges.

For public safety purposes, all address points must match the segment on which the address point is located. If address points do not match the street segment range, the system cannot accurately determine the correct address point.

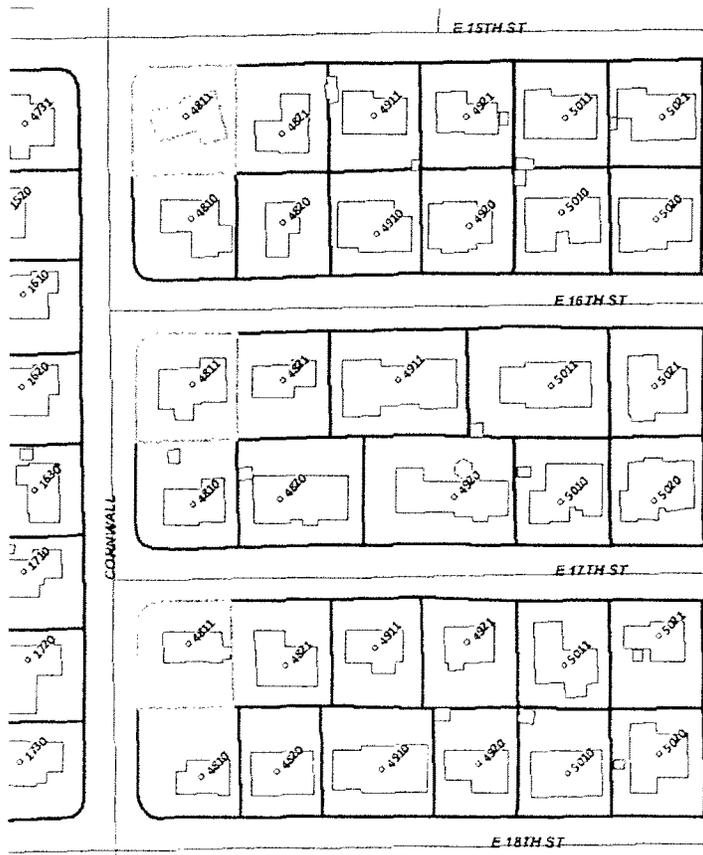
- Address numbers are estimated based on the Address Grid standards. (See definition and example in Section II)
- Addresses shall have a set standard for ranges within a street segment:
 - The range should allow for a set number of spaces between each lot, to allow for future addresses (new buildings, subdivided addresses, etc.).
 - Minimum 10 spaces for commercial lots.
 - Minimum 10 spaces for larger residential lots (estate lots).
 - Minimum 6 spaces for average residential lots.

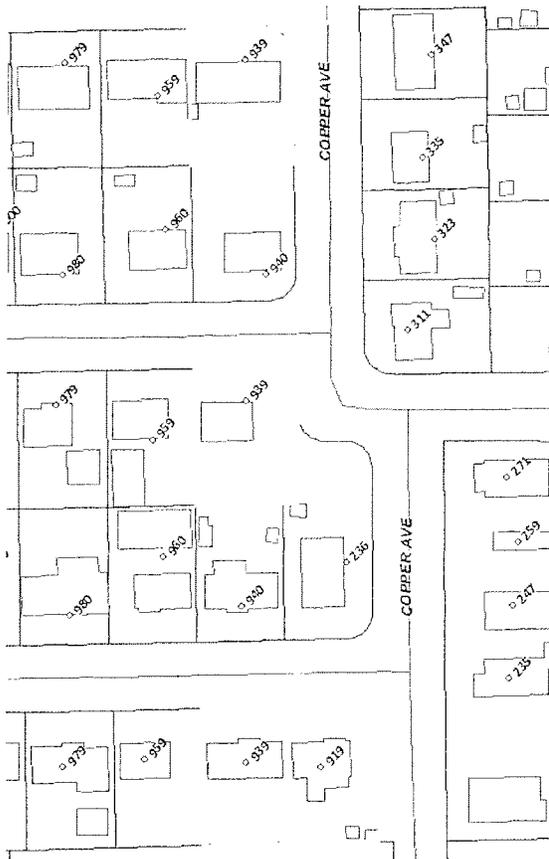
EXAMPLES:



- As addresses are created, note zoning for the area – are lots zoned to allow subdividing, multiple family dwellings, commercial areas, etc. – to determine future growth potential.
- While always using the Address Grid address as the final determination, ranges are theoretical rather than actual in order to limit maintenance in the GIS system. For example, the range should incorporate the entire 200 block (200 through 299) rather than just 200 through 270 if those are the only existing address points at that time.
 - Address ranges should fit into corresponding street segment ranges.
- Based on the Address Grid, and for all entities except for Edgerton and Midwest:
 - Odd addresses are South and East
 - Even addresses are North and West
- Addresses shall always be based on the street on which the house or building faces.
- Beginning address numbers on each new street shall match the beginning address number of all parallel streets.
 - The exception will be if one of the addresses points is offset, it may receive a higher address number based on that physical location.

EXAMPLE:





- If an address number is changed, no ordinance or resolution is required.
 - Send a notification to all parties listed on Appendix A.
 - The Regional Land Use Committee shall be notified by the responsible government entity, of any changes to this notification list or the contacts assigned and the information will be updated periodically.
 - The notification letter shall note the reasons for address changes as well and informing the owners that they are responsible for changing all legal documents (lending institutions, deeds, etc.).
- Utilities require that addresses be assigned, with a type of “utility” to differentiate (electrical boxes for stoplights, irrigation meters, power boxes, water tanks, booster stations, communication towers, etc.).
 - The government agencies as listed within this document have the responsibility for all addressing functions within those respective jurisdictions. Any Public Safety requirements for addressing will take precedence over existing addresses or street names.
- Addressing vacant lots will be based on entity standards. Casper, Bar Nunn, Evansville and Mills will address vacant lots. Natrona County will not address vacant lots.

IV. ADDRESS ASSIGNMENTS FOR NON-RESIDENTIAL COMPLEXES, MULTI-FAMILY RESIDENTIAL AND MANUFACTURED HOME PARKS.

- Building addressing shall be broken down into the following categories, with standards defined for each category:
 - **Industrial (Multi-Building):**
 - Business would be addressed off the street.
 - Buildings labeled as A, B, C.
 - Under sub-category would be defined specifics:
 - ❖ Warehouse, main office, break room, shop, etc.
 - **Commercial (shopping centers, business centers):**
 - Type 1 - Exterior access (each business is accessed via its own exterior entrance).
 - ❖ Each business will have its own address based on the street.
 - Type 2 - Interior access (the building is accessed via shared, exterior entrances and each business has its own interior entrance).
 - ❖ The building has one address and each business within has a unit or suite number.
 - **Multi-Family:**
 - Each building has its own address.
 - ❖ All apartments are numbered within that address.
 - If the units can be sold separately, and have separate exterior access, they must be addressed individually as a Type 1 address (duplexes).
 - If a new address point is added to a lot with an existing point, the new point needs a new address (existing address point is 123 S. Jefferson/new address point would be 125 S. Jefferson).
 - ❖ If necessary, use A, B, or C designation if not enough space left between address numbers.
 - ❖ Do not use fractions as part of the address (123 ½ S. Jefferson). These do not follow United States Post Office standards.
 - In the case of individual ownership of the housing unit, with interior access only, and the land is owned by a single entity (HOA), they must be addressed as a Type 2

address (condo with interior access).

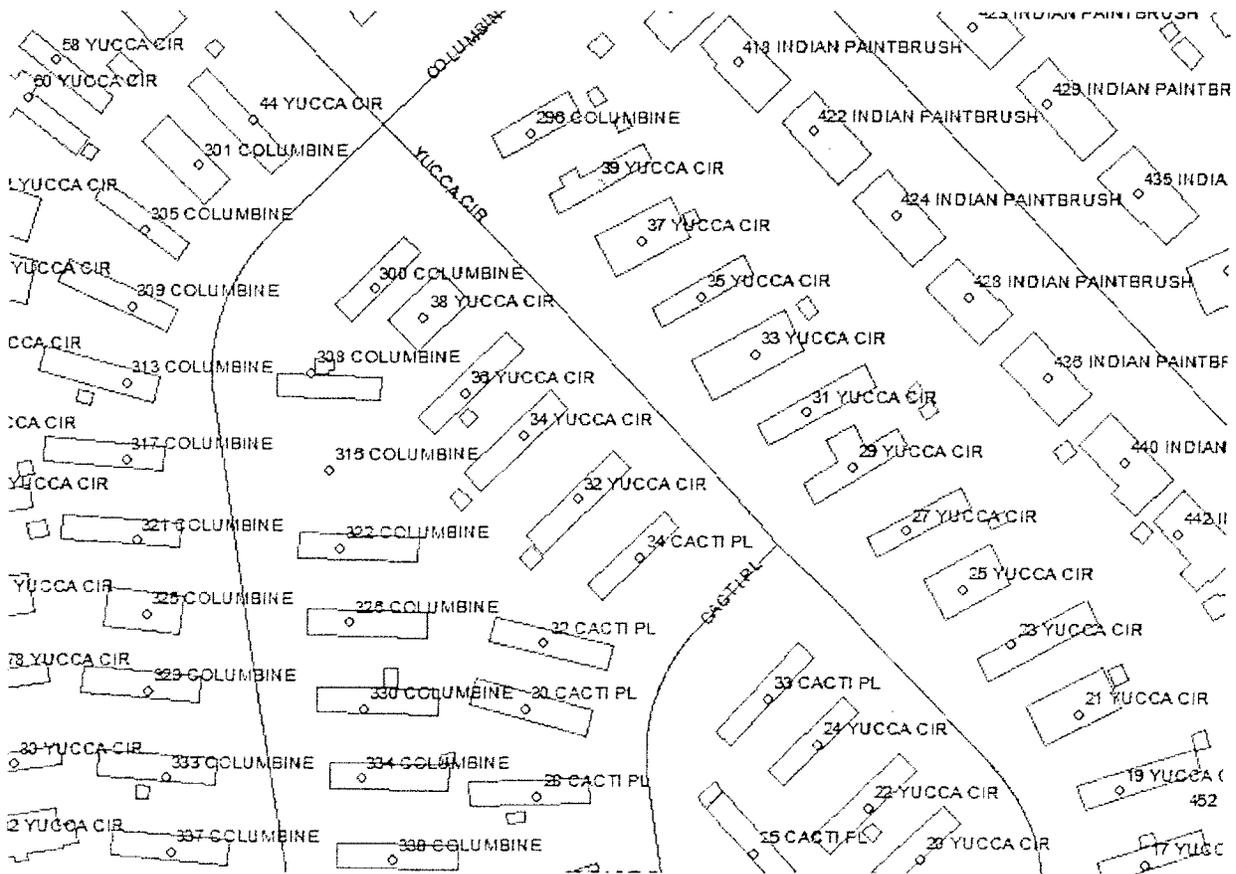
- Apartment and office suite numbering shall be standardized:

- ❖ First floor- 101, 102, etc.
- ❖ Second floor - 201, 202, etc.
- ❖ Do not use letters for apartments or suites.
- ❖ Basements should be designated as B100 for first level down, B200 for second level down, etc.

