

REGULAR COUNCIL MEETING  
Tuesday, February 16, 2016  
6:00 p.m.

COUNCIL POLICY  
PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. When Speaking to the City Council Please:
  - Clearly State Your Name and Address.
  - Keep Your Remarks Pertinent and Non-Repetitive.
  - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions will be Handled by the Appropriate Persons.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

(These Guidelines Are Also Posted at the Podium in the Council Chambers)

2015 CITY COUNCIL GOALS

**Downtown** - The City of Casper will foster growth and prosperity of the City's core through infrastructure development, creating public spaces and supportive facilities.

**Infrastructure** - The City of Casper will create the conditions for economic development by expanding and maintaining its physical assets and equipment, including streets, water lines, parking garages, fire stations, buildings and parks.

**Recreation** - The City of Casper will support, maintain and upgrade its current recreational facilities and programs and develop recreational opportunities that provide citizens and visitors with a variety of affordable activities for all ages that serve to enhance quality of life.

<b>Council Goals Scorecard</b> <i>Actions since 5/5/2015</i>
<b>17</b>
<b>94</b>
<b>46</b>

## AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE FEBRUARY 2, 2016 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON FEBRUARY 9, 2016
4. CONSIDERATION OF BILLS AND CLAIMS
5. ESTABLISH DATE OF PUBLIC HEARINGS

### A. Consent

1. Establish March 1, 2016, as the Public Hearing Date for Consideration of:
  - a. Fiscal Year 2016 **Budget Adjustments**.
  - b. Renewal of **Retail Liquor License No. 21, Modern Electric Co.**, Located at 246 West First Street.
  - c. Transfer of Ownership **Retail Liquor License No. 1** from **Tin Shack, LLC**, d.b.a. Poplar Wine and Spirits, Located at 1016 South Poplar, to **Moka Ranch, LLC**, d.b.a. **Poplar Wine and Spirits**, Located at 1016 South Poplar Ranch.
  - d. **Annexation, and Plat** a Portion of the SW1/4SW1/4, Section 3, T33N, R79W, 6<sup>th</sup> P.M., Natrona County Wyoming, to Create **La Hacienda Addition**, Located at 844 East 1<sup>st</sup> Street, and **Establish Zoning** as City Zoning Classification C-2 (General Business).
  - e. **Annexation and Plat** a Portion of the NE1/4NE1/4, Section 22, and all of the NW1/4NW1/4, Section 23, T33N, R79W, 6<sup>th</sup> P.M., Natrona County Wyoming, to Create **Heritage Hills Addition No. 5**, Generally Located at South Beverly and East 28<sup>th</sup> Streets, and **Rezoning** of Same From Natrona County Zoning Classifications UA (Urban Agriculture) and SR-1 (Suburban Residential) to City Zoning Classifications R-2 (One Unit Residential) and R-3 (One to Four Unit Residential).
  - f. **Vacation and Replat** Lots 10,11,12,14,15,16 a Portion of Hope Street Right of Way, and Tract A of Heritage Hills No. 3, to Create **Heritage Hills Addition No. 4**, Generally Located at South Beverly and East 26<sup>th</sup> Streets.
  - g. Sale of the 2006 Ford **Paratransit Bus** to the **Natrona County Sheriff's Office**.

5. ESTABLISH DATE OF PUBLIC HEARINGS (continued)

A. Consent

2. Establish April 19, 2016, as the Public Hearing Date for Consideration of:

- a. **Annexation Compliance** with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **La Hacienda Addition** Complies with W.S. 15-1-402.
  - 1. Resolution.
  - 2. Third reading Ordinance Approving Annexation, and Zoning of the La Hacienda Addition.

6. PUBLIC HEARING

A. Minute Action

- 1. **Annual Renewal** of all Currently Issued **Liquor Licenses**, Contingent Upon Compliance with all Other Applicable Codes, and with the Stipulations and Conditions Previously Placed on Retail Liquor License Nos. 6 and 21.

7. THIRD READING ORDINANCE

A. Consent

- 1. Vacation and Replat Lot 1, Hembree Addition, Creating **Hembree Addition No. 2**, and Rezoning Same, from AG (Urban Agriculture) to R-2 (One Unit Residential), Located at 2671 South Robertson Road.

8. RESOLUTIONS

A. Consent

- 1. Authorizing an Amendment to the **Employment Agreement** with **V.H. McDonald**, as the City Manager, for Forty (40) Hours of Administrative Leave Benefit Consistent with City of Casper Standard Employment Contracts.
- 2. Authorizing a Professional Services Contract for **Third Party Collection Agency Services** with **Collection Center, Inc. of Wyoming**.

2015 Goals		
Downtown	Infrastructure	Recreation

8. RESOLUTIONS (continued)

A. Consent

3. Authorizing a Contract with **Dell, Inc.**, for a Three Year **Microsoft Licensing Enterprise Agreement**, in the Amount of \$148,899.
4. Approval of a Resolution of Support for the **Economic Development Joint Powers Board Wyoming Business Council Community Enhancement Grant Application**, in the Amount of \$500,000.
5. Authorizing a Contract for Professional Services with **Recycled Materials, LLC**, for the **Demolition of Two (2) Buildings** located at 221 North Park, in an Amount not to Exceed \$19,975.
6. Authorizing Agreement with **Burbach Aquatics, Inc.**, in the Amount of \$77,100, for the **Washington Park Pool Improvements Project**.
7. Authorizing Amendment No. 2 to the Agreement with **Stantec Consulting Services, Inc.**, in the Amount of \$106,100, for the **North Platte River Restoration Project**.
8. Authorizing Agreement with **WWC Engineering, Inc.**, in the Amount of \$38,000, for Design and Construction Administration for the **Robertson Road Trail Continuation Project**.
9. Authorizing Amendment No. 2 to the Agreement with **Ohlson Lavoie Collaborative**, in the Amount of \$5,999, for the **Mike Sedar Pool Project**.
10. Authorizing Agreement with **Stevens Engineering, Inc.**, in the Amount of \$106,200, for Design and Construction Administration for the **Casper Ice Center Chiller System Replacement Project**.
11. Authorizing Agreement with **Caspar Building Systems, Inc.**, in the Amount of \$3,504,000, for Construction of **Fire Station No. 6**.
12. Authorizing License Agreement with the **Benevolent and Protective Order of Elks, Lodge 1353**, for Installation of a **Decorative Metal Bench** within East 7<sup>th</sup> Street Right-Of-Way.
13. Authorizing Amendment No. 1 to the Agreement with **Hein-Bond LLC**, in the Amount of \$230,350, for Design and Construction Administration Services for the Addition of a **Materials Recovery Facility to the Baler Building Renovation Project**.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
	X	X
	X	X
	X	X
	X	
	X	





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

12. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, March 1, 2016 – Council Chambers

6:00 p.m. Tuesday, March 15, 2016 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, February 23, 2016 – Council Meeting Room

4:30 p.m. Tuesday, March 8, 2016 – Council Meeting Room

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ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
February 2, 2016

Casper City Council met in regular session at 6:00 p.m., Tuesday, February 2, 2016. Present: Councilmen Cathey, Hopkins, Johnson, Miller, Pacheco, Powell, Schlager and Mayor Sandoval.

Mayor Sandoval led the audience in the Pledge of Allegiance.

Moved by Councilman Hopkins, seconded by Councilman Miller, to, by minute action, approve the minutes of the January 18, 2016, special Council meeting, as published in the Casper-Star Tribune on January 25, 2016. Motion passed.

Moved by Councilman Miller, seconded by Councilman Johnson, to, by minute action, approve the minutes of the January 19, 2016, regular Council meeting, as published in the Casper-Star Tribune on January 26, 2016. Motion passed.

Moved by Councilman Johnson, seconded by Councilman Pacheco, to, by minute action, approve payment of the February 2, 2016, bills and claims, as audited by City Manager McDonald. Motion passed.

Bills & Claims  
02/02/16

AakerSigns	Goods	\$4,088.05
AccentEnv	Goods	\$363.24
AceSandblasting	Services	\$577.50
Adecco	Services	\$2,230.87
AHauck	Refund	\$51.71
AHiatt	Reimb	\$380.70
AMBI	Services	\$1,189.91
AndrnHunt	Svc	\$158,151.19
ASintery	Refund	\$54.18
AtlanticElectric	Services	\$16,103.36
Balefill	Services	\$55,231.85
BankOfAmerica	Goods	\$236,402.97
Brenntag	Goods	\$3,933.45
CasperPubSafetyComm	Services	\$1,832.05
CBauer	Refund	\$54.18
CentralPaint&Body	Services	\$1,525.47
Centurylink	Services	\$13,700.35
CityofCasper	Services	\$13,010.41
CivilEngineeringProfessionals	Projects	\$43,994.85
CntrlWyRscMssn	Funds	\$40,385.00
CobanTech	Services	\$268.00
CommTech	Goods	\$7,135.00
CPolitte	Refund	\$38.88

CsprMuseumConsort	Funds	\$3,560.00
DBrown	Refund	\$57.63
DaveyCoach	Supplies	\$167,833.00
DBedford	Refund	\$29.14
Dell	Goods	\$676.70
DesertMtn	Goods	\$44,485.20
DGriswold	Reimb	\$981.69
DoubleDWelding	Services	\$1,945.00
DPCIndustries	Goods	\$5,554.31
E Becher	Reimb	\$217.00
EmergencyMedPhysicians	Services	\$162.00
EnvrnmntlSystRsrch	Training	\$53,500.00
ERock	Refund	\$14.29
FirstData	Services	\$15,072.92
FirstInterstateBank	Services	\$4,323.22
FoodSvcsOfAmerica	Goods	\$998.36
GemCityRoofing	Services	\$42,951.37
GolderAssociates	Services	\$78,409.82
GMoore	Refund	\$47.27
Greiner	Goods	\$49,827.00
GrizzlyExcavating	Projects	\$156,901.75
GSGArchitecture	Services	\$23,517.88
HaseldenWYConst	Services	\$230,894.31
HDoyle	Refund	\$221.65
HDR Engineering	Projects	\$496.38
HewlettPackard	Goods	\$6,417.32
HighPlainsConstruction	Goods	\$24,477.85
Homax	Goods	\$11,496.94
Installation&Svc	Projects	\$15,477.83
ITCElec	Services	\$1,500.56
JBalen	Refund	\$10.29
JBrust	Reimb	\$22.14
JKBrown	Services	\$855.70
JThompson	Reimb	\$792.00
KHowel	Reimb	\$75.00
LenhartMasonAssoc	Services	\$3,000.00
Manpower	Services	\$794.64
MLaufer	Refund	\$30.72
MMueller	Refund	\$27.93
Motorola	Goods	\$5,688.62
MunicipalCodeCorp	Goods	\$1,213.48
MVvoloMD	Services	\$400.00
NationalBenefitServices	Services	\$407.10
NatlLeagueCities	Dues	\$4,467.00
NC Clerk	Services	\$11,018.68
NCHallofJustice	Services	\$13,216.30

NCSheriffsOffice	Funding	\$7,500.00
NevesUniforms	Goods	\$1,338.40
OneCallofWy	Services	\$288.00
Paciolan	Services	\$14,251.00
Pepsi	Goods	\$1,190.55
PieceACake	Goods	\$75.00
PillarStructuralEng	Projects	\$10,327.50
PostalPros	Services	\$18,628.77
PvrtyRestncFoodPntry	Funding	\$15,413.59
RailroadManagement	Services	\$176.86
RChilson	Refund	\$14.47
ResourceStaff	Services	\$274.06
RockyMtnPower	Services	\$138,010.12
SBaxter	Reimb	\$175.00
SFerwerda	Refund	\$8.37
SJohnson	Refund	\$21.02
SKeenan	Refund	\$53.69
SkyAviation	Services	\$13,201.30
Smarsh	Services	\$2,138.00
SourceGas	Services	\$50,191.28
StantecConsultingSvcsInc	Projects	\$14,495.38
StarLineFeeds	Goods	\$46.90
SyscoFoodSvcs	Goods	\$1,827.52
TElhart	Reimb	\$129.98
TJWieger	Refund	\$47.76
TLadwig	Refund	\$26.99
UrgentCare	Services	\$900.00
VentureTech/ISC	Services	\$2,934.92
VentureTechnologies	Goods	\$1,315.60
VisionServicePlan	Services	\$1,425.96
Visits	Services	\$25.00
WasteWaterTreatment	Funding	\$600.00
WERCSCommunications	Services	\$1,527.50
WolfGangOfWY	Services	\$3,833.33
WorthingtonLenhart&Carpenter	Services	\$15,364.25
WyattElec	Services	\$579.69
WyBusinessCoalition	Services	\$5,060.00
WyNotaryDivision	Goods	\$30.00
WyPeaceOfficers	Services	\$220.00
WYTxpayersAssoc	Services	\$195.00
WyWaterDevCommission	Services	\$9,750.00
YouthCrisisCenter	Funding	\$5,017.44
ZLowndes	Reimb	\$174.23
ZSzekely	Services	\$319.00
Zunesis	Services	\$11,958.80
		\$1,935,853.39

Mayor Sandoval recognized members of Leadership Casper in the audience, and gave an overview of the program. Participants also introduced themselves.