- **Manufactured Home Parks:**

- The streets within a trailer court shall be named following approved standard operating procedures as defined in this document, and all lots shall be addressed off the appropriate street.

EXAMPLE:



V. STREET NAMING GUIDELINES

- New street names shall not be duplicates of street names already in existence in any other entity in Natrona County. This includes adding different types (Aspen **St**, Aspen **Dr**, Aspen **Blvd**) or directions (Cabin Rd, S Cabin Rd) to existing street names.
- New street names shall not resemble or sound similar to existing street names. For example, Campaign/Camp Payne or Allison/Allyson.
- A resolution is required to officially approve the change of a street name.
- When the subdivision plat is recorded, the street names on the recorded plat are the legal street names.
- Changes in street direction will require a new street name.
 - Each street segment will be terminated at the point of change of direction and the next segment with the different direction will be given a new street name.

EXAMPLE:



- The name of a continuous street may require the addition of subsequent street names because of a change in the street's east-west vs. north-south orientation (a circle or horseshoe shaped thorough-fare), or because of a change in alignment that makes another name from the street name grid more accurate.
 - Continual addressing for a circular or horseshoe shaped street may remain based on length of road and surrounding addressing alignments.
- Such street name breaks should occur at an intersection whenever possible, and preferably at an intersection with a major cross street.

EXAMPLE:



- Where it is not possible to make the break at an intersection, the break shall occur at a point on the curve where the street orientation changes from primarily north-south to east-west.

VI. CONFIGURATION FOR STREET NAMING

- Street direction designation shall be based entirely on the Address Grid standards. (See definition and example in Section II)
- Segment range “TO” and “FROM” numbers go from lowest to highest based on address points.

[Left From] and [Left To]: 6001 - 6300

- Segment ranges are determined based on surrounding street segments, address ranges within segment, lot sizes, etc.
- Street names shall conform to the street type designations (Street Suffix abbreviations) as shown below:

○ Avenue	AVE
○ Boulevard	BLVD
○ Circle	CIR
○ Court	CT
○ Drive	DR
○ Hill	HILL
○ Highway	HWY (Salt Creek HWY)
○ Lane	LN
○ Loop	LOOP
○ Parkway	PKY
○ Place	PL
○ Road	RD
○ Street	ST
○ Terrace	TER
○ Trail	TRL
○ Way	WAY

- If there are 2 or more houses on a road, the road is required to be named, even if private.
- If the road is a private road or is un-platted, there must be a resolution or formal documentation naming the road. This resolution will not change the designation but will name the street based on the existing easement.
- If the road is in excess of 1000', it will need to be named, regardless of the number of houses.
- In the case of ranches, the road will be named to reflect the name of the ranch.
- Private roads will be required to follow accepted street naming standards.
- All named roads must be posted, based on entity standards, at the nearest access intersection for Public Safety purposes.

- **Cul-de-sacs:**

- 3 categories for Cul-de-sacs:

- Based on number of address points, if a maximum of 4 address points:

The addresses on the cul-de-sac should be addressed off the originating street, keeping all addresses within the same odd or even designation as the other addresses on that side of the originating street.

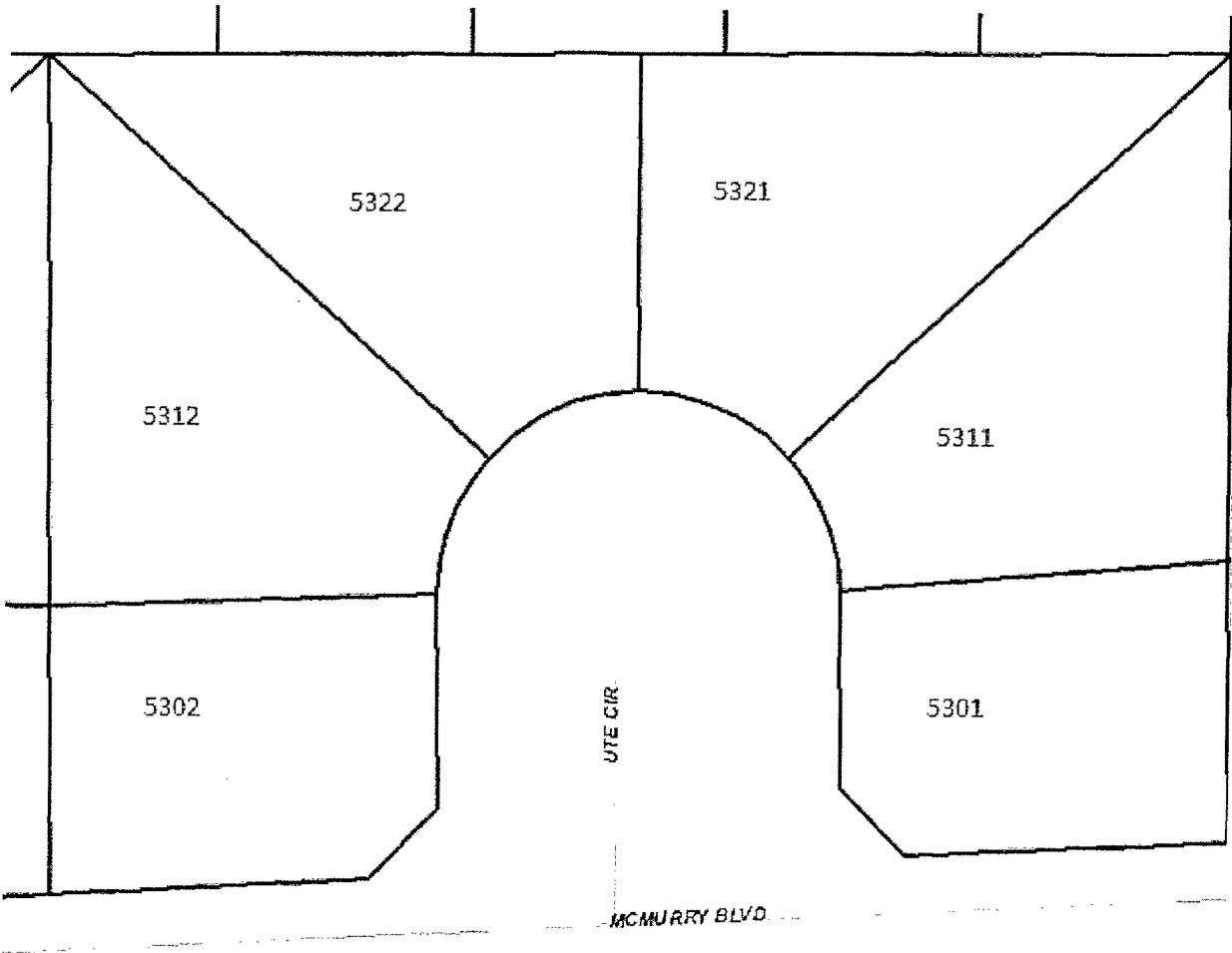
EXAMPLE:



- Based on number of address points, if a minimum of 5 address points:

The addresses on the cul-de-sac shall be addressed off a new street defined specifically for that cul-de-sac.

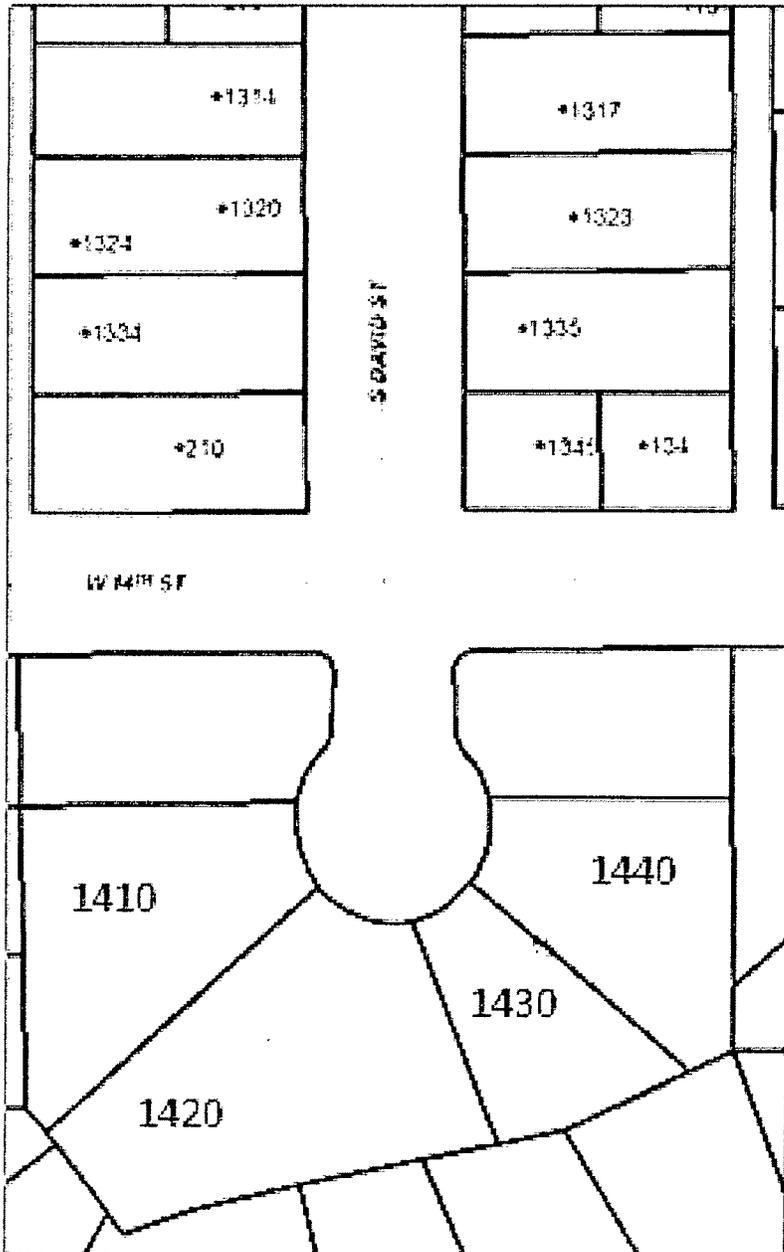
EXAMPLE:



- Based on cul-de-sac being an extension of an originating street:

If the cul-de-sac originates from a street that intersects with another street and terminates at the cul-de-sac, then the cul-de-sac would be addressed off that originating street with the odd or even designations and the address numbers consistent with that street.

EXAMPLE:



VII. GEOGRAPHIC INFORMATION SYSTEM (GIS) REQUIREMENTS

ADDRESSING:

**See Section III - STANDARD ADDRESSING REGULATIONS
And Section IV - ADDRESS ASSIGNMENTS FOR NON-RESIDENTIAL COMPLEXES,
MULTI-FAMILY RESIDENTIAL AND MANUFACTURED HOME
PARKS.**

- While always using the Address Grid Address as the final determination, ranges are theoretical rather than actual in order to limit maintenance in the GIS system.
 - For example, the range shall incorporate the entire 200 block (200 through 299) rather than just 200 through 270 if those are the only existing address points at that time)
- Address ranges should fit between established street segment numbering. There shall be no overlapping of address ranges between segments.
- Address ranges shall fit into corresponding street segment ranges.
- Within the GIS software, Street ID will be based on the number ranges set up to differentiate between each Regional entity.
- Maintain the GIS software requirements to hyperlink site plans or developer diagrams to the subdivision or building.
- Enter information as required into the GIS attribute table sub-address field:
 - For apartment buildings, each building has its own address.
 - The sub-address field would need the following information:
 - ❖ The type of building or apartment (Condominium, Multi-Family etc.)
 - ❖ The unit or apartment number
 - ❖ The apartment or complex name (Sunshine 2 Apartments, Foxhill Apartments)
 - For industrial or multi-building complexes, the main building is addressed off the street.
 - The sub-address field would need the following information:
 - ❖ The building numbering (Building 1, 2, 3, Building A, B, C)
 - ❖ The building function (warehouse, main office, break room, shop, etc.)

- For commercial (shopping centers, business centers) The building has one address.
 - The sub-address field would need the unit or suite number.
- For Industrial/Multi-Building:
 - The sub-address field would need the following information:
 - ❖ Buildings labeled as A, B, C.
 - ❖ Under sub-category would be defined specifics:
 - Warehouse, main office, break room, shop, etc.

STREETS:

See Section V - STREET NAMING GUIDELINES And Section VI - CONFIGURATION FOR STREET NAMING

- Segment range “TO” and “FROM” numbers go from lowest to highest based on address points.
[Left From] and [Left To]: 6001 – 6300
- In GIS, street segment ranges shall not overlap.

For Public Safety purposes, all address points must match the segment on which the address point is located. If street segment ranges contain duplicate segment range numbers, the system cannot accurately determine the correct address point.

In order to split a segment, there cannot be the same segment number in multiple segments.

Example:

Segment 1 – Range values for the [Left From] and [Left To] fields: 6261 - 6309

Segment 2 – Range values for the [Left From] and [Left To] fields : 6311 - 6499

Segment 3 – Range values for the [Left From] and [Left To] fields : 1301 – 6379

Overlap: Segment 3 incorporates both Segment 1 and part of Segment 2

- Street segment numbering should contain no gaps between segments.

EXAMPLE:

Segment 1 – Range values for the [Left From] and [Left To]: 6261 - **6309**

Segment 2 – Range values for the [Left From] and [Left To]: **6311** - 6499

- Each street segment meeting at an intersection shall end at the intersection point or vertices. This intersection point is not tied to a street segment range or address point.
- Street names shall conform to the street type designations (Street Suffix abbreviations) as shown below:

- Avenue AVE
- Boulevard BLVD
- Circle CIR
- Court CT
- Drive DR
- Hill HILL
- Highway HWY (Salt Creek HWY)
- Lane LN
- Loop LOOP
- Parkway PKY
- Place PL
- Road RD
- Street ST
- Terrace TER
- Trail TRL
- Way WAY

- Maintain GIS requirements for naming highways:

EXAMPLES:

State Highway 20-26
 US Highway 87
 US Highway 20-26 ByPass
 US Interstate I-25

- Maintain GIS and Public Safety requirements to note one way designations and directions.

- Maintain GIS and Public Safety requirements that street segment “From” and “To” categories must match address ranges and direction.
- Maintain GIS and Public Safety requirements regarding: Off Ramps – Each off ramp is a segment.
- There must be a start point (as the ramp merges off the highway) and an end point as it enters the street.
- Off ramps must be designated as one way only – with accurate directions.
- Maintain GIS and Public Safety requirements regarding: On Ramps – Each on ramp is a segment.
- There must be a start point and an end point (as the ramp merges into the highway).
- On ramps must be designated as one way only – with accurate directions.
- Maintain GIS and Public Safety requirements regarding: Overpasses do not stop or start at an intersection.
- Maintain GIS and Public Safety requirements regarding: Each overpass is a single segment – it must be obvious that there will be no turns allowed off the overpass.
- Maintain GIS and Public Safety requirements regarding: The road underneath the overpass should be one single segment.
- Within the GIS software, Street ID will be based on the number ranges set up to differentiate between each Regional entity.
- Required GIS fields need to be maintained for Public Safety requirements:
 - One way designation
 - Street sides
 - Public Safety zones (Police, Fire, EMS)

APPENDIX A – CONTACT LIST FOR NOTIFICATION ON ADDRESS CHANGES

NATRONA COUNTY:

Planning (307-235-9435)

Trish Chavez, tchavis@natronacounty-wy.gov

Assessor (307-235-9444)

Connie Smith, csmith@natronacounty-wy.gov

Tammy Saulsbury, tsaulsbury@natronacounty-wy.gov

Voter Registration (307-235-9217)

Chris Lindsey, clindsey@natronacounty-wy.gov

CITY OF CASPER:

Public Safety Communications Dispatch (307-235-8278)

pddispatch@cityofcasperwy.com

Finance (307-235-8486)

Marlene Atkins, matkins@cityofcasperwy.com, notify on vacant lot changes only

Water Distribution Garage (307-235-8333)

Darren Mizokami, dmizokami@cityofcasperwy.com

Public Services (307-235-8298)

Debby Estes, destes@cityofcasperwy.com, notify on vacant lot changes only

Community Development (307-235-8241)

Craig Collins, ccollins@cityofcasperwy.com

Constance Lake, clake@cityofcasperwy.com

Shelley LeClere, sleclere@cityofcasperwy.com, notify on vacant lot changes only

Information Technology (307-235-8422)

helpdesk@cityofcasperwy.com

TOWN OF MILLS:

Fire Department (307-262-3824)

Dan Beall, dbeall@millswy.com

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January 21, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 
Andrew Nelson, MPO Supervisor 

SUBJECT: Adoption of Appendix 1 of the *Procurement, Financial, and Other Policies Manual* (PFPM) for the City of Casper 

Recommendation:

That Council adopt the *Appendix 1* of the *Procurement, Financial, and Other Policies Manual* (PFPM) for the City of Casper, as it relates to procurements using Federal Transit Administration (FTA) dollars, and associated references to *Appendix 1* in the current PFPM.

Summary:

In August 2013, the FTA commissioned a Procurement Systems Review (PSR) of City Fund 18 Casper Area Transportation Coalition (CATC). The goal of this review was to determine City compliance to Federal regulations and circulars regarding the expenditure of monies granted by FTA. The review resulted in 16 findings ranging from not having “Written Standards of Conduct” to making arbitrary procurement decisions without documented business reasons.

After Andrew Nelson was hired as the Metropolitan Planning Organization (MPO) Supervisor, we convened a Procurement Review Team consisting of representatives from Community Development, Finance, and CATC. On a quarterly basis, this group will study procurements made by the City and CATC using grant money from Fund 18 to ensure compliance in the future. Additionally, Mr. Nelson has also written “Appendix 1” to the PFPM which addresses each of the 16 open findings resulting from the PSR. With Council’s adoption of this new component to our PFPM, City staff will be prompted to turn to *Appendix 1* if the funds used in the procurement originate from FTA. Otherwise, staff will use existing City policies to complete the procurement.

Occasionally, requirements from the FTA are more stringent than the City’s own policies. The MPO and the Procurement Review Team attempted to mingle City policies and FTA regulations whenever possible; however, proposed *Appendix 1* does have a considerable amount of new material that does not exist in the current City policy. As a result, we wish to present this material to Council for their consideration and urge their approval. A general FTA audit, called a Triennial Review, is scheduled for 2014 or early 2015 which will again review procurement as well as several other categories of City compliance. It is imperative for the City to take steps to remain in compliance in order to keep receiving these grants.

Staff would be happy to address any questions you have regarding this matter.