Municipal Court Judge Keith Nachbar issued the oath of office to newly-appointed Councilman Wayne Heili.

Councilman Heili thanked Councilmembers for the opportunity to serve and introduced his wife and children as well as fellow Rotary members present. He also invited citizens to contact him regarding their concerns.

Roll was not called, but the Mayor acknowledged that Councilman Heili was now present for the remainder of the meeting.

Mayor Sandoval opened the public hearing for the consideration of the memorandum of understanding on growth boundaries with the Town of Bar Nunn.

City Attorney Luben entered two (2) exhibits: Correspondence from Liz Becher, to V.H. McDonald, dated January 13, 2016 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated January 27, 2016. City Manager McDonald provided a brief report.

There being no one to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 16-23  
A RESOLUTION APPROVING A MEMORANDUM OF  
UNDERSTANDING ON GROWTH BOUNDARIES BETWEEN  
THE CITY OF CASPER AND THE TOWN OF BAR NUNN.

Councilman Hopkins presented the foregoing resolution for adoption. Seconded by Councilman Powell. Motion passed.

Mayor Sandoval opened the public hearing for the consideration of the transfer of ownership and location of Retail Liquor License No. 21, from TIRT a Wyoming LLC, d.b.a. Sandbar Lounge, located at 100 North Ash Street to Modern Electric Co., located at 246 West First Street.

City Attorney Luben entered four (4) exhibits: Correspondence from Tracey L. Belser, to V.H. McDonald, dated February 2, 2016, an Affidavit of Publication, as published in the Casper-Star Tribune, dated February 2, 2016, an Affidavit of Website Publication, as published on the City of Casper Website, dated January 14, 2016, and the Liquor License application filed January 8, 2016. City Manager McDonald provided a brief report.

Speaking in support was Pat Sweeney, 951 N. Kimball; and Dennis Steensland, 533 S. Washington.

There being no others to speak for or against the issues involving Retail Liquor License No. 21, the public hearing was closed.

Moved by Councilman Cathey, seconded by Councilman Schlager, to, by minute action, authorize the transfer of ownership and location of Retail Liquor License No. 21. Motion passed.

The following ordinance was considered, on second reading, by consent agenda.

ORDINANCE NO. 1-16

AN ORDINANCE APPROVING A VACATION AND REPLAT CREATING THE HEMBREE ADDITION NO. 2; A SUBDIVISION AGREEMENT; AND ZONE CHANGE OF THE PROPOSED HEMBREE ADDITION NO. 2 SUBDIVISION IN THE CITY OF CASPER, WY.

Councilman Hopkins presented the foregoing one (1) ordinance for adoption, on second reading, by consent agenda. Seconded by Councilman Powell. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 16-24

A RESOLUTION RELEASING DEMOLITION LIEN.

RESOLUTION NO. 16-25

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE 2016 MISCELLANEOUS WATERLINE REPLACEMENTS PROJECT NO. 15-61.

RESOLUTION NO. 16-26

A RESOLUTION AUTHORIZING CHANGE ORDER NO.1 WITH GRIZZLY EXCAVATION AND CONSTRUCTION, LLC. FOR A PRICE INCREASE AND TIME EXTENSION FOR THE CASPER FAMILY YMCA SITE IMPROVEMENTS.

RESOLUTION NO. 16-27

A RESOLUTION AUTHORIZING A FINAL ACCEPTANCE CERTIFICATE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE FORT CASPAR PATHWAY PROJECT.

RESOLUTION NO. 16-28

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD FOR A LOAN THROUGH THE STATE REVOLVING FUND FOR A LOAN FOR THE WASTEWATER TREATMENT PLANT EMERGENCY GENERATOR PROJECT.

RESOLUTION NO. 16-29

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH SOLID WASTE PROFESSIONALS OF WYOMING, LLC., (SWPW) FOR CONSTRUCTION OVERSIGHT AND PROJECT ADMINISTRATION, FOR CONSTRUCTION OF ADDITIONAL LINED LANDFILL CELLS 3 AND 4 AT THE CASPER REGIONAL LANDFILL.

RESOLUTION NO. 16-30

A RESOLUTION DECLARING SEVEN CODE 3 LIGHT BARS AS SURPLUS PROPERTY, AND AUTHORIZING DISPOSAL OF SAME.

Councilman Pacheco presented the foregoing seven (7) resolutions for adoption. Seconded by Councilman Johnson. Motion passed.

Moved by Councilman Heili, seconded by Councilman Johnson, to, by consent minute action, authorize the reappointment of Lisa Graham to the Civil Service Commission for an additional term; appoint Bryce Row, Scott Sissman, and Reed Merchat, to a three year term on the Amoco Reuse Agreement Joint Powers Board, expiring December 31, 2018; and appointing Amanda Sewell to a three year term on the Hall of Justice/Detention Facility Joint Powers Board, expiring December 31, 2018. Motion passed.

Individuals addressing the Council were: Pat Sweeney, 951 N. Kimball, regarding funding for dead tree removal and the growth of Casper; Jeremy Brown, 2711 Zion, regarding police body cameras; Dennis Steensland, 533 S. Washington, regarding the removal of dead trees; and Davey Reed, regarding the use of dead trees as biofuel.

Mayor Sandoval noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, February 9, 2016, in the Council’s meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, February 16, 2016, in the Council Chambers.

Moved by Councilman Johnson, seconded by Councilman Miller, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 7:20 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

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

16-01-672 POSTAGE	\$52.95	
	<b>\$52.95</b>	Subtotal for Dept. Casper Events Center
16-01-670 POSTAGE	\$12.42	
	<b>\$12.42</b>	Subtotal for Dept. City Manager
16-01-671 POSTAGE	\$33.98	
	<b>\$33.98</b>	Subtotal for Dept. Engineering
16-01-673 POSTAGE	\$1,258.37	
	<b>\$1,258.37</b>	Subtotal for Dept. Finance
16-01-675 POSTAGE	\$47.95	
	<b>\$47.95</b>	Subtotal for Dept. Fire
16-01-684 POSTAGE	\$14.86	
	<b>\$14.86</b>	Subtotal for Dept. Human Resources
16-01-677 POSTAGE	\$5.34	
	<b>\$5.34</b>	Subtotal for Dept. Ice Arena
16-01-680 POSTAGE	\$0.58	
	<b>\$0.58</b>	Subtotal for Dept. Information Services
16-01-188 POSTAGE	\$12.86	
	<b>\$12.86</b>	Subtotal for Dept. Metro Animal
16-01-690 POSTAGE	\$8.18	
	<b>\$8.18</b>	Subtotal for Dept. Property & Liability Insurance
15-12-517 POSTAGE	\$67.51	
16-01-688 POSTAGE	\$20.71	
	<b>\$88.22</b>	Subtotal for Dept. Recreation
16-01-669 POSTAGE	\$3.48	
	<b>\$3.48</b>	Subtotal for Dept. Refuse Collection
16-01-190 POSTAGE	\$0.58	
	<b>\$0.58</b>	Subtotal for Dept. Water
	<b>\$1,539.77</b>	Subtotal for Vendor

## AAA LANDSCAPING

9818 PROPERTY CLEANUP	\$70.19	
	<b>\$70.19</b>	Subtotal for Dept. Code Enforcement
	<b>\$70.19</b>	Subtotal for Vendor

## AHRNDT, ZACHARY

0025883468 DEPOSIT/CREDIT REFUND	\$16.58	
	<b>\$16.58</b>	Subtotal for Dept. Water
	<b>\$16.58</b>	Subtotal for Vendor

## ALBERTA GIRALDO

RIN0026174 COURT INTERPRETER	\$40.00	
	<b>\$40.00</b>	Subtotal for Dept. Municipal Court
	<b>\$40.00</b>	Subtotal for Vendor

## AMERI-TECH EQUIPMENT CO.

15306 TARPS	\$955.71	
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# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## AMERI-TECH EQUIPMENT CO.

**\$955.71** Subtotal for Dept. Refuse Collection  
**\$955.71** Subtotal for Vendor

## ANTHONY STEDILIE

0179 CLOTHING REIMBURSEMENT

\$263.74  
**\$263.74** Subtotal for Dept. Police  
**\$263.74** Subtotal for Vendor

## ATLANTIC ELECTRIC, INC.

6239 HVAC IMPROVEMENTS

\$2,835.00  
**\$2,835.00** Subtotal for Dept. Balefill

6228 PARKING LOT LIGHTING REPAIR

\$596.58  
**\$596.58** Subtotal for Dept. Metro Animal  
**\$3,431.58** Subtotal for Vendor

## AYRES ASSOCIATES

161857 BROWNFIELD GRANT APP

\$10,000.00  
**\$10,000.00** Subtotal for Dept. Planning  
**\$10,000.00** Subtotal for Vendor

## BURNS & MCDONNELL ENGINEERING CO., INC.

78385-16 CENTRIFUGE INSTALLATION

\$11,006.78

78807-17 PLANT UPGRADES

\$3,719.50  
**\$14,726.28** Subtotal for Dept. Waste Water  
**\$14,726.28** Subtotal for Vendor

## CASELLE, INC.

70390 MAINTENANCE SUPPORT FEB 2016

\$75.00  
**\$75.00** Subtotal for Dept. Finance  
**\$75.00** Subtotal for Vendor

## CASPAR BUILDING SYSTEMS, INC.

D-08-1.20.16 METAL DOOR INSTALLATION

\$3,560.00  
**\$3,560.00** Subtotal for Dept. Balefill

RIN0026327 FY12 HOGADON MAINT AND SKI PAT

\$8,784.00  
**\$8,784.00** Subtotal for Dept. Hogadon  
**\$12,344.00** Subtotal for Vendor

## CASPER AREA TRANSPORTATION COALITION

2015-1204 DECEMBER 15 CATC EXPENSES

\$32,966.00

2015-1203 DECEMBER 15 BUS EXPENSES

\$58,993.00

2015-1202 DECEMBER 15 CATC EXPENSES

\$37,416.00

2015-1201 DECEMBER 15 BUS EXPENSES

\$57,582.00

**\$186,957.00** Subtotal for Dept. C.A.T.C.

RIN0026332 CATC SUBSIDIZED TRIP TICKETS

\$3,090.00

RIN0026333 CATC SUBSIDIZED TRIP TOKENS

\$9,275.00

**\$12,365.00** Subtotal for Dept. CDBG

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## CASPER AREA TRANSPORTATION COALITION

**\$199,322.00** Subtotal for Vendor

## CASPER DOWNTOWN DEVELOPMENT AUTHORITY

RIN0026298 2ND INSTALLMENT

\$100,000.00

**\$100,000.00** Subtotal for Dept. Special Reserves

RIN0026346A DA DRAW FOR PLAZA PROJECT

\$772,105.00

**\$772,105.00** Subtotal for Dept. City Manager

**\$872,105.00** Subtotal for Vendor

## CASPER HOUSING AUTHORITY

84 ADMIN FEES/EXPENSES 01/16

\$18,161.37

**\$18,161.37** Subtotal for Dept. One Cent #15

**\$18,161.37** Subtotal for Vendor

## CASPER MTN. FIRE DISTRICT

RIN0026295 FIRE RELATED EXPENSES

\$6,980.75

**\$6,980.75** Subtotal for Dept. Property & Liability Insurance

**\$6,980.75** Subtotal for Vendor

## CASPER PUBLIC UTILITIES

RIN0026283 SEWER

\$18.69

RIN0026283 SANITATION

\$103.50

**\$122.19** Subtotal for Dept. Water Treatment Plant

**\$122.19** Subtotal for Vendor

## CENTRAL PAINT & BODY

31260 BODY REPAIRS

\$902.00

**\$902.00** Subtotal for Dept. Fleet Maintenance

**\$902.00** Subtotal for Vendor

## CENTRAL WY. REGIONAL WATER

136853 JAN16 WHOLESALE WATER

\$236,273.13

136822 JAN16 SYSTEM INVESTMENT FEES

\$2,802.00

**\$239,075.13** Subtotal for Dept. Water

**\$239,075.13** Subtotal for Vendor

## CENTURYLINK

RIN0026309 PHONE USE

\$37.78

RIN0026312 PHONE USE

\$126.74

RIN0026309 PHONE USE

\$340.02

**\$504.54** Subtotal for Dept. Casper Events Center

RIN0026312 PHONE USE

\$33.82

**\$33.82** Subtotal for Dept. City Hall

RIN0026312 PHONE USE

\$65.42

**\$65.42** Subtotal for Dept. Code Enforcement

RIN0026312 PHONE USE

\$68.32

RIN0026325 PHONE USE

\$20,912.79

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## CENTURYLINK

RIN0026309	PHONE USE	\$172.15		
RIN0026309	PHONE USE	\$207.01		
RIN0026312	PHONE USE	\$65.10		
RIN0026312	PHONE USE	\$65.42		
RIN0026312	PHONE USE	\$23.35		
RIN0026312	PHONE USE	\$83.82		
RIN0026312	PHONE USE	\$37.78		
RIN0026312	PHONE USE	\$61.32		
RIN0026312	PHONE USE	\$61.32		
RIN0026312	PHONE USE	\$326.77		
RIN0026312	PHONE USE	\$83.82		
RIN0026312	PHONE USE	\$61.32		
RIN0026312	PHONE USE	\$314.49		
		<b>\$22,544.78</b>	<b>Subtotal for Dept.</b>	<b>Communications Center</b>
AP00013202051614	PHONE USE	\$1,568.75		
AP00014302051614	PHONE USE	\$737.40		
		<b>\$2,306.15</b>	<b>Subtotal for Dept.</b>	<b>Finance</b>
RIN0026309	PHONE USE	\$37.78		
RIN0026312	PHONE USE	\$74.62		
RIN0026312	PHONE USE	\$65.42		
RIN0026326	PHONE USE	\$2,837.31		
RIN0026312	PHONE USE	\$65.42		
RIN0026312	PHONE USE	\$65.42		
RIN0026309	PHONE USE	\$37.78		
RIN0026309	PHONE USE	\$75.56		
RIN0026309	PHONE USE	\$37.78		
RIN0026309	PHONE USE	\$37.78		
RIN0026309	PHONE USE	\$65.42		
		<b>\$3,400.29</b>	<b>Subtotal for Dept.</b>	<b>Fire</b>
RIN0026312	PHONE USE	\$63.38		
RIN0026309	PHONE USE	\$37.78		
		<b>\$101.16</b>	<b>Subtotal for Dept.</b>	<b>Fleet Maintenance</b>
RIN0026309	PHONE USE	\$43.61		
		<b>\$43.61</b>	<b>Subtotal for Dept.</b>	<b>Golf Course</b>
RIN0026309	PHONE USE	\$81.69		
RIN0026312	PHONE USE	\$65.42		
		<b>\$147.11</b>	<b>Subtotal for Dept.</b>	<b>Parking</b>
RIN0026309	PHONE USE	\$43.61		
RIN0026312	PHONE USE	\$122.66		
		<b>\$166.27</b>	<b>Subtotal for Dept.</b>	<b>Parks</b>
RIN0026312	PHONE USE	\$23.06		
RIN0026312	PHONE USE	\$63.38		
RIN0026312	PHONE USE	\$65.42		
RIN0026312	PHONE USE	\$38.53		
RIN0026309	PHONE USE	\$37.78		
		<b>\$228.17</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
RIN0026309	PHONE USE	\$37.78		

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## CENTURYLINK

	<b>\$37.78</b>	<b>Subtotal for Dept.</b>	Recreation
RIN0026312 PHONE USE	\$44.66		
RIN0026312 PHONE USE	\$44.66		
RIN0026312 PHONE USE	\$65.42		
	<b>\$154.74</b>	<b>Subtotal for Dept.</b>	Streets
RIN0026309 PHONE USE	\$37.54		
RIN0026312 PHONE USE	\$1,644.96		
	<b>\$1,682.50</b>	<b>Subtotal for Dept.</b>	Waste Water
RIN0026309 PHONE USE	\$91.53		
RIN0026309 PHONE USE	\$37.78		
RIN0026312 PHONE USE	\$195.94		
	<b>\$325.25</b>	<b>Subtotal for Dept.</b>	Water
RIN0026286 PHONE USE	\$42.60		
	<b>\$42.60</b>	<b>Subtotal for Dept.</b>	Water Treatment Plant
	<b>\$31,784.19</b>	<b>Subtotal for Vendor</b>	

## CH DIAGNOSTIC & CONSULTING SVC., INC.

20160021 LAB TEST	\$430.00		
	<b>\$430.00</b>	<b>Subtotal for Dept.</b>	Water Treatment Plant
	<b>\$430.00</b>	<b>Subtotal for Vendor</b>	

## CITY OF CASPER

5128/136834 QRTL GIS BILING	\$450.73		
5128/136834 QRTL GIS BILLING	\$4,288.80		
	<b>\$4,739.53</b>	<b>Subtotal for Dept.</b>	Metropolitan Planning
136886 O.T. TRUCK DAY GRANT 421	\$227.05		
	<b>\$227.05</b>	<b>Subtotal for Dept.</b>	Special Assistance
	<b>\$4,966.58</b>	<b>Subtotal for Vendor</b>	

## CITY OF CASPER - BALEFILL

247/136663 SANITATION	\$53.11		
247/136869 SANITATION	\$15.00		
247/136725 SANITATION	\$41.83		
247/136898 SANITATION	\$15.00		
247/136706 SANITATION	\$79.90		
247/136820 SANITATION	\$223.54		
	<b>\$428.38</b>	<b>Subtotal for Dept.</b>	Parks
2772/136792 SANITATION	\$9,424.75		
2772/136589 SANITATION	\$5,612.23		
2772/136863 SANITATION	\$5,496.65		
2772/136748 SANITATION	\$4,895.95		
2772/136881 SANITATION	\$4,855.06		
2772/136895 SANITATION	\$4,199.45		
2772/136818 SANITATION	\$5,345.27		
2772/136840 SANITATION	\$30,585.00		
2772/136700 SANITATION	\$4,745.08		
2772/136655 SANITATION	\$5,166.24		

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## CITY OF CASPER - BALEFILL

1276/136862 SANITATION	\$146.17	
1276/136747 SANITATION	\$89.77	
1276/136654 SANITATION	\$313.31	
	<b>\$549.25</b>	<b>Subtotal for Dept. Waste Water</b>
	<b>\$81,303.31</b>	<b>Subtotal for Vendor</b>

## CIVIL ENGINEERING PROFESSIONALS, INC.

15-035-02 METRO LANDSCAPING 15-45	\$3,290.00	
15-035-02 METRO LANDSCAPING 15-45	\$940.00	
	<b>\$4,230.00</b>	<b>Subtotal for Dept. Metro Animal</b>
15-046-02 E 21ST STREET IMPROV	\$22,249.96	
	<b>\$22,249.96</b>	<b>Subtotal for Dept. Streets</b>
14-066-11 EAST CASPER ZONE III PROJECT	\$7,121.57	
15-046-02 E 21ST ST IMPROVEMENTS	\$17,175.35	
14-066-11 EAST CASPER ZONE III PROJECT	\$14,458.95	
	<b>\$38,755.87</b>	<b>Subtotal for Dept. Water</b>
	<b>\$65,235.83</b>	<b>Subtotal for Vendor</b>

## COMMUNICATION TECHNOLOGIES, INC.

77148 ZPX CONSOLETTA REPLACEMENT	\$417.47	
	<b>\$417.47</b>	<b>Subtotal for Dept. Fire</b>
71676 REPLACE LED PANEL	\$96.49	
71673 REPLACE LED PANEL	\$81.00	
71636 REPLACE LED PANEL	\$93.99	
77041 SWAP OUT CPU UNITS	\$51.50	
	<b>\$322.98</b>	<b>Subtotal for Dept. Police</b>
77090 STRIP UNIT FOR TRADE IN	\$927.00	
77039 STRIP UNIT FOR TRADE IN	\$1,236.00	
77036 NEW UNIT INSTALLS	\$4,000.00	
77040 NEW UNIT INSTALLS	\$4,000.00	
	<b>\$10,163.00</b>	<b>Subtotal for Dept. Police Dept</b>
	<b>\$10,903.45</b>	<b>Subtotal for Vendor</b>

## CONTINUOUS ALCOLOL MONITORING OF WY LLC

2015-246 REMOTE BREATH TESTING UNITS	\$361.08	
2015-214 REMOTE BREATH TESTING UNITS	\$399.02	
2015-188 REMOTE BREATH TESTING UNITS	\$361.08	
2015-179 REMOTE BREATH TESTING UNITS	\$50.72	
2015-156 REMOTE BREATH TESTING UNITS	\$187.03	
	<b>\$1,358.93</b>	<b>Subtotal for Dept. Muni Court</b>
	<b>\$1,358.93</b>	<b>Subtotal for Vendor</b>

## CRIME SCENE INFORMATION

157-12-047 CRIME STOPPERS LINE	\$86.25	
	<b>\$86.25</b>	<b>Subtotal for Dept. Police</b>
	<b>\$86.25</b>	<b>Subtotal for Vendor</b>

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## DAVIDSON FIXED INCOME MGMT.

CM5925	OCT 2015 MANAGEMENT FEES	\$6,587.40	
CM5926	NOV 2015 MANAGEMENT FEES	\$6,642.97	
CM5927	DEC 2015 MANAGEMENT FEES	\$6,544.52	
		<b>\$19,774.89</b>	Subtotal for Dept. Finance
		<b>\$19,774.89</b>	Subtotal for Vendor

## DESERT MTN. CORP.

15-41370	ICE SLICER	\$3,225.74	
15-41374	ICE SLICER	\$3,659.90	
15-41369	ICE SLICER	\$3,287.95	
15-41371	ICE SLICER	\$4,073.33	
15-41372	ICE SLICER	\$3,945.02	
15-41373	ICE SLICER	\$4,026.67	
		<b>\$22,218.61</b>	Subtotal for Dept. Streets
		<b>\$22,218.61</b>	Subtotal for Vendor

## DOUGLAS FIRE DEPARTMENT

RIN0026292	FIRE RELATED EXPENSES	\$5,457.00	
		<b>\$5,457.00</b>	Subtotal for Dept. Property & Liability Insurance
		<b>\$5,457.00</b>	Subtotal for Vendor

## ENGINEERING DESIGN ASSOCIATES

09235	EMERGENCY GENERATOR PROJECT	\$715.00	
09234	EXTERIOR LIGHTING REPLACEMENT	\$1,188.00	
09234	EXTERIOR LIGHTING REPLACEMENT	\$297.00	
		<b>\$2,200.00</b>	Subtotal for Dept. Casper Events Center
09233	LIFESTEPS HEATING REPLACEMENT	\$8,902.50	
		<b>\$8,902.50</b>	Subtotal for Dept. CDBG
		<b>\$11,102.50</b>	Subtotal for Vendor

## FIRST DATA MERCHANT SVCS CORP.

REMI1117236	MERCHANT FEES	\$7,376.77	
REMI1117229	MERCHANT FEES	\$2,043.26	
		<b>\$9,420.03</b>	Subtotal for Dept. Casper Events Center
REML1123077	MERCHANT FEES	\$27.48	
		<b>\$27.48</b>	Subtotal for Dept. Metro Animal
		<b>\$9,447.51</b>	Subtotal for Vendor

## FIRST INTERSTATE BANK

RIN0026318	LOAN SVC FEE	\$10.00	
		<b>\$10.00</b>	Subtotal for Dept. CDBG
RIN#0026315	GIFT CARDS	\$221.00	
		<b>\$221.00</b>	Subtotal for Dept. Human Resources
		<b>\$231.00</b>	Subtotal for Vendor

## FIRST INTERSTATE BANK - PETTY CASH

RIN0026319	PETTY CASH - METRO	\$69.61	
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# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## FIRST INTERSTATE BANK - PETTY CASH

RIN0026319 PETTY CASH - METRO

\$144.35  
**\$213.96** Subtotal for Dept. Metro Animal  
**\$213.96** Subtotal for Vendor

## FOOD SVCS OF AMERICA

5036748 PRODUCT

\$3,997.66  
**\$3,997.66** Subtotal for Dept. Casper Events Center  
**\$3,997.66** Subtotal for Vendor

## FRONTLINE FIRE PROTECTION

1048 SPRINKLER INSPECTION  
1019 SPRINKLER INSPECTION

\$275.00  
\$200.00  
**\$475.00** Subtotal for Dept. Fire  
**\$475.00** Subtotal for Vendor

## GARY MAYHUE

0023287 COTHING REIMBURSEMENT

\$75.00  
**\$75.00** Subtotal for Dept. Buildings And Grounds  
**\$75.00** Subtotal for Vendor

## GEM CITY ROOFING INC.

5828 LIFESTEPS ROOF REPAIR

\$835.00  
**\$835.00** Subtotal for Dept. CDBG  
**\$835.00** Subtotal for Vendor

## GRANICUS, INC.

73120 ENCODING HARDWARE  
73121 MONTHLY MANAGED SERVICES  
  
73121 MONTHLY MANAGED SERVICES

\$4,500.00  
\$6,704.48  
**\$11,204.48** Subtotal for Dept. City Manager  
  
\$3,625.00  
**\$3,625.00** Subtotal for Dept. Information Services  
**\$14,829.48** Subtotal for Vendor

## GREEN'S SEWER & DRAIN SVC.

18834 PLUMBING SERVICES

\$128.00  
**\$128.00** Subtotal for Dept. Buildings And Grounds  
**\$128.00** Subtotal for Vendor

## GUDAHL WILLIAMS INVESTIGATIVE SECURITY INC.

31 POLYGRAPHS

\$150.00  
**\$150.00** Subtotal for Dept. Police  
**\$150.00** Subtotal for Vendor

## HARRIS COMPUTER SYSTEMS INC.

CT027081 UPGRADING & REPLACING GEMS SER  
CT026097 UPGRADING & REPLACING GEMS SER

\$1,650.00  
\$1,155.00  
**\$2,805.00** Subtotal for Dept. City Manager

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## HARRIS COMPUTER SYSTEMS INC.