Management Action Summary Table
 FTA Procurement Systems Review Findings
 City of Casper, WY

Finding Number	Subject	Action	Location
1.	Written Standards of Conduct	Included an entire element incorporating FTA's standards into the City Policy book.	<i>Procurement, Financial, and Other Policies Manual</i> (PFPM) Appendix 1, page 3
2.	Contract Administration System	Included an entire element describing the City's CAS into the City Policy book.	PFPM Appendix 1, page 4
3.	Written Protest Procedure	Incorporated FTA guidelines and expectations as an element into the City Policy book.	PFPM Appendix 1, page 6
5.	System for Ensuring Most Efficient and Economic Purchase	Clarified City procedures in the policy book by adding an element describing data, reports, justifications, and FTA requirements.	PFPM Appendix 1, page 7
6.	Procurement Policies and Procedures	Incorporated 33 sections into one element of the City's policy book.	PFPM Appendix 1, page 7
7.	Independent Cost Estimate	Designed a standardized form to be used by City and Transit Vendor staff. Incorporated FTA guidelines into the City's policy book.	PFPM Appendix 1, pages 10&12
12.	Arbitrary Action	Included a subsection in the City's policy book defining, prohibiting, and providing an example of arbitrary action.	PFPM Appendix 1, page 9
13.	Brand name restrictions	Included a subsection in the City's policy book addressing the requirements, appropriate use, and retainage of brand name only procurements.	PFPM Appendix 1, page 9
18.	Award to responsible contractor	Included a subsection in the City's policy book requiring awards to go to responsible contractors and the criteria that could be used in that determination.	PFPM Appendix 1, page 7
21.	Fair and Reasonable Price Determination	Created a F&R form. Included a subsection in the City's policy book requiring the trigger and use of the F&R form.	PFPM Appendix 1, page 10
23.	Price quotations	Included a subsection in the	PFPM Appendix 1, page 10

		City's policy book for small purchase guidance which includes a requirement to obtain three quotes.	
24.	Clear, accurate, and complete specification	Included a subsection in the City's policy book require complete specifications. These specifications will be maintained in the written procurement history.	PFPM Appendix 1, page 9
37.	Price and Other Factors (RFP)	Included a subsection in the City's policy book which addresses RFP/RFQ procurements, which includes a discussion of possible "other factors."	PFPM Appendix 1, page 11
41.	Cost or Price Analysis	Included a subsection in the City's policy book that requires a cost or price analysis above the micro-purchase level. Also recommends training on these analyses every three years.	PFPM Appendix 1, page 6&12
42.	Written Record of Procurement History	Included a subsection in the City's policy book that requires City and transit vendor staff to keep a written record. The responsibility for maintaining the record is delineated in the Contract Administration System.	PFPM Appendix 1, page 8
56.	Clauses	Form A includes a list of all relevant FTA clauses as part of a procurement checklist. The Procurement Review Team will review procurements to make sure all applicable clauses are contained in the contract.	PFPM Appendix 1, page 15

Appendix 1: Federal Transit Administration (Fund 18/CATC) Procurement Policies and Procedures

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Introduction

The City of Casper has major responsibilities which include the contract management of a public transportation system and the planning of transit-related projects. The City, via its transit vendor, awards most contracts and is responsible for establishing procedures to avoid the purchase of unnecessary property and services, ensure the proper use of funds, and comply with appropriate guidelines for procuring goods and services. City staff and the City's transit vendor must be aware of additional requirements regarding the use of federal funds. This section of the PFPM will describe in detail the procurement policies of the Federal Transit Administration (FTA) and how the City has implemented them into standard procedure.

The FTA requires system wide procurement practices for all recipients. The City of Casper will adhere to these procurement policies for FTA-funded contracts to third party vendors pursuant to FTA C 4220.1F. It is imperative that staff stay abreast of changes in these regulations through communication with FTA regional headquarters, regular procurement trainings, and attention to periodic updates in the Circular.

Whenever possible, the City and its transit vendor will use *Procurement Pro* to ensure FTA requirements are met. Additionally, the Procurement Review Team will evaluate procurements on a quarterly basis to ensure compliance.

The Community Development Director may delegate responsibility of procurement oversight to the MPO. The MPO Manager is responsible for providing procurement advice on all matters relating to procurement as well as those procurement actions necessary to ensure that the award of contracts is carried out in a manner consistent with the policies and procedures in this book.

The purpose of this appendix to the PFPM is to set forth the procurement methods and establish standards for obtaining goods and services, including construction, professional, architectural, and engineering services necessary for the operation of the City's transit service. This policy applies to contracts entered into by the transit vendor after the effective date of this policy unless the parties agree to its application to contracts entered prior to the effective date. This policy will apply to each expenditure of public funds by the transit vendor and the City for public purchasing when federal funds are used. When the procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with any applicable mandatory Federal law and regulations which are not reflected in these procedures.

The procurement procedures are designed to:

1. Instill public confidence in the procurement process of the City of Casper and its transit system.
2. Ensure fair and equitable treatment for all vendors who seek to do business with the City, with particular emphasis on Disadvantaged Business Enterprises (DBE).
3. Maximize the purchasing value of public funds in procurement.
4. Ensure maximum open and free competition in the expenditure of public funds.
5. Provide the safeguards to maintain a procurement system of equality and integrity.

Element 1. Written Standards of Conduct

When FTA funds are used in a project, it is the policy of the City of Casper that:

(a) "no employee, officer, agent, or board member, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those previously listed has a financial or other interest in the firm selected for award."

(b) “The recipient’s officers, employees, agents, or board members may neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. The recipient may set minimum rules when the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.”

(c) “To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary action for violation of such standards by the recipient’s officers, employees, agents, board members, or by contractors or subrecipients or their agents.” [FTA C 4220.1F, III, 1.a, b, c.]

Element 2. Disadvantaged Business Enterprise

In accordance with Federal Regulation 49 CFR Parts 23 and 26, participation by Disadvantaged Business Enterprises in projects funded by federal grant recipients are required to take necessary and reasonable steps using race-neutral measures to ensure that DBEs are afforded the maximum opportunity to participate in the performance of contracts financed by federal funds.

For the purpose of this program, a certified DBE is a business firm certified by the State of Wyoming’s Department of Transportation, indicating that it: (a) meets the criteria outlined in 49 CFR Part 23 and 26 regarding certification and (b) possesses the required resources and expertise to perform designated types of work.

The City requires that its transit vendor submit semi-annual DBE activity reports on or before March 15th and November 15th describing procurement activities and DBE participation.

Element 3. Contract Administration System

The City contracts its transit operations to a third party vendor. In this situation, the vendor takes primary responsibility for ensuring compliance with FTA regulations regarding procurement while the City provides oversight and approval.

As the prime contractor for the City, the transit vendor will conduct the vast majority of purchases related to transit expenses. Vendor selection and products purchased are to meet the basic policies and standard practices of the City of Casper, FTA regulations, and relevant state law.

Personnel who purchase products are to seek to obtain and purchase all goods at the lowest possible total-end use cost, considering the guidelines of prices, services, quality, delivery, and in accordance with sound governmental purchasing practices.

Procurement Roles

The Executive Director of the transit vendor (or equivalent) shall be the person designated as the point of contact for all procurements conducted through the transit vendor. The Community Development Director for the City of Casper (or his/her designee in the MPO) shall be the point of contact for oversight.

Division of Responsibility

The transit vendor is responsible for preparing procurements at the micro-purchase and small purchase levels. If these projects are anticipated to be greater than \$20,000, the vendor must consult the City about the project before continuing with the procurement. City regulations require any purchases over \$20,000 to be sent out to bid. When projects require a bid, the transit vendor must conduct the bid through the City with consultations by the Procurement Review Team.

The City policy for micro-purchases (less than \$1,000) requires approval from the Department Head or Division Manager. It is therefore expected that an equivalent manager within the vendor's organization approve similar purchases. If the procurement is between \$1,000 and \$19,999, the vendor must obtain the same approval as mentioned above as well as three price quotes. Concurrently, to ensure compliance with FTA, if the procurement is under \$3,000, the vendor must follow direction under Element 7-13 of this appendix. If the procurement is over \$3,000, the vendor must follow direction under Element 7-14 of this appendix.

The transit vendor is responsible for the maintenance of non-bid procurement files. This could include:

1. Procurement checklist
2. Product specifications
3. Quotes received
4. Evaluation process
5. Explanation of the basis for the selection of the contractor
6. Fair and reasonable documentation
7. Executed contract, notice of award, or purchase order
8. Modifications and change orders
9. Documentation relating to all close out activity
10. Other documentation needed to comply with established policies

The procurement checklist (Form A) will include a list of all applicable FTA contract clauses that may pertain to procurements with the City. The transit vendor will make these documents available to the City at the City's request.

If the procurement exceeds the City's small purchase guideline and must be bid, the transit vendor must recommend this action to the City by memo. As part of its mission, the Procurement Review Team will ensure that the appropriate federal clauses are included with each contract. When the procurement involves a bid process, RFP, or similar procedure, the City is responsible for maintaining the procurement file. Project management will be coordinated through the MPO and may be completed by other City staff (such as Engineering) as necessary. In addition to documents listed above, bid procurements may also include:

1. Scope of work
2. Pre-bid/award activity and proof of advertisement
3. Bids/proposals received
4. Bid analysis and scoring documents
5. Pre-bid correspondence
6. Any bonding/insurance documentation
7. Executed contract
8. Notice to proceed
9. Cardinal changes
10. Other documentation needed to comply with established policies

Generally the statement of work outlines the specific tasks, milestones and review procedures of the individual project. It is expected that these details will change based upon the project. Copies of all correspondence and notes of all conversations of any magnitude shall be retained and kept in the procurement file during all of the contract activity. The MPO has a continuing responsibility to monitor the contractor's work progress (monitoring requirements will vary with each contract) until it is completed and the service is accepted by the City.

Procurement Review

To ensure vendor compliance with FTA regulations, the Procurement Review Team will conduct semiannual reviews of vendor procurements at two of its quarterly meetings.

Essential characteristics of this review will include:

1. Selection/review of three random micro-purchases
2. Selection/review of two random small purchases
3. Selection/review of one procurement through IFB, RFP, or similar (if any)
4. Discussion/review of the DBE program, the semiannual DBE report, and upcoming possibilities for DBE procurements

During this review, the Procurement Review Team will reference FTA C 4220.1f and PFPM FTA appendix to ensure compliance with (1) City policy and (2) FTA regulation. If deficiencies are found, the review team will include a finding with the procurement file, including corrective action for future procurements. If discrepancies are found between the policies of the City and FTA as found in this appendix, the Procurement Review Team will reconcile those differences and integrate the policy into this document, pending approval from the Casper City Council.

Additionally, because the transit vendor is the primary source of procurements, the City strongly encourages transit vendor staff to attend FTA procurement-specific training, particularly the following courses from the National Transit Institute:

1. Bus Procurement Workshop
2. Disadvantaged Business Enterprise
3. Procurement for Small and Medium Transit Systems
4. Orientation to Transit Procurement I
5. Risk Assessment and Basic Cost or Price Analysis
6. RFPs and Competitive Contract Negotiations
7. Contract Administration

The City will verify if transit vendor staff has attended this or any similar training in the previous six months during its semiannual review.

Element 4. Written Protest Procedures

The City's *Purchasing, Financial, and Other Policies Manual (PFPM)* maintains a section for "Procedures for Bid Protest." In addition to these criteria, the City will ensure the following if an FTA-funded protest occurs:

1. The City will notify FTA Region 8 of the existence of a protest and regularly update Region 8 on the status of the protest as a courtesy.
2. The protest will proceed through the City's established protest procedure (currently located on page 17 of the PFPM). This includes an exhaustive review by the City Manager or his/her designee, the postponing of the award until a decision is reached, and written notification from the City Manager regarding the decision.
3. In the written decision, the City Manager will direct the protestor to an appeals process through to the City Council.
4. The City Council will consider an appeal according to procedure in the PFPM. If the City Council denies the appeal, the City Manager will notify the protestor that he/she may file an appeal with FTA Region 8. The City will then update FTA regarding the potential appeal.

5. According to Sections 10 and 11 of the PFFM’s “Procedures for Bid Protest”, “The City shall not award a contract for five (5) working days following the decision on a bid protest in cases where the project or equipment is proposed to be funded with Federal dollars. This is to allow qualified individuals to file a protest with the appropriate Federal agency...If the Council decides that the appeal should be denied and no protest is filed with another agency within five days following their decision, the bid award will continue according to normal procedures.”

Element 5. Prequalification System

The City does not maintain a prequalification system for FTA projects per FTA recommendation in *Chapter 2: Required Procurement Elements and Suggested Best Practices* located at http://www.fta.dot.gov/grants/12900_1243.html [accessed 26 December 2013].

Element 6. System for Ensuring Most Efficient and Economic Purchase.

The City will support the following system to ensure efficient and economic purchases:

1. *Necessity (4220.1F IV-1 b)*. In order to ensure purchase necessity, particularly for vehicles, the City requires its public transit vendor to create an Annual Operations Report due January 15 of each contract year. This report will include (but is not limited to):
 - a. Description of operations
 - b. Inventory of fleet, including fleet size, type, year of manufacture, condition, service history during the previous year, and the anticipated year each vehicle will be retired
 - c. Inventory of all capital items owned by the City
 - d. Recommendations to improve service and operations efficiency
 - e. Summary of specific actions taken by the Contractor to implement projects that were planned in the contract year
 - f. Three-year operations, financial, and capital plan
 - i. Description of operational goals, objectives, and performance measures, and proposed preventive maintenance planning and scheduling
 - ii. Projected income by each source for a three-year period
 - iii. Capital needs and written justification for the same, including specifics on each proposed capital purchase, intended use, estimated cost, year of purchase, expected life span, and method of finance
2. *Size (4220.1F IV-1 c)*. The City will pursue joint procurements with other transit coalition member jurisdictions whenever possible for fleet vehicles.
3. *Lease versus Purchase (4220.1F IV-1 e)*. The Procurement Review Team will prepare a “lease versus purchase” analysis for each vehicle procurement, including joint procurements. However, it is the general policy of the City to pursue full ownership rather than a lease.

Element 7. Procurement Policies and Procedures.

This section addresses FTA-specific policies that the City must take into consideration before entering into any procurement process.

1. **Award only to a responsible bidder or offeror**
Reference: FTA C 4220.1F VI-8b

The City will give consideration to contractor integrity, debarment and suspension, licensing, record of past performance, and financial and technical resources. The City will measure these items on a checklist during the procurement process.

2. Procurement history

Reference: FTA C 4220.1F III-3d(1)

The City will maintain a record of (1) the rationale for the method of procurement, (2) selection of contract type, (3) reasons for contractor selection or rejection, and (4) the basis for the contract price. This history will be included in the procurement file.

3. Requirement that “Time and Materials Type Contracts” may only be used in specific circumstances.

Reference: FTA C 4220.1F VI-2.(2)(b)

The City will only allow “Time and Materials” type contracts (1) after a determination that no other type of contract is suitable and (2) if the contract specifies a ceiling price that the contractor shall not exceed except at its own risk.

4. Contract term limitations for rolling stock.

Reference: FTA C 4220.1F IV-2.e(10)

The City will not enter into a multi-year contract longer than five (5) years to buy rolling stock or replacement parts without prior written FTA approval when FTA funds are used.

5. Tag-ons.

Reference: FTA C 4220.1F V-7.b(2)

The City prohibits the use of cardinal changes (tag-ons). This applies to the original buyer as well as to others. Tag-on is defined as the addition of work, supplies, equipment, or services that is beyond the scope of the original contract and is subject to a non-competitive procurement process. Changes in quantity do not necessarily constitute tag-ons. See FTA C 4220.1F V-7.b2 (a-c) for further guidance.

6. Full and open competition.

Reference: FTA C 4220.1F VI-1(a)

The City will ensure that all procurement transactions will be conducted in a manner providing full and open competition. Unsolicited proposals must be a proprietary concept that is essential to contract performance. The City will not maintain a prequalified list.

7. Prohibition of unreasonable requirements.

Reference: FTA C 4220.1F VI-2.a(4)

The City prohibits unreasonable requirements from being placed on firms in order for them to qualify to do business. Types of unreasonable requirements include:

- a. Excessive qualifications
- b. Unnecessary experience
- c. Retainer contracts

- d. Excessive bonding. It should be noted that the circular referenced above notes that “FTA will not challenge State or local bonding requirements as unreasonably restrictive of competition, even though they might exceed Federal requirements.”

8. Defining Organizational Conflicts of Interest and means for eliminating or mitigating such conflicts.

Reference: FTA C 4220.1F VI-2.a(4)h

The City will identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible. Conflicts of interest, as defined in this section, include:

- a. Lack of impartiality or impaired objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.
- b. Unequal access to information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- c. Biased ground rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

9. Prohibition of arbitrary action in the procurement process.

Reference: FTA C 4220.1F VI-2.a(4)j

The City will not allow any arbitrary action during the procurement process. Examples of arbitrary action include not following the procurement process or documentation showing one vendor should receive the award but another vendor is awarded the business.

10. Guidance on contractor selection procedures.

Reference: FTA C 4220.1F III-3a

The City must state its reasons for contractor selection or rejection through a written responsibility determination for the successful contractor. Selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award. The City must consider matters such as integrity, compliance, past performance, financial resources, and technical expertise.

11. Contract specifications or statements of work

Reference: FTA C 4220.1F VI-2e; VI-3c(1)(a)

City solicitations and contracts must identify all Federal requirements that a bidder must fulfill before and during contract performance. Each solicitation should provide complete, adequate, precise, and realistic specification. For construction projects, the City Engineer’s office should review the solicitation before release.

12. Requirements for using “Brand name or equal” purchase descriptions.

Reference: FTA C 4220.1f VI-2.a.(3)

The City will ensure that brand name solicitations will only be used when it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property to be acquired.

- a. Brand Name Only. Specifying only a brand name product without allowing offers of “an equal” product, or allowing “an equal” product without listing the salient characteristics that the “equal” product must meet to be acceptable for award.
- b. In-state or local geographic restrictions, except for contractor licensing, architectural, and engineering services, unless Federal statutes expressly mandate or encourage geographic preference.
- c. Retainage. The City will make sure that specs and vendor responses will be retained for three years to ensure a brand name restriction has not occurred.
- d. The independent cost estimate (or “ICE,” Form C) will carry a specific line item to review potential brand name restrictions.

13. Requirements for micro purchases (under \$3,000)

Reference: FTA C 4220.1f VI-3.a

Foremost, the City recognizes that “FTA does not intend to imply that the recipient must treat any purchase under \$3,000 as a micro-purchase” (4220.1f VI-3.a.1) and “FTA does not require the recipient to provide its rationale for the procurement method used, selection of contract type, or reasons for contractor selection or rejection” (4220.1f VI-3.a.2c). With these stipulations in mind, the City will engage in the following process for micro-purchases:

- a. The City will ensure that micro-purchases are distributed among qualified suppliers.
- b. The City will not divide or reduce the size of its procurement merely to come within the limit.
- c. City personnel or transit staff will complete the “Fair and Reasonable Price Determination Form.” (Form B)

14. Requirements for small purchase procurements (between \$3,000 and \$100,000)

Reference: FTA C 4220.1f VI-3.b

The City will ensure the following when purchasing services, supplies, or property valued between \$3,000 and \$100,000 to ensure that the price is fair and reasonable:

- a. If the purchase is between \$3,000 and \$20,000, personnel will obtain at least three quotes from qualified sources.
- b. Per City policy, if the purchase is over \$20,000, it must be bid.
- c. Personnel will not divide or reduce the size of its procurement merely to come within the limit.
- d. Personnel will complete the specifications, an independent cost estimate (or “ICE”, Form C), and at least three quotes or the winning bid, and keep a written record of procurement history in each file.