CT025975A SERVER MIGRATION PROJECT

\$700.00  
**\$700.00** Subtotal for Dept. Finance  
**\$3,505.00** Subtotal for Vendor

## HEWLETT PACKARD

56320402 MONITOR

\$57.42  
**\$57.42** Subtotal for Dept. Finance

56731857 LASER JET PRINTER

\$622.00  
**\$622.00** Subtotal for Dept. Metro Animal

56416668 DOCKING STATION

\$147.51  
**\$147.51** Subtotal for Dept. Planning  
**\$826.93** Subtotal for Vendor

## HEWLETT PACKARD

56471922 COMPUTER

\$817.52  
**\$817.52** Subtotal for Dept. Balefill  
**\$817.52** Subtotal for Vendor

## HOMAX OIL SALES, INC.

0304543-IN EQUIPMENT MAINTENANCE SUPPLIES

\$467.15

0318307-IN FUEL

\$15,737.98

0319302-IN FUEL

\$11,046.55

0312464-IN FUEL

\$12,821.73

**\$40,073.41** Subtotal for Dept. Balefill

0313902-IN FUEL

\$339.58

0318307-IN-A FUEL

\$518.70

0318307-IN-A FUEL

\$14,699.93

0318307-IN-A FUEL

\$519.35

0313902-IN FUEL

\$339.15

0313902-IN FUEL

\$10,367.82

0318302-IN-A FUEL

\$13,733.22

**\$40,517.75** Subtotal for Dept. Garage

CL69888 FUEL

\$3,636.96

**\$3,636.96** Subtotal for Dept. Water

**\$84,228.12** Subtotal for Vendor

## IMAGING SOLUTIONS AND SERVICES, INC

M16-1022 CANON COLOR SCANNER

\$881.52  
**\$881.52** Subtotal for Dept. Finance  
**\$881.52** Subtotal for Vendor

## INBERG-MILLER ENGINEERS

17466CM02.13 MATERIALS TESTING-ST. MARY'S

\$460.50  
**\$460.50** Subtotal for Dept. Streets  
**\$460.50** Subtotal for Vendor

## INDUSTRIAL CONTAINER SERVICES - CO, LLC.

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## INDUSTRIAL CONTAINER SERVICES - CO, LLC.

55762399 BLUE STEEL DRUMS

\$2,824.04  
**\$2,824.04** Subtotal for Dept. Balefill  
**\$2,824.04** Subtotal for Vendor

## ITC ELECTRICAL TECHNOLOGIES

RIN0026304 RETAINAGE  
RIN0026304 FACILITY PLCS  
RIN0026305 RETAINAGE

(\$4,256.52)  
\$42,565.20  
\$4,256.52  
**\$42,565.20** Subtotal for Dept. Waste Water  
**\$42,565.20** Subtotal for Vendor

## JAYME MCGOONAN

RIN0026289 TRAVEL REIMBURSEMENT

\$97.98  
**\$97.98** Subtotal for Dept. Fort Caspar  
**\$97.98** Subtotal for Vendor

## JEREMY TREMEL

RIN0026317 TRAVEL REIMBURSEMENT

\$18.47  
**\$18.47** Subtotal for Dept. Police  
**\$18.47** Subtotal for Vendor

## JEROD LEVIN

RIN0026235 TUITION REIMBURSEMENT

\$458.19  
**\$458.19** Subtotal for Dept. Fire  
**\$458.19** Subtotal for Vendor

## KNIFE RIVER/JTL

RIN0026282 RETAINAGE  
RIN0026282 COMPOST YARD ADDITION

14-18-2 RETAINAGE

128366 ROCK

14-18-2 W YELLOWSTONE HWY & WALNUT ST

(\$2,563.56)  
\$25,635.60  
**\$23,072.04** Subtotal for Dept. Balefill  
(\$7,951.07)  
**(\$7,951.07)** Subtotal for Dept. Capital Projects  
\$50.00  
\$79,510.74  
**\$79,560.74** Subtotal for Dept. Streets  
**\$94,681.71** Subtotal for Vendor

## KONE, INC.

1157064620 ELEVATOR REPAIRS

1157064620 ELEVATOR REPAIRS

\$355.65  
**\$355.65** Subtotal for Dept. Capital Projects  
\$233.37  
**\$233.37** Subtotal for Dept. One Cent #15  
**\$589.02** Subtotal for Vendor

## KRISTINE SUBA

RIN0026279 CLOTHING REIMBURSEMENT

\$92.61  
**\$92.61** Subtotal for Dept. Refuse Collection

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## KRISTINE SUBA

**\$92.61** Subtotal for Vendor

## LAMAR OUTDOOR ADVERTISING

106717430 POSTER

\$1,400.00

**\$1,400.00** Subtotal for Dept. Ice Arena

**\$1,400.00** Subtotal for Vendor

## LEWALLEN, NICK

0025883470 DEPOSIT/UTILITY REFUND

\$11.96

**\$11.96** Subtotal for Dept. Water

**\$11.96** Subtotal for Vendor

## LYLES, DENNY

0025883471 DEPOSIT/UTILITY REFUND

\$49.80

**\$49.80** Subtotal for Dept. Water

**\$49.80** Subtotal for Vendor

## M.G. OIL COMPANY

IN-269865 OIL

\$251.40

**\$251.40** Subtotal for Dept. Garage

IN-259065 OIL

\$344.36

**\$344.36** Subtotal for Dept. Refuse Collection

**\$595.76** Subtotal for Vendor

## MICROSOFT CORPORATION

AP00017602051614 ONLINE SERVICES

\$3,498.00

**\$3,498.00** Subtotal for Dept. Finance

**\$3,498.00** Subtotal for Vendor

## MIKE LEYBA

RIN0026310 CLOTHING REIMBURSEMENT

\$84.98

**\$84.98** Subtotal for Dept. Cemetery

**\$84.98** Subtotal for Vendor

## MILLS VOLUNTEER FIRE DEPT

RIN0026311 FIRE RELATED EXPENSES

\$21,314.77

**\$21,314.77** Subtotal for Dept. Property & Liability Insurance

**\$21,314.77** Subtotal for Vendor

## NATL. DEVELOPMENT COUNCIL

6050 TECHNICAL ASSISTANCE

\$833.33

**\$833.33** Subtotal for Dept. Council

**\$833.33** Subtotal for Vendor

## NATRONA COUNTY COMMISSIONERS

RIN0026314 HALL OF JUSTICE FIRE ALARM

\$5,400.00

**\$5,400.00** Subtotal for Dept. City Manager

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## NATRONA COUNTY COMMISSIONERS

**\$5,400.00** Subtotal for Vendor

## NATRONA COUNTY FIRE PROTECTION DISTRICT

RIN0026166 FIRE RELATED EXPENSES

\$4,767.50

RIN0026167 FIRE RELATED EXPENSES

\$62,223.95

**\$66,991.45** Subtotal for Dept. Property & Liability Insurance

**\$66,991.45** Subtotal for Vendor

## NEVE'S UNIFORMS, INC.

NE42802 UNIFORMS

\$61.95

NE42797 UNIFORMS

\$64.95

LN-328018 UNIFORMS

\$749.00

NE42718 UNIFORMS

\$164.85

**\$1,040.75** Subtotal for Dept. Police

**\$1,040.75** Subtotal for Vendor

## NORTH PARK TRANSPORATION

08749983 FREIGHT

\$167.39

08748833 FREIGHT

\$210.71

**\$378.10** Subtotal for Dept. Fleet Maintenance

**\$378.10** Subtotal for Vendor

## OIL CITY PRINTERS

RIN0026306 FAÇADE GRANT REIMBURSEMENT

\$10,000.00

16-01-325 ENVELOPES

\$164.85

**\$10,000.00** Subtotal for Dept. CDBG

**\$164.85** Subtotal for Dept. Fire

**\$10,164.85** Subtotal for Vendor

## OLSON AUTOBODY & COLLISION CENTER

5432 BODY REPAIRS

\$6,034.48

**\$6,034.48** Subtotal for Dept. Fleet Maintenance

**\$6,034.48** Subtotal for Vendor

## PARKINSON CONCRETE

RIN0026316 LIGHTPOLE FOUNDATIONS

\$3,200.00

**\$3,200.00** Subtotal for Dept. Balefill

**\$3,200.00** Subtotal for Vendor

## P-CARD VENDORS

00039952 SAM'S CLUB

\$13.99

00040180 HENSLEY BATTERY&ELECTR

\$397.08

00039698 LINCOLN AQUATICS

\$259.36

00040199 AQUATICTECHPOOLWEB

\$163.78

00040199 AQUATICTECHPOOLWEB

\$149.70

00039697 VZWRLSS IVR VB

\$126.75

00039929 FACEBOOK

\$254.86

00039940 AMAZON.COM

\$38.37

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## P-CARD VENDORS

00039773	ATLAS OFFICE PRODUCTS	\$8.60	
00039819	ATLAS OFFICE PRODUCTS	\$29.93	
00039757	AMAZON PRIME - CREDIT	(\$99.09)	
00039552	AMAZON PRIME MEMBERSHIP	\$99.00	
00039934	AMAZON	\$36.84	
		<b>\$1,479.17</b>	<b>Subtotal for Dept. Aquatics</b>
00040102	QUALITY OFFICE Solutio	\$20.99	
00039760	COCA COLA BOTTLING CO	\$77.05	
00040117	QUALITY OFFICE Solutio	\$15.78	
00040093	QUALITY OFFICE Solutio	\$6.89	
00040219	AMERICAN EAGLE CLEANIN	\$2,150.00	
00040119	ALSCO SLCAS	\$291.20	
00040130	WW GRAINGER	\$115.70	
00039670	QUALITY OFFICE Solutio	\$91.55	
00040138	0970 CED	\$47.50	
00039807	BAILEYS ACE HARDWARE	\$2.88	
00040147	AIRGAS CENTRAL	\$352.32	
00039720	HOMAX OIL SALES INC - Credit	(\$2,821.74)	
00040152	AGP PROPANE SERVICES	\$195.62	
00040167	MENARDS CASPER WY	\$17.28	
00040170	AIRGAS CENTRAL	\$90.00	
00040257	AMERICAN EAGLE CLEANIN	\$2,150.00	
00040254	AMERICAN EAGLE CLEANIN	\$250.00	
00040197	AMERICAN EAGLE CLEANIN	\$2,150.00	
00040198	BEARING BELTCHAIN00244	\$46.22	
00039681	AIRGAS CENTRAL	\$34.35	
00039755	HOMAX OIL SALES INC - Credit	(\$9,999.99)	
00040081	QUALITY OFFICE Solutio	\$15.47	
00040243	AMERICAN EAGLE CLEANIN	\$250.00	
00040140	BEARING BELTCHAIN00244	\$3.49	
00039916	EMERGENCYS A EMERGENCY	\$65.28	
00039882	OREILLY AUTO 00027466	\$21.98	
00039709	IN RECYKLING INDUSTRI	\$821.40	
00039702	IN RECYKLING INDUSTRI	\$187.50	
00039844	BAILEYS ACE HARDWARE	\$65.96	
00039990	WESTERN STATES FIRE PR	\$2,646.00	
00039983	SAFETY KLEEN SYSTEMS B	\$10,381.80	
00039971	BAILEYS ACE HARDWARE	\$69.99	
00039948	MENARDS CASPER WY	\$13.31	
00039684	SAMSLUB #6425	\$69.92	
00039684	SAMSLUB #6425	\$62.81	
00040078	QUALITY OFFICE Solutio	\$24.68	
00039794	BARGREEN WYOMING 25	\$435.49	
00039880	CASPER TIRE 0000705	\$14.29	
00040021	CITY SERVICE ELECTRIC	\$2,000.00	
00039914	CASPER TIRE 0000705	\$916.00	
00040026	AIRGAS CENTRAL	\$246.78	
00039908	IN GREAT PLAINS CLEAN	\$411.30	

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## P-CARD VENDORS

00039736	AGP PROPANE SERVICES	\$1,146.32	
00040045	IN CASPER SAFETY LLC	\$550.00	
00039621	QUALITY OFFICE SOLUTIONS	\$115.51	
00039741	WYOMING MACHINERY CO	\$2,814.00	
00039756	WYOMING MACHINERY CO	\$21.00	
00039621	QUALITY OFFICE Solutio	\$159.98	
00040067	QUALITY OFFICE Solutio	\$319.69	
00039591	QUALITY OFFICE Solutio	\$40.86	
		<b>\$19,174.41</b>	<b>Subtotal for Dept. Balefill</b>
00039726	BLOEDORN LUMBER CASPER	\$521.07	
		<b>\$521.07</b>	<b>Subtotal for Dept. Buildings &amp; Grounds</b>
00039786	BLOEDORN LUMBER CASPER	\$35.58	
00039751	BAILEYS ACE HARDWARE	\$9.98	
00039801	IN C & C SUPPLY DBA N	\$11.45	
00039840	HOSE & RUBBER SUPPLY	\$50.64	
00039761	HERCULES INDUSTRIES CA	\$17.52	
00039828	CASPER CONTRACTORS SUP	\$17.88	
00039842	IN C & C SUPPLY DBA N	\$10.90	
00039806	HERCULES INDUSTRIES CA	\$15.79	
00039851	CRUM ELECTRIC SUPPLY C	\$2.12	
00039803	CASPER WINNELSON CO	\$14.95	
00039800	NORCO INC	\$446.66	
00040010	BLOEDORN LUMBER CASPER	\$25.39	
00039887	IN C & C SUPPLY DBA N - Credi	(\$11.45)	
00039911	CASPER WINNELSON CO	\$108.83	
00040028	BLOEDORN LUMBER CASPER	\$18.61	
00039739	SAMSCLUB #6425	\$98.72	
00039931	BLOEDORN LUMBER CASPER	\$23.36	
00039981	OREILLY AUTO 00027466	\$10.65	
00040038	CRUM ELECTRIC SUPPLY C	\$74.89	
00039936	RMI WYOMING INC	\$33.81	
00039728	BAILEYS ACE HARDWARE	\$9.94	
00039706	BLOEDORN LUMBER CASPER	\$5.84	
00040002	WYOMING AUTOMOTIVE	\$3.68	
00039750	CASPER WINNELSON CO	\$12.45	
00039861	WEAR PARTS INC	\$15.30	
00040270	BLOEDORN LUMBER CASPER	\$101.12	
00040171	DIAMOND VOGEL PAINT #7	\$98.95	
00040089	DENNIS SUPPLY COMPANY	\$32.72	
00040128	SHEET METAL SPECIALTIE	\$48.64	
00040103	DIAMOND VOGEL PAINT #7	\$15.55	
00040276	BLOEDORN LUMBER CASPER	\$5.84	
00040084	PRAIRIE PELLA WYOMING	\$210.00	
00040296	WOODWORKERS SUPPLY, IN	\$3.02	
00040139	CASPER WINNELSON CO	\$158.95	
00040265	BLOEDORN LUMBER CASPER	\$24.80	
00040122	BAILEYS ACE HARDWARE	\$1.12	
00040124	OVERHEAD DOOR CO OF CA	\$13.00	