15. Requirements applicable to sealed bid method of procurement

Reference: FTA C 4220.1f VI-3.c

In addition to procedures already within the PFPM, the City will ensure the following during sealed bid procurements:

- a. All notices must provide sufficient time to provide bids prior to bid opening, which is dependent on the scope and complexity of the project.
- b. Contracts will be awarded to the lowest responsive and responsible bidder.
- c. Any or all bids may be rejected if there is a sound, documented business reason.

16. Requirements for competitive proposal procurements

Reference: FTA C 4220.If VI-3.d

- a. Requests for proposals must be publicized.
- b. There must be at least three proposals from qualified sources. If there are fewer than three proposals, the City should refer to State law to verify that it can proceed with the contract. In the event that State law allows a contract when fewer than three bids are received, the City must provide a sound, documented reason why the proposal was not reissued.
- c. The request must include all evaluation factors and their relative importance in the solicitation; however, the City will not include percentage ratings or weights in the document.
- d. The Procurement Review Team will establish a decision matrix based on project criteria and appropriate weights for each proposal.
- e. The contract shall be awarded to the firm whose price and other factors under consideration. Because each project is different, “other factors” will be determined at the time the request is written but may include (but are not limited to): quality, past experience, references, management team, expertise, etc.
- f. The City will not use “best value” criteria in selecting a proposal. However, the City will continue to responsibility and responsiveness during the selection process.

17. Guidance on the Brooks Act (Procurement for Architectural and Engineering Services)

Reference: FTA C 4220.If VI-3f.3

When using FTA funds, the City will use a qualifications-based procurement when contracting for A&E services. This also extends to program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, and related services. The City will:

- a. Evaluate qualifications excluding price as a factor.
- b. Negotiate only with the most qualified offeror.
- c. Failing agreement on price, negotiate only with the most qualified offeror.

18. Guidance for procurement of Design-Bid-Build services

Reference: FTA C 4220.If VI-3.g

When using the design-bid-build procurement method, the City will use a qualifications-based procurement for design and a competitive bid for construction.

19. Guidance for procurement of Design-Build services

Reference: FTA C 4220.If VI-3.h

According to VI-3.h(1), the FTA expects the recipient to use the procurement method appropriate for the services having the greatest cost, even though other necessary services would not typically be procured by that method. First, the City must separate the various contract activities to be undertaken and classify them as design or construction, and then calculate the estimated total value of each. If, after segmenting all activities, design projects account for the greatest cost, the City will use a qualifications-based procurement for the entirety of the contract as discussed in

number 17 in this document. On the other hand, if construction projects account for the greater cost, the City will use a competitive bid process.

20. Provisions for sole source procurements

Reference: FTA C4220.1f VI-3.i

The City will only use sole source procurements on FTA funded projects when:

- a. It is infeasible to use small purchase, sealed bid, or competitive procedures, **and**
- b. The product or service is only available from one source. This could be due to having a unique or innovative concept not available from another source or patent restrictions.
- c. A public emergency will prohibit the delay of competitive solicitations.
- d. FTA authorizes the sole source purchase.
- e. Competition is deemed inadequate after solicitation from several sources and/or procurement methods as authorized by FTA.

If the City determines the need to contract through a sole source, staff will justify the decision according to the standards of FTA C 4220.1f Chapter 6 subparagraph 3.i(1)(b). This justification should also include a cost analysis.

21. Procedures for procurements through the exercising of options.

Reference: FTA C 4220.1f V-7.a; VI-7.b

If the City intends to exercise options after the contract is awarded, those option quantities must be evaluated during the procurement process. When exercising options, the City must ensure that the option is in accordance with the scope of the contract and that the price is better than prices available in the open market or is more advantageous at the time the option is exercised.

The City reserves the right to not evaluate bids for options if it is not in the best interest of the City, but understands it cannot exercise those options if they are not evaluated prior to contract award.

22. Requirement for performing a cost or price analysis above the micro-purchase threshold.

Reference: FTA C 4220.1f VI-6

The City will perform a cost analysis or a price analysis for any procurement above the micro-purchase threshold. City and transit vendor staff should attend training on price or cost analysis at least once every three years. The Procurement Review Team will review these analyses during its quarterly meeting.

23. Provision to conduct independent cost estimates before receiving bids or proposals.

Reference: FTA C 4220.1f VI-6

The City will perform an independent cost estimate (ICE, Form C) before receiving bids or proposals. A copy of this estimate will be included in the project file.

24. Provision to perform cost and profit analysis when adequate price competition is lacking.

Reference: FTA C 4220.1f

The City will perform a cost and profit estimate before receiving bids or proposals. A copy of this analysis will be included in the project file.

25. Provisions to ensure that the City's cost principles for evaluating proposed costs are consistent with Federal cost principles.

Reference: FTA C 4220.If VI-4

The City uses OMB Circular A-87 as the basis for its evaluation of costs.

26. Prohibition for using cost plus percentage of cost contracts.

Reference: FTA C 4220.If VI-2c.(2)(a)

The City will not use the "cost plus a percentage of cost" and "cost plus a percentage of construction cost" methods of contracting.

27. Provisions for bonding requirements in connection with construction contracts exceeding \$100,000.

Reference: FTA C 4220.If IV-2.b.h(1)

The City will ensure that construction contracts above \$100,000 meet the following minimum:

- a. 5% bid guarantee
- b. 100% performance bond, and
- c. 50% payment bond on contracts under \$1 million

28. Procedures describing the appropriate use and prohibition of advance payments.

Reference: FTA C 4220.If IV-2.b(5)(b).

The City prohibits advance payments using FTA funds unless prior written concurrence is obtained from FTA.

29. Progress payments.

Reference: FTA C 4220.If IV-2.b(5)(c)

Progress payments may only be made on the basis of costs incurred (or, in the case of construction contracts only, on the basis of percent of completion) and the City must obtain adequate security for which progress payments are made. Adequate security for progress may include taking title, obtaining a letter of credit, or taking equivalent measures to protect the City's interest in the progress payment.

30. Provisions to address liquidated damages.

Reference: FTA C 4220.If IV-2.b.6(b)

Liquidated damages assessment must be at a specific rate per day for each day of overrun and must be specified in the contract. Any damages recovered must be credited to the project involved unless FTA permits otherwise.

31. Requirement that contracts above \$100,000 contain remedies for breach of contract.

Reference: FTA C 4220.If IV-2.(c)(6)(b)2.

City contracts exceeding \$100,000 must include administrative, contractual, or legal remedies for violations or breach of contract by the contractor.

32. Requirement that contracts above \$10,000 contain termination provisions.

Reference: FTA C 4220.1fIV-2(c)(6)(b)4

The City will include provisions allowing termination for cause and termination for convenience in contracts exceeding \$10,000.

33. Provisions that address Federal statutory requirements for contracts funded under federal grants.

Reference: FTA C 4220.1fII-3.

The City of Casper will comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 USC Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements to FTA recipients and their FTA assisted procurements.

34. Revenue Contracts.

Reference: FTA C 4220.1fII-2.b.(4)

A revenue contract is a contract in which the recipient provides access to public transportation assets for the primary purpose of either producing revenues in connection with an activity related to public transportation or creating business opportunities with the use of FTA assisted property. The City will require that these types of contracts can be awarded using competitive selection procedures. The City reserves the right to determine the extent and type of competition to be used.

Form A
Procurement Checklist

Procurement Process Checklist

TO DO BEFORE THE PROCUREMENT PROCESS

- Review procurement process and policies
- Implement procurement process and policies if necessary
- Determine scope of procurement
- Prepare a written Independent Cost Estimate and place in the procurement file – Check off item in Exhibit A
- Identify who needs to be involved
- Plan the procurement process
- Decide on the method of procurement: Informal quotations, RFQ, IFB, or RFP

PROCUREMENT PACKAGE PREPARATION

- Convene Review Committee
- Develop draft RFQ, IFB, or RFP
- Insert required FTA clauses and certifications into the procurement package (See Exhibit A)
- Develop technical specifications and/or Scope of Work
- Identify potential bidders/proposers
- Develop evaluation process and criteria for RFQ and RFP procurements
- Review protest procedures (these should be a part of the procurement package)
- Finalize draft of procurement package (i.e., IFB, RFP, or RFQ)
- Procurement Department review and approval of procurement package – Check off items in Exhibit A

CONDUCTING THE PROCUREMENT

- Finalize RFQ/IFB/RFP Package
- Advertising and Notifying of potential bidders/proposers and place documentation in the procurement file
- Conduct pre-bid or pre-proposal conference (optional)
- Procedures for Review/Acceptance of Approved Equals (if applicable)
- Pre-bid/pre-proposal approved equals protests procedures (if applicable)
- Bid/proposal deadline and acceptance

PRE-AWARD REVIEW AND CONCURRENCE PROCESS

- Conduct bid opening or receive proposals
- Prepare tabulation of bids (place documentation in the procurement file)
- Reconvene review committee for RFPs or RFQs
- Conduct evaluation process for RFPs or RFQs (place documentation in the procurement file)
- Evaluate bids/proposals for required elements/responsiveness (place documentation in the procurement file)
- Conduct cost or price analysis on responsive bids/proposals (place documentation in the procurement file)
- Check federal suspended or debarred contractor list (place documentation in the procurement file)
- Conduct responsibility determination (place documentation in the procurement file)
- Conduct all pre-award activities and place signed certifications in the procurement file
- Procurement Department review and approval – Check off items in Exhibit A
- Review and approval of intent to award
- Notify selected and rejected bidders/proposers
- Handle intent to award protests using the local process

POST – AWARD AND POST-DELIVERY ACTIVITIES

- Issue purchase order or service contract to selected bidder/proposer
- Monitor contractor activities (if applicable)
- Post-delivery inspection of capital equipment purchases (if applicable)