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## P-CARD VENDORS

00040119	ALSCO SLCAS	\$205.60	
00040190	BLOEDORN LUMBER CASPER	\$92.97	
00040247	RMI WYOMING INC	\$40.00	
00040290	BLOEDORN LUMBER CASPER	\$349.55	
		<b>\$2,465.32</b>	<b>Subtotal for Dept. Buildings And Grounds</b>
00039929	FACEBOOK	\$160.00	
00040055	MOUNTAIN STATES LITHOG	\$27.90	
00039729	SESAC INC	\$755.00	
00039974	CASPER STAR TRIBUNE	\$2,468.12	
00039992	POLLSTAR	\$155.90	
00040017	ALBERTSONS	\$34.95	
00038670	CASPER STAR TRIBUNE	\$720.65	
00039182	AMAZON MKTPLACE PMTS	\$25.95	
00039587	WW GRAINGER	\$66.44	
00039625	WAL-MART #1617	\$79.48	
00039998	DSI EVENT GROUP	\$396.36	
00040048	MOUNTAIN STATES LITHOG	\$335.70	
00039881	ALBERTSONS	\$24.72	
00040009	WW GRAINGER	\$117.17	
00040063	NORCO INC	\$47.26	
00039635	SAMS CLUB #6425	\$65.12	
00039923	WM SUPERCENTER #1617	\$84.27	
00039923	WM SUPERCENTER	\$36.12	
00039658	THE HOME DEPOT 6001	\$9.97	
00039833	NORCO INC	\$429.63	
00039780	KONE INC.	\$3,721.56	
00040162	GEORGIA EXPOSITION MAN	\$64.05	
00040163	AGP PROPANE SERVICES	\$311.49	
00039663	WAL-MART #1617	\$129.00	
		<b>\$10,266.81</b>	<b>Subtotal for Dept. Casper Events Center</b>
00038924	CRESCENT ELECTRIC 103	\$144.80	
00039987	ATLAS OFFICE PRODUCTS	\$91.18	
00038937	CRUM ELECTRIC SUPPLY C	\$59.49	
00039543	NOR NORTHERN TOOL	\$291.85	
		<b>\$587.32</b>	<b>Subtotal for Dept. Cemetery</b>
00039866	STRAFFORD PUBLICATIONS	\$244.00	
00040203	TOP OFFICE PRODUCTS IN	\$188.52	
		<b>\$432.52</b>	<b>Subtotal for Dept. City Attorney</b>
00039608	ATLAS OFFICE PRODUCTS	\$27.89	
		<b>\$27.89</b>	<b>Subtotal for Dept. City Manager</b>
00040107	COLO ASSC OF CODE ENFORCEMEN	\$45.00	
		<b>\$45.00</b>	<b>Subtotal for Dept. Code Enforcement</b>
00040061	AT&T 0512212711001	\$41.23	
00040014	MEDICAL PRIORITY CONSU	\$196.00	
00039997	WESTERN STATES FIRE PR	\$230.00	
00039972	CHARTER COMM	\$76.93	
00039967	GUS GLOBALSTAR USA	\$114.54	

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## P-CARD VENDORS

00039966 VZWRLSS IVR VB	\$122.92	
00040056 AT&T 0512212799001	\$32.44	
	<b>\$814.06</b>	<b>Subtotal for Dept. Communications Center</b>
00040208 PEACHES	\$25.25	
00040187 APL APPLEONLINESTOREUS	\$149.95	
00040098 CASPER PETROLEUM CLUB	\$352.80	
00039791 CPU VENTURE TECH NETWO	\$910.00	
00039953 SUBWAY 03116324	\$23.05	
00039950 CASPER STAR TRIBUNE	\$147.00	
00040229 APL APPLEONLINESTOREUS	\$599.00	
00040082 CASPER STAR TRIBUNE	\$542.00	
00039734 CASPER STAR TRIBUNE	\$55.20	
00039732 CASPER STAR TRIBUNE	\$794.00	
00040164 ATLAS OFFICE PRODUCTS	\$82.84	
00040237 MERBACK AWARDS COMPANY	\$65.35	
	<b>\$3,746.44</b>	<b>Subtotal for Dept. Council</b>
00039779 BLOEDORN LUMBER CASPER	\$143.17	
00039495 ATLAS OFFICE PRODUCTS	\$479.45	
	<b>\$622.62</b>	<b>Subtotal for Dept. Engineering</b>
00040126 CASPER STAR TRIBUNE	\$180.40	
00040068 MOUNTAIN STATES LITHOG	\$47.95	
00039540 ATLAS OFFICE PRODUCTS	\$19.38	
00040109 CASPER STAR TRIBUNE	\$133.66	
00040030 ATLAS OFFICE PRODUCTS	\$136.44	
00039291 FEDEX 782161226720	\$34.54	
00039657 NORCO INC	\$90.71	
00039686 ATLAS OFFICE PRODUCTS	\$151.36	
00039553 NAPA	\$18.49	
00040094 CASPER STAR TRIBUNE	\$1,186.40	
	<b>\$1,999.33</b>	<b>Subtotal for Dept. Finance</b>
00039488 CHANNING BETE CO AHA	\$32.45	
00039487 THE BULL STEAKHOUSE	\$18.00	
00039845 CASPER COLLEGE	\$880.00	
00039785 L N CURTIS & SONS	\$2,388.93	
00039886 IN JOHNSON ROBERTS &	\$17.00	
00039920 WAL-MART #1617	\$9.88	
00039899 THE HOME DEPOT 6001	\$15.75	
00039620 WAL-MART #1617	\$10.23	
00038905 THE SUPPLY CACHE ECOM	\$249.75	
00039044 GALLS	\$95.10	
00039113 EXXONMOBIL 47626544	\$22.99	
00039171 SAFE KIDS WORLDWIDE	\$50.00	
00039251 EXXONMOBIL 47626544	\$23.77	
00039361 EXXONMOBIL 47626544	\$27.12	
00039363 UNITED 01624770840954	\$677.70	
00039369 UNITED 01624770341036	\$635.70	
00039256 SAFE KIDS WORLDWIDE	\$50.00	
00039386 UNITED 01624770341014	\$635.70	

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## P-CARD VENDORS

00039617	WAL-MART #1617	\$42.57	
00039429	THE HOME DEPOT 6001	\$33.54	
00039439	WITMER PUBLIC SAFETY G	\$312.96	
00039458	EXXONMOBIL 45947843	\$33.00	
00039520	DAIRY QUEEN #11301 QPS	\$5.25	
00039531	ROCKYMOUNTAINFIRESYSIN	\$124.00	
00039581	ENTENMANN-ROVIN COMPAN	\$124.75	
00039585	AMAZON MKTPLACE PMTS	\$111.74	
00039381	UNITED 01624770840976	\$677.70	
00040053	AMAZON MKTPLACE PMTS	\$47.84	
00039930	UNITED 01624789525962	\$529.70	
00039892	NORCO INC	\$239.01	
00040154	CHIEF SUPPLY	\$30.94	
00039947	STAPLES 00114181	\$7.99	
00040036	WITMER PUBLIC SAFETY G	\$140.58	
00039960	WITMER PUBLIC SAFETY G	\$120.17	
00039959	EXXONMOBIL 47626544	\$35.23	
00040105	NORCO INC	\$3,369.01	
00040042	VZWRLSS IVR VB	\$1,804.13	
00039829	INTL ASSOC OF ARSON INVESTIGAT	\$75.00	
00039944	UNITED 01629255838722	\$69.00	
00039648	ROASTED BEAN AND CUISI	\$12.58	
00039901	WITMER PUBLIC SAFETY G	\$893.70	
00039638	EXXONMOBIL 47651294	\$43.00	
00039921	UNITED 01624770840954 - Cre	(\$677.70)	
00039927	UNITED 01629255838711	\$36.00	
00039616	HAMPTON INN & SUITES	\$388.04	
00039632	WENDY'S 6706	\$9.64	
00039932	UNITED 01624770840976 - Cre	(\$677.70)	
		<b>\$13,801.74</b>	<b>Subtotal for Dept. Fire</b>
00039553	NAPA-WHEEL NUTS	\$11.38	
00039747	WYO MACH-REPAIRS	\$379.38	
00039553	NAPA-CORE CREDIT	(\$18.08)	
00039797	HEADLIGHT	\$99.99	
00039793	GOODYEAR COMMERCIAL TI	\$1,172.00	
00039717	ASAP RADIATOR AND SUPP	\$1,478.83	
00039718	WW GRAINGER	\$45.80	
00039553	NAPA-CORE CREDIT	(\$18.08)	
00039719	GOODYEAR COMMERCIAL TI	\$1,244.68	
00039553	NAPA-CORE CREDIT	(\$18.08)	
00039939	GREINER MOTOR COMPANY	\$157.91	
00039759	HONNEN EQUIPMENT 04 - FAN BLAD	\$268.97	
00039747	WYO MACH-FORKS 0972345	\$463.08	
00039748	CMI-TECO - SUPPORT	\$82.89	
00039752	HONNEN EQUIPMENT 04	\$364.94	
00039548	STOTZ EQUIPMENT	\$281.51	
00039716	GREINER MOTOR COMPANY - LEVER	\$45.69	
00039928	WEAR PARTS INC	\$21.19	

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## P-CARD VENDORS

00039781	IN PETERSON EQUIPMENT	\$15.31
00039918	JACKS TRUCK AND EQUIPMT	\$292.57
00039721	GOODYEAR COMMERCIAL TI - TIRES	\$586.40
00039683	WW GRAINGER	\$37.30
00039712	WW GRAINGER	\$69.00
00039611	CMI-TECO - BACK UP HORN	\$72.81
00039618	CMI-TECO - SENSOR	\$306.82
00039619	HOSE & RUBBER SUPPLY	\$26.33
00039624	ALPINE MOTOR SPORTS-TIRES	\$131.95
00039690	AMERI-TECH EQUIPMENT C - VALVE	\$244.06
00039628	STOTZ EQUIPMENT	\$864.76
00039693	AUDIES SMALL ENGINE - FLOAT	\$12.90
00039669	HONNEN-MISC REPAIRS	\$2,847.88
00039669	HONNEN-HYD & SPEED SENSOR REPA	\$390.70
00039661	IN PETERSON EQUIPMENT	\$30.53
00039659	GREINER MOTOR COMPANY - Credit	(\$116.95)
00039656	ASAP RADIATOR AND SUPP - REPAI	\$968.48
00039646	CENTRAL TRUCK AND DIES	\$1,220.49
00039624	ALPINE MOTOR SPORTS - TIRES	\$131.95
00039703	JACKS TRUCK AND EQUIPMT	\$109.65
00039553	NAPA	\$3.98
00039713	WW GRAINGER	\$15.74
00039553	NAPA-CORE CREDIT	(\$72.02)
00039553	NAPA	\$36.42
00039553	NAPA-TURN SIGNAL SWITCH	\$75.83
00039607	WYOMING MACHINERY CO-ADJUSTER	\$879.72
00039707	CENTRAL TRUCK AND DIES	\$600.99
00039553	NAPA-BATTERY	\$173.27
00039583	FREMONT MOTOR CASPER I - windh	\$90.10
00039592	IN PETERSON EQUIPMENT -CAP FI	\$146.30
00039593	WEAR PARTS INC	\$10.31
00039600	GREINER MOTOR COMPANY -DOOR LA	\$116.95
00039701	HONNEN-THERMO,BRGS & O-RINGS	\$647.64
00039696	USPS 57155804730311021	\$17.95
00039553	NAPA-WHEEL BOLTS	\$28.45
00039444	THE HON CO. CUST. SERV	\$299.56
00040052	NOR NORTHERN TOOL	\$184.74
00040034	HENSLEY BATTERY&ELECTR	\$67.28
00040031	ALSCO SLCAS	\$886.57
00039799	SWAY BAR LINK	\$15.91
00040022	NETWORK FLEET. INC.	\$9.20
00039963	WW GRAINGER - Credit	(\$181.28)
00039937	HARTZ E&F TOWING & REC	\$95.00
00039897	IN NUTECH SPECIALTIES	\$140.00
00039778	GREINER MOTOR COMPANY	\$248.95
00039636	CAPITAL BUSINESS SYSTE	\$33.20
00039762	WHITES MOUNTAIN - OIL COOLER L	\$80.11
00039494	WW GRAINGER	\$173.44

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## P-CARD VENDORS

00040087	HONNEN EQUIPMENT 04	\$1,436.56
00037659	HARBOR FREIGHT TOOLS 3	\$179.99
00040108	WW GRAINGER	\$21.09
00039907	WARNE CHEMICAL AND EQU	\$465.15
00040077	NAPA	\$55.48
00040024	NAPA	\$111.86
00040024	NAPA	(\$18.08)
00040024	NAPA	\$27.63
00040024	NAPA	\$24.99
00040268	CORE CREDIT	(\$30.00)
00040024	NAPA	\$78.78
00040024	NAPA	\$11.69
00040184	NAPA	\$125.61
00040249	NAPA	\$201.20
00040151	NAPA	\$350.15
00040151	NAPA	\$13.49
00040024	CORE CREDIT	(\$18.08)
00040261	NORCO INC	\$3,813.00
00040259	C AND M AIR COOLED ENG	\$539.15
00040232	GREINER MOTOR COMPANY	\$261.44
00040223	HOSE & RUBBER SUPPLY	\$88.23
00040222	CUTTING EDGE	\$194.03
00040211	WESTERN SLING CO	\$19.98
00040210	NAPA-BATTERY	\$269.38
00040210	NAPA/CABLES	\$22.88
00040079	GOODYEAR COMMERCIAL TI	\$603.20
00040023	NORCO INC	\$68.66
00040085	AMERI-TECH EQUIPMENT C	\$71.00
00040202	NAPA/RELAY	\$41.14
00040181	ATLAS OFFICE PRODUCTS	\$38.62
00040015	WHITES MOUNTAIN - Credit	(\$38.56)
00040149	GOODYEAR COMMERCIAL TI	\$174.00
00040008	CMI-TECO	\$311.98
00040005	WHITES MOUNTAIN	\$38.56
00039999	WHITES MOUNTAIN	\$9.06
00039973	JACKS TRUCK AND EQUIPMT	\$1,445.63
00039958	B&B AUTO ELECTRIC INC	\$82.00
00039957	HENSLEY BATTERY&ELECTR	\$82.28
00039622	SYN-TECH SYSTEMS	\$112.00
00040206	CMI-TECO	\$20.60
00039848	JTE-INSUALTED HANGER	\$23.40
00039802	GRAINER/STEPS	\$532.10
00039810	WHITES MOUNTAIN	\$80.11
00040295	NAPA	\$2,592.98
00040024	NAPA	\$43.29
00039864	STOTZ-LOCK NUT	\$9.74
00039799	RELAY	\$30.54
00039903	NAPA	\$2.16

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## P-CARD VENDORS

00039811	CMI-TECO	\$67.84	
00039689	SAMS CLUB #6425	\$187.81	
00040024	NAPA	(\$18.08)	
00039877	CMI-TECO	\$67.84	
00039874	CENTRAL TRUCK AND DIES	\$174.31	
00040024	NAPA	\$121.98	
00039870	NAPA	\$334.39	
00039830	JACKS TRUCK AND EQUPMT - Credi	(\$86.95)	
00040024	NAPA	\$9.33	
00040024	NAPA	\$8.59	
00040292	NAPA	\$640.71	
00039799	BATTERY	\$106.51	
00039799	MIRROR	\$22.66	
00039968	MNTG CLAMPS	\$16.35	
00039799	BATTERY	\$106.51	
00040289	CMI-TECO	\$87.51	
00040024	NAPA	\$11.69	
		<b>\$35,610.34</b>	<b>Subtotal for Dept. Fleet Maintenance</b>
00039917	THE HOME DEPOT 6001	\$37.48	
00039893	BAKER CREEK HEIRLOOM	\$19.50	
		<b>\$56.98</b>	<b>Subtotal for Dept. Fort Caspar</b>
00039909	HONNEN EQUIPMENT 04	\$16.56	
00040256	B&B AUTO ELECTRIC INC	\$185.00	
00039553	NAPA	\$21.49	
00039553	NAPA	\$17.07	
00039863	AMERI-TECH EQUIPMENT C	\$980.63	
00040096	GOODYEAR COMMERCIAL TI	\$1,313.78	
00039754	JACKS TRUCK AND EQUPMT	\$323.64	
00039799	BEARING BELTCHAIN00244	\$2,993.11	
00040135	GOODYEAR COMMERCIAL TI	\$1,502.28	
00040059	GREINER MOTOR COMPANY	\$43.12	
00039835	HOWARD SUPPLY COMPANY	\$32.11	
00039790	GREINER MOTOR COMPANY - Credit	(\$3.56)	
00039553	BEARING BELTCHAIN00244	\$2,287.79	
00039854	DRIVE TRAIN CASPER	\$75.06	
00040244	INDUSTRIAL SCREEN & MA	\$1,545.00	
00040024	NAPA	\$11.69	
00040242	APPLIED IND TECH 2733	\$1,233.65	
00040148	WW GRAINGER	\$52.96	
00039838	HOSE & RUBBER SUPPLY	\$426.06	
00039553	NAPA	(\$60.34)	
00040104	INDUSTRIAL SCREEN	\$1,890.99	
00040281	DRIVE TRAIN CASPER	\$22.00	
00039694	CMI-TECO - RESISTOR/STOCK	\$18.90	
00039695	AMERI-TECH EQUIPMENT C	\$49.86	
00039644	MIDLAND IMPLEMENT CO	\$282.47	
00039634	HOSE & RUBBER SUPPLY	\$15.12	
00040073	JACKS TRUCK AND EQUPMT	\$282.40	

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## P-CARD VENDORS

00040083 NAPA	\$66.00	
00040113 DRIVE TRAIN CASPER	\$88.00	
00040095 JACKS TRUCK AND EQUIPMT	\$110.32	
00040106 JACKS TRUCK AND EQUIPMT	\$323.64	
00040116 MG OIL COMPANY GILLET	\$398.25	
00040304 DRIVE TRAIN CASPER	\$53.40	
00040024 NAPA	\$1,348.60	
00039988 JACKS TRUCK AND EQUIPMT	\$37.74	
00039607 WYOMING MACHINERY CO - STOCK	\$318.27	
00039733 JACKS TRUCK AND EQUIPMT	\$60.81	
00039879 GREINER MOTOR COMPANY	\$7.72	
00040249 CENTRAL PARTS WAREHOUS	\$168.10	
00039744 HOWARD SUPPLY COMPANY	\$43.88	
00039745 JACKS TRUCK AND EQUIPMT	\$89.78	
00039747 WYO MACH-STOCK	\$746.86	
	<b>\$19,420.21</b>	<b>Subtotal for Dept. Garage</b>
00039770 PAYPAL DVD-BOETT	\$138.58	
00039737 BLACK BEAR HAVERSACK	\$540.88	
	<b>\$679.46</b>	<b>Subtotal for Dept. General Fund</b>
00039742 PIONEER SAND CO HQ	\$638.01	
00040127 MENARDS CASPER WY	\$41.72	
00039832 STAPLES 00114181	\$89.24	
00039816 CHARTER COMM	\$134.96	
00039853 STAPLES 00114181 - Credi	(\$4.25)	
00039954 SUTHERLANDS 2219	\$23.96	
	<b>\$923.64</b>	<b>Subtotal for Dept. Golf Course</b>
00039922 MOUNTAIN SPORTS	\$50.00	
00039919 SEASONS DAY SPA AND SA	\$125.00	
	<b>\$175.00</b>	<b>Subtotal for Dept. Health Insurance</b>
00039680 HOMAX OIL SALES	\$5,649.69	
00039763 NIX SIGN CO LLC	\$189.24	
00039606 AGP PROPANE SERVICES	\$2,821.14	
00039660 HOSE & RUBBER SUPPLY	\$33.89	
00039651 SQ ATLANTIC ELECTRIC,	\$305.33	
	<b>\$8,999.29</b>	<b>Subtotal for Dept. Hogadon</b>
00039499 ALBERTSONS #2060	\$69.90	
00039433 ATLAS OFFICE PRODUCTS	\$31.09	
00039580 SEASONS DAY SPA AND SA	\$225.00	
00040097 IN POWDER RIVER SHRED	\$75.00	
00039517 IN PEDENS INC.	\$45.00	
	<b>\$445.99</b>	<b>Subtotal for Dept. Human Resources</b>
00039691 PFG VISTAR DE	\$349.71	
00039513 A&A GLOBAL INDUSTRIES	\$137.35	
00039938 STAPLES 00114181	\$153.75	
00039743 NORCO INC	\$11.91	
00040161 DOLRTREE 3288 00032888	\$23.10	
00040070 SAMS CLUB #6425	\$161.96	

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## P-CARD VENDORS

00039993 CASPER RECREATIONAL LE	\$385.00	
00039773 ATLAS OFFICE PRODUCTS	\$8.60	
00039976 FARMER BROS CO	\$150.61	
00039639 WEAR PARTS INC	\$82.98	
00039952 SAM'S CLUB	\$13.99	
00039711 CENTER ICE SUPPLIES	\$148.74	
00039855 SAMSCLUB #6425	\$39.69	
00039814 SQ DOUBLE D WELDING &	\$832.00	
00039955 SAMS INTERNET	\$347.82	
00039705 HOWIES HOCKEY INC	\$124.14	
00039777 INTERNATIONAL TRANSACTION	\$1.19	
00039819 ATLAS OFFICE PRODUCTS	\$23.95	
00039912 BAILEYS ACE HARDWARE	\$10.20	
00039888 WAL-MART #1617	\$29.37	
00039926 GOLD MEDAL PRODUCTS CO	\$77.49	
00040165 SQ PAPA JOHNS	\$275.67	
	<b>\$3,389.22</b>	<b>Subtotal for Dept. Ice Arena</b>
00039766 BLOEDORN LUMBER CASPER	\$162.89	
00040132 WAL-MART #3778	\$78.72	
00040027 DIAMOND VOGEL PAINT #7	\$14.58	
	<b>\$256.19</b>	<b>Subtotal for Dept. Information Services</b>
00039708 WESTERN STATES FIRE PR	\$6,450.00	
	<b>\$6,450.00</b>	<b>Subtotal for Dept. Life Steps Campus</b>
00039775 AVID PETTRAC	\$2,475.00	
00039924 WESTSIDE ANIMAL HOSPIT	\$392.48	
00039769 COCA COLA BOTTLING CO	\$29.40	
00039905 BEST WESTERN - CREDIT	(\$120.00)	
00039894 MURDOCH'S RANCH & HOME	\$249.86	
00039946 SUTHERLANDS 2219	\$582.00	
00040075 ALTITUDE VETERINARY HO	\$1,854.91	
00039727 SQ SPAY DOC	\$85.00	
00039735 ATLAS OFFICE PRODUCTS - Credit	(\$151.36)	
00039609 CUSTOMINK LLC	\$242.76	
00039376 ATLAS OFFICE PRODUCTS	\$151.36	
00039626 NATIONAL ANIMAL CARE	\$1,050.00	
00038068 BEST WESTERN FIRESTONE	\$120.00	
00039650 ALBERTSONS	\$6.29	
00039753 AMBI MAIL AND MARKETIN	\$177.20	
	<b>\$7,144.90</b>	<b>Subtotal for Dept. Metro Animal</b>
00039731 ASSN. OF METRO PLANNIN	\$350.46	
00040080 AMERICAN PUBLIC TRANS	\$67.87	
00040080 AMERICAN PUBLIC TRANSPORTATION	\$7.13	
00040172 WAV WYOMING GEOSPATIAL	\$1.90	
00040172 WAV WYOMING GEOSPATIAL	\$18.10	
00039731 ASSN OF METRO PLANNING	\$36.83	
	<b>\$482.29</b>	<b>Subtotal for Dept. Metropolitan Planning</b>
00039015 NORCO INC	\$161.98	