- _____ Complete and execute required post-delivery certification forms (if applicable)
- _____ Acceptance, warranty and service arrangements made with contractor (if applicable)
- _____ Vehicle Title/Registration – Title must show grantee as lien holder (if applicable)
- _____ Contractor submission of required forms and certifications
- _____ Obtain verification of acceptance of the goods or services procured
- _____ Obtain approval for payment of the contractor invoice
- _____ Procurement Department review and approval – Check off items in Exhibit A
- _____ Verify payment to contractor
- _____ Submit ECHO form for reimbursement of federal share

EXHIBIT A

<i>FTA CONTRACT CLAUSES</i>	<i>COMMENTS</i>	<i>MASTER AGREEMENT REFERENCE</i>	<i>"x" – Included "na" – Not Applicable</i>
<i>No Federal government obligations to third-parties by use of a disclaimer</i>	<i>All contracts over \$3,000</i>	<i>§2.f</i>	
<i>Program fraud and false or fraudulent statements and related acts</i>	<i>All contracts over \$3,000</i>	<i>§3.f</i>	
<i>Access to Records</i>	<i>All contracts over \$3,000</i>	<i>§15.t</i>	
<i>Federal changes</i>	<i>All contracts over \$3,000</i>	<i>§2.c(1)</i>	
<i>Civil Rights (EEO, Title VI & ADA)</i>	<i>All contracts over \$3,000</i>	<i>§12</i>	
<i>Incorporation of FTA Terms</i>	<i>All contracts over \$3,000</i>	<i>§15.a</i>	
<i>Energy Conservation</i>	<i>All contracts over \$3,000</i>	<i>§26</i>	
<i>Termination provisions</i>	<i>All contracts over \$10,000</i>	<i>§11</i>	
<i>Debarment and Suspension</i>	<i>All contracts over \$25,000</i>	<i>§3.b</i>	
<i>Buy America</i>	<i>When tangible property or construction will be acquired.</i> <i>All contracts over \$100,000</i>	<i>§14.a</i>	
<i>Provisions for resolution of disputes, breaches, or other litigation</i>	<i>All contracts over \$100,000</i>	<i>§56</i>	
<i>Lobbying</i>	<i>All contracts over \$100,000</i>	<i>§3.d</i>	
<i>Clean Air</i>	<i>All contracts over \$100,000</i>	<i>§25.b</i>	

<i>Clean Water</i>	<i>All contracts over \$100,000</i>	<i>§25.c</i>	
<i>Cargo Preference</i>	<i>When acquiring property suitable for shipment by ocean vessel.</i> <i>All contracts over \$100,000</i>	<i>§14.b</i>	
<i>Fly America</i>	<i>When property or persons transported by air between U.S. and foreign destinations, or between foreign locations.</i> <i>All contracts over \$100,000</i>	<i>§14.c</i>	
<i>Davis Bacon Act</i>	<i>Except for contracts less than \$2,000 or third party contracts for supplies, materials, or articles ordinarily available on the open market</i>	<i>§24.a</i>	
<i>Copeland Anti-Kickback Act</i> <i>Section 1</i> <i>Section 2</i>	<i>All Construction Contracts over \$2,000</i>	<i>§24.a</i>	
<i>Contract Work Hours & Safety Standards Act</i>	<i>All Construction Contracts over \$100,000</i>	<i>§24.a</i>	

<p><i>Bonding for construction activities exceeding \$100,000</i></p>	<p>5% bid guarantee; 100% performance bond; and Payment bond equal to:</p> <ul style="list-style-type: none"> • 50% for contracts < \$1 M • 40% for contracts > \$1 M, but < \$5 M • \$2.5 M for contracts > \$5 M 	<p>§15.o(1)</p>	
<p><i>Seismic Safety</i></p>	<p>All Contracts for construction of new buildings or additions to existing buildings</p>	<p>§23.e</p>	
<p><i>Nonconstruction Employee Protection (Contract Work Hours and Safety Standards Act)</i></p>	<p>Applicable to all turnkey, rolling stock and operational contracts (excluding contracts for transportation services) over \$100,000</p>	<p>§24.b</p>	
<p><i>Transit Employee Protective Arrangements</i></p>	<p>Applies to Section 5307, 5309, 5311 and 5316 funded operations contracts.</p>	<p>§24.d</p>	
<p><i>Charter Service Operations</i></p>	<p>All operations contracts</p>	<p>§28</p>	
<p><i>School Bus Operations</i></p>	<p>All operations contracts</p>	<p>§29</p>	
<p><i>Drug and Alcohol Testing</i></p>	<p>Safety sensitive functions. Applies to Sections 5307, 5309 and 5311 operations contracts.</p>	<p>§32.b</p>	

<i>Patent Rights</i>	<i>R&D contracts</i>	<i>§17</i>	
<i>Rights in Data and Copyrights</i>	<i>R&D contracts</i>	<i>§18</i>	
<i>Disadvantaged Business Enterprises (DBEs)</i>	<i>Contracts awarded on the basis of a bid or proposal offering to use DBEs</i>	<i>§12.d</i>	
<i>Prompt Payment and Return of Retainage</i>	<i>Per 49 CFR Part 26, if grantee meets the threshold for a DBE program</i>	<i>§12.d</i>	
<i>Recycled Products</i>	<i>Contracts for items designated by EPA, when procuring \$10,000 or more per year</i>	<i>§15.k</i>	
<i>ADA Access</i>	<i>Contracts for rolling stock or facilities construction/renovation</i>	<i>§12.g</i>	
<i>Assignability Clause</i>	<i>Piggyback procurements</i>	<i>§15.a</i>	
<i>Special Notification Requirements for States</i>	<i>Applies to contracts awarded by states</i>	<i>§38</i>	

CERTIFICATIONS AND OTHER REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCE	"x" – Included "na" – Not Applicable
<i>Bus Testing Certification and Report</i>	<i>Obtain prior to award Procurements of buses and modified mass produced vans</i>	<i>§15.n(4)</i>	
<i>TVM Certifications</i>	<i>Obtain prior to award Procurements of buses and modified mass produced vans</i>	<i>§12.d(1)</i>	

CERTIFICATIONS AND OTHER REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCE	"x" – Included "na" – Not Applicable
<i>Buy America Certification</i>	Obtain prior to award <i>Procurements of steel, iron or manufactured products over \$100,000</i>	§14.a	
<i>Pre-Award Audit</i>	Obtain prior to award <i>Rolling stock procurements over \$100,000</i>	§15.n(3)	
<i>Pre-Award Buy America Certification</i>	Sign prior to award <i>Rolling stock procurements over \$100,000</i>	§15.n(3)	
<i>Pre-Award Purchaser's Requirement Certification</i>	Sign prior to award <i>Rolling stock procurements</i>	§15.n(3)	
<i>Post-Delivery Audit</i>	Obtain prior to acceptance <i>Rolling stock procurements over \$100,000</i>	§15.n(3)	
<i>Post-Delivery Buy America Certification</i>	Sign prior to acceptance <i>Rolling stock procurements over \$100,000</i>	§15.n(3)	
<i>Post-Delivery Purchaser's Requirement Certification</i>	Sign prior to acceptance <i>Rolling stock procurements</i>	§15.n(3)	
<i>On-Site Inspector's Report</i>	Obtain prior to acceptance <i>Rolling stock procurements for more than 10 vehicles for areas greater than 200,000 in population and 20 for areas less than 200,000 in population</i>	§15.n(3)	

CERTIFICATIONS AND OTHER REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCE	"x" – Included "na" – Not Applicable
<i>Federal Motor Vehicles Safety Standards Pre-Award and Post-Delivery Certification</i>	Obtain prior to award and then sign prior to acceptance <i>Rolling stock procurements</i>	§15.n(3)	
<i>Excluded Parties Listing System search</i>	Perform prior to award <i>Procurements greater than \$25,000</i>	§3.b	
<i>Lobbying Certification</i>	Obtain prior to award <i>Procurements greater than \$100,000</i>	§3.d(1)	
<i>Standard Form LLL and Quarterly Updates (when required)</i>	Obtain prior to award <i>Procurements greater than \$100,000 where contractor engages in lobbying activities</i>	§3.d(1)	

CERTIFICATIONS AND OTHER REQUIREMENTS	COMMENTS	FTA C 4220.1F REFERENCES	"x" – Included "na" – Not Applicable
<i>Contract Administration System</i>	Verify prior to contract award	Ch. III, §3	
<i>Record of Procurement History</i>	Verify prior to payment The file contains a complete procurement history.	Ch. III, §3.d(1)	
<i>Protest Procedures</i>	Verify prior to solicitation	Ch. VII, §1	
<i>Selection Procedures</i>	Verify prior to solicitation The procurement contains a description of contractor selection method.	Ch. III, §3d(1)(c)	
<i>Independent Cost Estimate</i>	Verify prior to solicitation An independent cost estimate is in the procurement file.	Ch. VI, §6	
<i>Cost/Price Analysis</i>	Verify prior to award A cost or price analysis is in the procurement file.	Ch. VI, §6	
<i>Responsibility Determination</i>	Verify prior to award A contractor responsibility determination is in the procurement file.	Ch. VI, §8.b	
<i>Justification for Noncompetitive Awards</i>	Verify prior to award If applicable	Ch VI, §3.i(1)(b)	
<i>No excessive bonding requirements</i>	Verify prior to solicitation If applicable	Ch. VI, §2.h(1)(f)	
<i>No exclusionary specifications</i>	Verify prior to solicitation	Ch. VI, §2.a(4)	
<i>No geographic preferences</i>	Verify prior to solicitation Except for A&E services	Ch. VI, §2.a(4)(g)	

CERTIFICATIONS AND OTHER REQUIREMENTS	COMMENTS	FTA C 4220.1F REFERENCES	"x" – Included "na" – Not Applicable
<i>Evaluation of Options</i>	Verify prior to award If applicable	<i>Ch. VI, §7.b</i>	
<i>Exercise of Options</i>	Verify prior to award If applicable	<i>Ch. V, §7.a</i>	

Form B
Fair and Reasonable Purchase Form

City of Casper

Fair and Reasonable Price Determination Form

Required for Micro-purchases under \$3,000 using FTA Funds

Type of Purchase:	
Reason for Purchase:	
Date of Purchase:	
Total Cost:	

I hereby determine the price to be fair and reasonable based on at least one of the following:
(Check one or more):

- Found reasonable on recent purchase
- Obtained from current price list
- Obtained from current catalog
- Commercial market sales price from advertisements
- Similar in related industry
- Personal knowledge of item procured
- Regulated rate (utility)
- Other

Narrative:

Purchasing Agent

Date

Form C
Independent Cost Estimate (ICE)

City of Casper
Independent Cost Estimate Certification

Required for FTA-funded projects

Project Name	
Date:	
Transit Vendor:	
Requestor:	
Phone:	
Email:	
Estimator:	
Total estimate:	

New contract/Procurement	<input type="checkbox"/>
Expiring contract to be modified	<input type="checkbox"/>
Contract modification	<input type="checkbox"/>
FTA Funds used	<input type="checkbox"/>
WYDOT Funds used	<input type="checkbox"/>
Scope contains brand name or equal clause	<input type="checkbox"/>

Please substantiate the estimate by providing a complete estimate on the attached page.

Requestor: You are required to provide the MPO with a detailed scope of work and estimate for this project. The MPO cannot start the procurement process without the proposed scope and ICE. An *Estimate Form* is provided as an attachment to assist you in completing some of the required information.

Approval signatures: This document should be signed by the Estimator and a representative from the City's Transit Vendor. If the scope of work includes any required equipment or software needed to interface with the City's Information Technology Division, the IT Manager's acknowledgement is required.

_____	_____
Estimator	Date
_____	_____
City Transit Vendor Representative	Date
_____	_____
IT Manager (if necessary)	Date

The scope and ICE are complete and conforms with the City's Procurement, Financial, and Other Policies manual.

_____	_____
MPO Authorized Representative or City member of Procurement Review Team	Date



MPO ICE Form Rev.1-13-14



City of Casper
Independent Cost Estimate
Required for FTA-funded projects

Contract Type: _____ Date of Estimate: _____

<p style="text-align: center;"><i>Description of goods/services:</i></p>	
<p style="text-align: center;"><i>Method of obtaining the estimate:</i></p>	<p>Published price list or past pricing <input type="checkbox"/></p> <p style="text-align: center;"><i>Date for published price list:</i> _____</p> <p>Engineering or technical estimate <input type="checkbox"/></p> <p>Independent Third Party estimate <input type="checkbox"/></p> <p>Other (describe): _____</p>

Estimator narrative:



January 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM:  Dolene Martinez, Special Projects Analyst

SUBJECT: Wyoming State Forestry Riparian Restoration Grant 

Recommendation:

That Council, by resolution, accept a grant from Wyoming State Forestry Division, in the amount of \$20,000, to be used to fund riparian restoration at North Platte Park and immediate riparian areas.

Summary:

Wyoming State Forestry Division staff has asked the city of Casper to accept a riparian restoration grant for the Platte River Revival. The grant can be used to conduct Russian olive removal, native species planting, and/or education/interpretation of riparian forest issues along the North Platte River in North Platte Park and immediate riparian areas. North Platte Park was identified in the Platte River Environmental Restoration Master Plan as a priority Russian olive removal and riparian restoration area.

Since well over 100 Russian olives were removed in 2012 from the North Platte Park area as part of the Platte River Revival Volunteer Day, the area is ready for re-vegetation and riparian restoration. These grant funds will be used for this re-vegetation and riparian restoration effort. No cash match or in-kind match is required for this grant, and the work must be completed by November 30, 2014.

In June 2013, Council authorized staff to move forward to secure funding and implement the work identified in the Platte River Environmental Restoration Master Plan. The river restoration effort, which includes a volunteer day every September, is called the Platte River Revival.

A resolution has been prepared for Council's consideration.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A GRANT FROM WYOMING
STATE FORESTRY DIVISION

WHEREAS, the City of Casper has been approved for a grant from the Wyoming State Forestry Division, in the amount of Twenty Thousand Dollars (\$20,000); and,

WHEREAS, the City of Casper desires to accept the grant funds from Wyoming State Forestry Division; and,

WHEREAS, the City of Casper desires to accept these funds, to be used to fund riparian restoration at North Platte Park and immediate riparian areas as part of the Platte River Revival.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the grant from Wyoming State Forestry Division, in the amount of Twenty Thousand Dollars (\$20,000) is hereby accepted.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

January 21, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Doug Follick, Leisure Services Director 

SUBJECT: Hogadon Maintenance/Ski Patrol Building and Season Update 

Recommendation:

That Council, approve allocating the funding from One Cent #14 budgeted for the ski patrol building to a contract for professional design and cost estimate of the new maintenance/ski patrol building at the Hogadon ski area.

Summary:

In FY 2012 the Council approved funding from One Cent #14 for an expansion to the Hogadon ski patrol hut. In April of 2012 the ski patrol asked the Council to delay the expansion plans until a master plan for Hogadon could be completed. The Hogadon Master Plan was completed in July of 2013.

In the fall of 2013 the City Manager presented an implementation time-line for several capital projects that were detailed in the Hogadon Master Plan. The maintenance/ski patrol building was a capital project that is scheduled for construction during the summer of 2014.

On December 26, 2013 the Casper Mountain Ski Patrol (patrol) presented the City a request to redirect funding to begin professional design and cost estimate of the maintenance/ski patrol building at Hogadon (copy attached). The patrol's request suggests that to remain on the proposed construction schedule the selection of the design professional needs to move forward.

The Hogadon Master Plan details how the lodge, equipment rental shop, ski patrol hut, and maintenance facility were all pieced together when the two chair lifts were erected in 1978. As is stated in the Master Plan there have been some minor remodel projects to these structures over the last 20+ years, but all have essentially remained the same and have recently become outgrown by the occupants. Each of these buildings are in need of replacement, and the current maintenance building is located on the site that has been determined to be the prime location for the new lodge.

Once the new maintenance/ski patrol building has been completed and operational the old maintenance building can be raised to make room for the new lodge.

Hogadon Maintenance/Ski Patrol Memo
 January 21, 2014
 Page 2

Season Update

<u>Revenues:</u>	<u>1/21/14</u>	<u>1/21/13</u>	<u>1/21/12</u>	<u>1/21/11</u>
Ski School/Ski Rentals	\$2,882	\$1,449	\$355	\$0
Tickets & Other Fees	\$95,386	\$18,978	\$50,183	\$32,542
Season Passes	\$205,893	\$193,000	\$260,850	\$232,591
Other Income	\$1,120	\$874	\$2,571	\$3,102
Revenue before transfers	\$305,281	\$214,301	\$313,959	\$268,235
Transfers in	\$219,357	\$131,630	\$127,521	\$126,697
<u>Total Revenue</u>	<u>\$524,638</u>	<u>\$345,931</u>	<u>\$441,480</u>	<u>\$394,932</u>
Season Pass Sales	1,049	625	1,243	
Season Pass Scans	41,094	8,174	19,412	
CMR/CMSS Programs				
Buddy Werner (age 4-10)	115	62	68	
USSA Club Racing	28	27	30	
High School Racing	28	26	24	
CMSSS Lessons (12/14/13 to 1/20/14)				
LTS/LTR	212	401	387	328
Private	25	53	47	0
NCSD PE ski	165	479	299	224

Snow Making

The new HKD snow guns significantly outperform the old HKD guns in both operation time and snow quality. There were no break downs with the new guns and almost nightly breakdowns with the old refurbished guns. Even though we spent approximately \$20,000 refurbishing the 4 old guns (which equates to a 20% increase in efficiency) they still proved unreliable due to their age. We would have been better off purchasing the additional new gun, and operated with three.

Where the new technology really shines is in the quality of the snow produced. The new guns produce a dryer, smaller snow crystal which lends itself to higher volumes and greater quality. In visual side by side comparisons the dryer snow also tends to be ready for grooming days quicker. Dryer snow also equates to greater efficiency of water usage which at Hogadon is key to our operations. Saving days and more importantly snowmaking hours when we have the temperatures to make snow is where the new technology saves. Increasing the snow quality for our guests is an added bonus.



Casper Mountain Ski Patrol



Northern Division

Memorandum

To: The Honorable Kenyne Schlager, Mayor, City of Casper
Mr. John Patterson, Manager, City of Casper

From: Fred Crockett, Patrol Director, Casper Mountain Ski Patrol

cc: Leisure Services Director
Chairperson, Leisure Services Advisory Board

Date: December 26, 2013

Re: Redirecting funds to begin professional design and cost estimate of maintenance/ski patrol building at Hogadon Ski Area

At the April, 2012, Casper Mountain Ski Patrol meeting, patrol members voted unanimously to delay construction of a new patrol building pending completion of a Master Plan for Hogadon Ski Area. That plan was completed in the July 2013. The goal of the Casper Mountain Ski Patrol is to work with the City of Casper and other user groups in implementation of the Master Plan. Recently the Casper City Council accepted in principle that Master Plan, to be completed in three phases. Phase I is well underway.

To maintain the momentum and proposed schedule of Phase II of the plan, the Casper Mountain Ski Patrol Board of Directors on December 11, 2013 voted unanimously to propose that One Cent funds earmarked for construction of a new Ski Patrol facility (approximately \$164,000) be reallocated and used to begin location evaluation, professional design, and construction cost estimates for a new Ski Patrol/Maintenance facility as envisioned in Phase II of the Master Plan. The Board's key concerns include the final location of the facility to ensure the patrol can respond in a timely manner anywhere on the area.

We hope that early completion of the design will permit construction to be completed in time for the 2014 – 2015 ski season. The current ski patrol facility is inadequate, and needs to be replaced regardless of whether the Master plan moves forward. We would appreciate the opportunity to discuss this proposal at your convenience.

[signed]

Fred Crockett