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## P-CARD VENDORS

00039629	AMAZON MKTPLACE PMTS	\$29.95	
00039925	IN GREEN TREE ARBORIC	\$968.55	
00039366	CRESCENT ELECTRIC 103	\$1,025.00	
00039314	CRESCENT ELECTRIC 103	\$809.80	
00039662	BAILEYS ACE HARDWARE	\$6.58	
00039808	NORCO INC	\$167.96	
00039746	BAILEYS ACE HARDWARE	\$41.93	
00040022	NETWORK FLEET. INC.	\$132.65	
		<b>\$3,344.40</b>	<b>Subtotal for Dept. Parks</b>
00040173	DENNIS SUPPLY COMPANY	\$2,954.70	
		<b>\$2,954.70</b>	<b>Subtotal for Dept. Perpetual Care</b>
00040250	CASPER STAR TRIBUNE	\$45.40	
00039943	CASPER STAR TRIBUNE	\$82.20	
00040032	RICOH USA, INC	\$173.43	
00039849	ATLAS REPRODUCTION	\$9.00	
00040125	FEDEX 98060022	\$40.58	
00039860	ALBERTSONS #2060	\$28.26	
		<b>\$378.87</b>	<b>Subtotal for Dept. Planning</b>
00039471	COMPUTER VILLAGE INC	\$29.95	
00039425	GRACIE ACADEMY	\$995.00	
00039426	TRAVELOCITY.COM	\$979.90	
00039541	QUALITY OFFICE SOLUTIO	\$201.99	
00040006	ATLAS OFFICE PRODUCTS	\$123.22	
00039700	ALBERTSONS #2060	\$11.62	
00039996	GALLS HQ	\$341.18	
00039969	VZWRLSS IVR VB	\$3,903.64	
00039945	COCA COLA BOTTLING CO	\$22.55	
00040012	RICOH USA, INC	\$599.80	
00039872	QUALITY OFFICE SOLUTIO	\$163.52	
00039847	ATLAS OFFICE PRODUCTS	\$70.08	
00039789	CASPER ANIMAL CENTER,	\$93.46	
00039985	WW GRAINGER	\$78.96	
00039699	MOUNTAIN STATES LITHOG	\$72.50	
00039774	BEARING BELTCHAIN00244	\$29.88	
00040123	QUALITY OFFICE SOLUTIO	\$269.89	
00040091	MOUNTAIN STATES LITHOG	\$135.50	
00040057	MOUNTAIN STATES LITHOG	\$113.55	
00039649	IN POWDER RIVER SHRED	\$105.00	
00039645	QUALITY OFFICE SOLUTIO	\$22.45	
00039723	RESPOND FIRST AID OF W	\$208.43	
00039594	ATLAS OFFICE PRODUCTS	\$272.02	
00039554	COCA COLA BOTTLING CO	\$60.40	
00039378	BEST BUY 00015271	\$21.51	
00039647	DAYLIGHTDONUTYELLOWSTN	\$42.75	
00040001	WESTERN STATES FIRE PR	\$450.00	
00039667	BEST BUY 00015271 - Credi	(\$21.51)	
00040054	FEDEX 97990780	\$37.71	
00039613	OFFICEMAX/OFFICEDEPOT6	\$13.99	

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## P-CARD VENDORS

		<b>\$9,448.94</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
00039949	HENSLEY BATTERY&ELECTR	\$223.11		
00039951	HENSLEY BATTERY&ELECTR	\$22.50		
00039603	HENSLEY BATTERY&ELECTR	\$242.40		
00039991	DECKER AUTO GLASS	\$296.12		
		<b>\$784.13</b>	<b>Subtotal for Dept.</b>	<b>Police Dept</b>
00039865	THE OLIVE GARD00018283	\$111.40		
		<b>\$111.40</b>	<b>Subtotal for Dept.</b>	<b>Police Grants</b>
00039433	ATLAS OFFICE PRODUCTS	\$45.91		
00039614	URGENT CARE OF CASPER	\$1,761.00		
00039498	STAPLES 00114181	\$13.99		
00039274	CRESCENT ELECTRIC 103	\$809.80		
00040025	AURORA PICTURES INC	\$350.00		
		<b>\$2,980.70</b>	<b>Subtotal for Dept.</b>	<b>Property &amp; Liability Insurance</b>
00039913	FLEMING SUPPLY	\$3.05		
00039637	NATIONAL RECREATION &	\$200.00		
00039654	SAMS CLUB #6425	\$239.92		
00039654	SAMS CLUB #6425	\$24.55		
00039868	USPS 57155804730311021	\$9.45		
00039906	DOMINO'S 6042	\$42.94		
00039630	WM SUPERCENTER #3778	\$24.68		
00039738	WAL-MART #3778 - Credit	(\$25.91)		
00039773	ATLAS OFFICE PRODUCTS	\$30.58		
00039929	FACEBOOK	\$331.29		
00039819	ATLAS OFFICE PRODUCTS	\$65.87		
00039850	BAILEYS ACE HARDWARE	\$52.95		
00039978	SAMSClub #6425	\$299.64		
00039595	WAL-MART #3778	\$25.91		
00039952	SAM'S CLUB	\$13.99		
00039952	SAMSClub #6425	\$13.99		
00039952	HENSLEY BATTERY	\$35.96		
		<b>\$1,388.86</b>	<b>Subtotal for Dept.</b>	<b>Recreation</b>
00039826	ROCKY MOUNTAIN DISCOUN	\$199.95		
00040200	WEAR PARTS INC	\$25.93		
00039684	SAMSClub #6425	\$107.27		
00040044	CITY SERVICE ELECTRIC	\$225.00		
00039831	ROCKY MOUNTAIN DISCOUN - Credi	(\$209.95)		
00040021	CITY SERVICE ELECTRIC	\$2,819.50		
00040185	WYOMING STEEL AND RECY	\$5,653.80		
00039798	SHERWIN WILLIAMS #8960	\$381.40		
00040119	ALSCO SLCAS	\$142.80		
00039787	ROCKY MOUNTAIN DISCOUN	\$209.95		
00039783	HARBOR FREIGHT TOOLS 3	\$21.99		
00040022	NETWORK FLEET. INC.	\$492.70		
00040071	PIZZA HUT #239	\$33.91		
		<b>\$10,104.25</b>	<b>Subtotal for Dept.</b>	<b>Refuse Collection</b>
00039275	FRANKLINCOVEYPRODUCTS	\$9.56		

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## P-CARD VENDORS

00039521	THE UPS STORE 2200	\$31.90	
00040155	CASPER STAR TRIBUNE	\$445.16	
00039776	ATLAS OFFICE	\$38.36	
00039135	BARGREEN WYOMING 25	\$8.10	
00039664	ATLAS OFFICE PRODUCTS	\$42.68	
00039353	CASPER FIRE EXTINGUISH	\$133.25	
00039141	SAMSClub #6425	\$37.84	
00040022	NETWORK FLEET. INC.	\$18.95	
00040177	CASPER STAR TRIBUNE	\$133.50	
00039286	ATLAS OFFICE PRODUCTS	\$127.78	
00039820	NORCO INC	\$315.09	
		<b>\$1,342.17</b>	<b>Subtotal for Dept. Sewer</b>
00040000	VZWRLSS IVR VB	\$120.03	
		<b>\$120.03</b>	<b>Subtotal for Dept. Special Assistance</b>
00039629	AMAZON MKTPLACE PMTS	\$29.94	
00039685	WYOMING STEEL AND RECY	\$91.51	
00039596	CRESCENT ELECTRIC 103	\$216.50	
00039598	BAILEYS ACE HARDWARE	\$71.96	
00039857	CASPER STAR TRIBUNE	\$167.16	
00039837	THE GET GO INC	\$449.50	
00039601	THE HOME DEPOT 6001	\$39.88	
00039862	WYOMING STEEL AND RECY	\$25.43	
00039891	MENARDS CASPER WY	\$94.41	
00039640	TAPCO	\$3,752.25	
00040022	NETWORK FLEET. INC.	\$511.65	
00039724	WW GRAINGER	\$148.62	
		<b>\$5,598.81</b>	<b>Subtotal for Dept. Streets</b>
00040033	MOTION INDUSTRIES WY54	\$404.73	
00040041	BOBCAT OF CASPER	\$4.14	
00040047	ELECTRIC SERVICE CO	\$102.81	
00039445	RUSSELL INDUSTRIES INC	\$207.77	
00039582	LONG BLDG. TECHNOLOGIE	\$808.25	
00039843	BOBCAT OF CASPER	\$3,082.00	
00039525	WATERWORKS INDUSTRIES	\$133.71	
00039841	BLOEDORN LUMBER CASPER	\$188.97	
00039788	THE HOME DEPOT 6001	\$54.85	
00039410	CASPER WINNELSON CO	\$5.84	
00039368	LONG BLDG. TECHNOLOGIE	\$70.75	
00039403	WATERWORKS INDUSTRIES	\$163.73	
00039820	NORCO INC	\$157.54	
00039652	AMERI-TECH EQUIPMENT C	\$136.00	
00039795	DIAMOND VOGEL PAINT #7	\$81.39	
00039579	HOMAX OIL SALES INC	\$50.20	
00039818	BLOEDORN LUMBER CASPER	\$14.06	
00039485	BLOEDORN LUMBER CASPER	\$3.60	
00039506	WATERWORKS INDUSTRIES - Credit	(\$163.73)	
00039570	CASPER FIRE EXTINGUISH	\$58.50	
00039568	NORCO INC	\$166.39	

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## P-CARD VENDORS

00039551	NORTHROP BOILER WORKS	\$35.41	
00039545	LONG BLDG. TECHNOLOGIE	\$400.45	
00039722	ATLAS OFFICE PRODUCTS	\$50.35	
00039890	INTERMOUNTAIN MOTOR SA	\$562.18	
00040004	BAILEYS ACE HARDWARE	\$3.58	
00039989	MOTION INDUSTRIES WY54	\$3,181.76	
00039772	USPS 57155809430310940	\$17.10	
00039962	DALE L PRENTICE CO.	\$4,133.50	
00039867	BOBCAT OF CASPER	\$18.72	
00039856	CASPER STAR TRIBUNE	\$169.95	
		<b>\$14,304.50</b>	<b>Subtotal for Dept. Waste Water</b>
00039518	ENERGY LABORATORIES, I	\$280.00	
00039714	NORCO INC	\$400.00	
00039768	CASPER COLLEGE	\$320.00	
00039673	NORCO INC	\$21.56	
00039653	NORCO INC	\$49.55	
00039509	HARBOR FREIGHT TOOLS 3	\$7.99	
00039655	ADDCO ACQUISITION LLC	\$12,440.00	
00039573	UNION WIRELESS	\$130.11	
00039286	ATLAS OFFICE PRODUCTS	\$156.17	
00039813	CASPER COLLEGE	\$320.00	
00039792	71 CONSTRUCTION INC #1	\$897.40	
00039809	GEORGE T SANDERS 20	\$47.80	
00039535	CASPER CONTRACTORS SUP	\$123.79	
00039508	DANA KEPNER CO.	\$315.00	
00039560	WATERWORKS INDUSTRIES	\$309.10	
00039557	HOWARD SUPPLY COMPANY	\$185.72	
00039676	BEARING BELTCHAIN00244	\$14.98	
00039664	ATLAS OFFICE PRODUCTS	\$52.17	
00039784	CRUM ELECTRIC SUPPLY C	\$119.60	
00040064	ALSCO SLCAS	\$469.52	
00040020	KISTLER TENT AND AWNIN	\$96.00	
00039688	PP WYOMINGWATE	\$30.00	
00039986	ENERGY LABORATORIES, I	\$340.00	
00039984	ATLAS OFFICE PRODUCTS	\$44.96	
00039776	ATLAS OFFICE PRODUCTS	\$46.89	
00039883	71 CONSTRUCTION INC #1	\$529.89	
00039871	CASPERNATRONAHEALTHPAY	\$120.00	
00039858	DANA KEPNER CO.	\$835.68	
00039299	FINISH LINE SYSTEMS LL	\$5,144.00	
00039312	FINISH LINE SYSTEMS LL	\$2,185.00	
00040150	CASPER STAR TRIBUNE	\$165.90	
00040050	HOSE & RUBBER SUPPLY	\$42.33	
00039704	SUTHERLANDS 2219	\$6.31	
00040090	SIX ROBBLEES NO 19	\$86.42	
00040018	MICHAELSFENCE&SUPPLYIN	\$11.00	
00040069	ATLAS OFFICE PRODUCTS	\$88.34	
00039839	SUTHERLANDS 2219	\$49.27	

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## P-CARD VENDORS

00040086	ALL OUT FIRE EXTINGUIS	\$680.00		
00040088	71 CONSTRUCTION INC #1	\$2,242.89		
00040022	NETWORK FLEET. INC.	\$132.65		
		<b>\$29,537.99</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
00039642	LONG BLDG. TECHNOLOGIE	\$1,949.64		
00039679	COASTAL CHEMICAL CO LL	\$28.12		
00039452	ALBERTSONS	\$11.98		
00039715	WW GRAINGER	\$60.65		
00039672	ENERGY LABORATORIES	\$2,722.00		
00039740	LONG BLDG. TECHNOLOGIE	\$2,729.83		
00039812	SUTHERLANDS 2219	\$60.54		
00039767	WW GRAINGER	\$120.10		
00039796	EUROFINS EATON ANALYTI	\$550.00		
00039765	WW GRAINGER	\$306.00		
00039725	ATLAS REPRODUCTION	\$20.00		
00039453	HARBOR FREIGHT TOOLS 3	\$107.97		
00039836	FLEMING SUPPLY	\$135.79		
00039475	FERGUSON ENT #3069	\$63.71		
00039965	ENERGY LABORATORIES	\$225.00		
00039633	CASPER STAR TRIBUNE	\$32.72		
00039977	ENERGY LABORATORIES	\$141.00		
00039995	ENERGY LABORATORIES	\$329.00		
00040013	LONG BLDG. TECHNOLOGIE	\$3,662.25		
00039289	ATLAS OFFICE PRODUCTS	\$368.94		
00039825	EMAJNT ENTERPRISES	\$395.00		
00039463	ALBERTSONS #2060	\$54.71		
00039599	ENERGY LABORATORIES	\$225.00		
00039589	PROKOTEENGINEERINGSUPP	\$70.51		
00039538	EUROFINS EATON ANALYTI	\$100.00		
00039483	DANA KEPNER CO.	\$217.72		
		<b>\$14,688.18</b>	<b>Subtotal for Dept.</b>	<b>Water Treatment Plant</b>
00039935	WW GRAINGER	\$41.44		
00039598	BAILEYS ACE HARDWARE	\$4.58		
00039852	BAILEYS ACE HARDWARE	\$19.99		
00039925	IN GREEN TREE ARBORIC	\$231.45		
00039432	OREILLY AUTO 00027466	\$34.99		
00038951	INTL SOC ARBORICULTURE	\$182.00		
00039415	MURDOCH'S RANCH & HOME	\$42.99		
		<b>\$557.44</b>	<b>Subtotal for Dept.</b>	<b>Weed And Pest</b>
		<b>\$237,662.58</b>	<b>Subtotal for Vendor</b>	

## PEPSI COLA OF CASPER

151909	PRODUCT	\$1,925.00		
151910	CREDIT MEMO	(\$280.00)		
		<b>\$1,645.00</b>	<b>Subtotal for Dept.</b>	<b>Casper Events Center</b>
108897	PRODUCT	\$494.60		
108997	PRODUCT	\$10.00		
		<b>\$504.60</b>	<b>Subtotal for Dept.</b>	<b>Ice Arena</b>

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## PEPSI COLA OF CASPER

**\$2,149.60** Subtotal for Vendor

### POOLE, JOHN

0025883469 DEPOSIT/UTILITY REFUND

\$58.57

**\$58.57** Subtotal for Dept. Water

**\$58.57** Subtotal for Vendor

### RESOURCE MGMT. CO, INC.

98951 TIRE DISPOSAL

\$120.00

98951 TIRE DISPOSAL

\$15.00

98959 TIRE DISPOSAL

\$30.00

98959 TIRE DISPOSAL

\$45.00

98959 TIRE DISPOSAL

\$60.00

98959 TIRE DISPOSAL

\$30.00

**\$300.00** Subtotal for Dept. Fleet Maintenance

98951 TIRE DISPOSAL

\$6.00

98951 TIRE DISPOSAL

\$14.00

98951 TIRE DISPOSAL

\$240.00

98951 TIRE DISPOSAL

\$105.00

98951 TIRE DISPOSAL

\$502.50

98959 TIRE DISPOSAL

\$342.00

98959 TIRE DISPOSAL

\$334.00

98959 TIRE DISPOSAL

\$247.50

**\$1,791.00** Subtotal for Dept. Garage

**\$2,091.00** Subtotal for Vendor

### ROCKY MOUNTAIN POWER

AP00014902051614 ELECTRICITY

\$5,055.47

**\$5,055.47** Subtotal for Dept. Aquatics

AP00015102051614 ELECTRICITY

\$24.99

AP00015102051614 ELECTRICITY

\$3,426.26

AP00015102051614 ELECTRICITY

\$1,203.08

AP00015102051614 ELECTRICITY

\$1,256.62

**\$5,910.95** Subtotal for Dept. City Hall

AP00015602051614 ELECTRICITY

\$600.55

**\$600.55** Subtotal for Dept. Fort Caspar

AP00015702051614 ELECTRICITY

\$3,048.30

AP00017202051614 ELECTRICITY

\$311.17

**\$3,359.47** Subtotal for Dept. Golf Course

AP00015802051614 ELECTRICITY

\$16,703.47

RIN0026322 ELECTRICITY

\$337.01

**\$17,040.48** Subtotal for Dept. Hogadon

AP00015902051614 ELECTRICITY

\$6,684.44

**\$6,684.44** Subtotal for Dept. Ice Arena

AP00015202051614 ELECTRICITY

\$3,288.82

**\$3,288.82** Subtotal for Dept. Recreation

**\$41,940.18** Subtotal for Vendor

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## SARA NELSON

RIN0026347 TRAVEL REIMBURSEMENT	\$9.64	
	<b>\$9.64</b>	Subtotal for Dept. Police
	<b>\$9.64</b>	Subtotal for Vendor

## SEAN INGLEDEW

RIN0026284 TRAINING REIMBURSEMENT	\$40.00	
RIN0026285 TRAINING REIMBURSEMENT	\$20.00	
	<b>\$60.00</b>	Subtotal for Dept. Waste Water
	<b>\$60.00</b>	Subtotal for Vendor

## SEAN ORSZULAK

RIN0026281 TRAINING REIMBURSEMENT	\$100.00	
	<b>\$100.00</b>	Subtotal for Dept. Balefill
	<b>\$100.00</b>	Subtotal for Vendor

## SKYLINE RANCHES

RIN0026296 201 SEWER FEES	\$753.90	
RIN0026296 201 SEWER FEES	(\$75.39)	
	<b>\$678.51</b>	Subtotal for Dept. Sewer
RIN0026296 201 SEWER FEES	(\$365.18)	
	<b>(\$365.18)</b>	Subtotal for Dept. Waste Water
	<b>\$313.33</b>	Subtotal for Vendor

## SMART SPEC, LLC

201506 LSC HEATING REPL-ASBESTOS TST	\$685.00	
	<b>\$685.00</b>	Subtotal for Dept. CDBG
	<b>\$685.00</b>	Subtotal for Vendor

## STANTEC CONSULTING SVCS INC.

1004691 NORTH PLATTE RIVER RESTORATION	\$11,534.28	
S027981 BIDDING & CA FOR NORTH PLATTE	\$10,986.59	
	<b>\$22,520.87</b>	Subtotal for Dept. Streets
	<b>\$22,520.87</b>	Subtotal for Vendor

## STAR LINE FEEDS

237412 PET FOOD	\$368.45	
	<b>\$368.45</b>	Subtotal for Dept. Metro Animal
	<b>\$368.45</b>	Subtotal for Vendor

## STATE OF WY. - DEPT. OF REVENUE

JANUARY 2016 JANUARY 2016 SALES TAX	\$14.02	
	<b>\$14.02</b>	Subtotal for Dept. Aquatics
JANUARY 2016 JANUARY 2016 SALES TAX	\$7.14	
JANUARY 2016 JANUARY 2016 SALES TAX	\$2,010.37	
JANUARY 2016 JANUARY 2016 SALES TAX	\$2,206.56	
JANUARY 2016 JANUARY 2016 SALES TAX	\$3,669.45	
JANUARY 2016 JANUARY 2016 SALES TAX	\$550.80	
JANUARY 2016 JANUARY 2016 SALES TAX	\$7.14	

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## STATE OF WY. - DEPT. OF REVENUE

JANUARY 2016 JANUARY 2016 SALES TAX

**\$8,451.46** Subtotal for Dept. Casper Events Center

\$53.66

**\$53.66** Subtotal for Dept. Fort Caspar

JANUARY 2016 JANUARY 2016 SALES TAX

\$585.34

**\$585.34** Subtotal for Dept. Ice Arena

JANUARY 2016 JANUARY 2016 SALES TAX

\$30.77

**\$30.77** Subtotal for Dept. Recreation

**\$9,135.25** Subtotal for Vendor

## SYSCO FOOD SVCS. CORP.

602010157 PRODUCT

\$938.70

601200951 PRODUCT

\$842.00

602030999 PRODUCT

\$5,115.48

601300053 RETURN PRODUCT

(\$21.28)

601220294 RETURN PRODUCT

(\$16.19)

602030999 PRODUCT

\$308.55

601280227 PRODUCT

\$2,338.45

601200951 PRODUCT

\$801.42

601200951 PRODUCT

\$137.23

601280227 PRODUCT

\$469.35

602010157 PRODUCT

\$103.70

**\$11,017.41** Subtotal for Dept. Casper Events Center

**\$11,017.41** Subtotal for Vendor

## THATCHER CO.

1380111 CHEMICALS T-CHLOR

\$7,501.86

**\$7,501.86** Subtotal for Dept. Water Treatment Plant

**\$7,501.86** Subtotal for Vendor

## THRELKELD, HEATHER

0025883467 DEPOSIT/UTILITY REFUND

\$18.59

**\$18.59** Subtotal for Dept. Water

**\$18.59** Subtotal for Vendor

## VENTURE TECHNOLOGIES/ISC, INC.

SIN013979 SERVICES

\$434.84

**\$434.84** Subtotal for Dept. City Manager

SIN013910 TELEPHONE

\$9.23

**\$9.23** Subtotal for Dept. Fire

SIN013869 TELEPHONE

\$522.33

**\$522.33** Subtotal for Dept. Water

**\$966.40** Subtotal for Vendor

## VISION SVC. PLAN

RIN#0026321 COBRA CONTRIBUTIONS

\$36.98

RIN#0026320 BENEFITS PAYABLE

\$1,477.40

**\$1,514.38** Subtotal for Dept. Health Insurance

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## VISION SVC. PLAN

**\$1,514.38** Subtotal for Vendor

## VISITS LLC

2962 CAR WASH TOKENS

\$120.60

**\$120.60** Subtotal for Dept. Police

**\$120.60** Subtotal for Vendor

## WARDWELL WATER & SEWER DISTRICT

RIN0026308 WATER & SEWER BOOSTER IRRIG

\$14.27

**\$14.27** Subtotal for Dept. Water Treatment Plant

**\$14.27** Subtotal for Vendor

## WASTE WATER TREATMENT

1276/136675 201 SEWER

\$281,734.10

**\$281,734.10** Subtotal for Dept. Sewer

**\$281,734.10** Subtotal for Vendor

## WESTERN ENERGY FAB

437 OSHA COMPLIANCE

\$942.00

**\$942.00** Subtotal for Dept. Fire

**\$942.00** Subtotal for Vendor

## WESTERN WATER CONSULTANTS, INC.

RIN0026323 15TH ST&ELM PHASE I WOLCOTT ST

\$69.01

**\$69.01** Subtotal for Dept. Sewer

RIN0026324 15TH & ELM IMPROV PHASE 2

\$4,087.99

130130032 MIDWEST AVE RECONSTRUCTION PRO

\$7,213.60

RIN0026323 15TH ST & ELM PHASE I - WOLCOT

\$669.77

**\$11,971.36** Subtotal for Dept. Streets

RIN0026323 15TH ST&ELM PHASE I WOLCOTT ST

\$837.23

**\$837.23** Subtotal for Dept. Water

**\$12,877.60** Subtotal for Vendor

## WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0026297 201 SEWER ADMIN FEES

\$3,456.00

RIN0026297 201 SEWER ADMIN FEES

(\$345.60)

**\$3,110.40** Subtotal for Dept. Sewer

RIN0026297 201 SEWER ADMIN FEES

(\$1,225.71)

**(\$1,225.71)** Subtotal for Dept. Waste Water

**\$1,884.69** Subtotal for Vendor

## WHITE BOX TECHNOLOGIES

1579 JW SPILLMAN INTEGRATION

\$4,162.00

**\$4,162.00** Subtotal for Dept. Municipal Court

**\$4,162.00** Subtotal for Vendor

## WILLIAM O BOHMAN JR.

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## WILLIAM O BOHMAN JR.

RIN026287 TUITION REIMBURSEMENT

\$442.55  
**\$442.55** Subtotal for Dept. Fire  
**\$442.55** Subtotal for Vendor

## WLC ENGINEERING - SURVEYING - PLANNING

2016-10006 CA & MATERIAL TESTING 2015 MIS

\$1,213.99  
**\$1,213.99** Subtotal for Dept. Streets

2016-10006 CA & MATERIAL TESTING 2015 MSC

\$4,181.51  
**\$4,181.51** Subtotal for Dept. Water  
**\$5,395.50** Subtotal for Vendor

## WOLF GANG OF WY

1031 FEBRUARY TV PRODUCTION

\$3,833.33  
**\$3,833.33** Subtotal for Dept. Council  
**\$3,833.33** Subtotal for Vendor

## WY. ASSOC. OF MUNICIPALITIES

14784 WAM WINTER WORKSHOP REG.

\$225.00  
**\$225.00** Subtotal for Dept. City Manager

14784 WAM WINTER WORKSHOP REG.

\$625.00  
**\$625.00** Subtotal for Dept. Council  
**\$850.00** Subtotal for Vendor

## WY. DEPT. OF TRANSPORTATION

0000080158 BRYAN STOCK TRAIL

\$164.61  
**\$164.61** Subtotal for Dept. Streets  
**\$164.61** Subtotal for Vendor

## WY. DEPT. OF WORKFORCE SVCS.

RIN#0026314 UNEMPLOYMENT INSURANCE

\$1,024.20  
**\$1,024.20** Subtotal for Dept. Balefill

RIN#0026314 UNEMPLOYMENT INSURANCE

\$785.70

RIN#0026314 UNEMPLOYMENT INSURANCE

\$131.79

**\$917.49** Subtotal for Dept. Casper Events Center

RIN#0026314 UNEMPLOYMENT INSURANCE

\$392.00

**\$392.00** Subtotal for Dept. Cemetery

RIN#0026314 UNEMPLOYMENT INSURANCE

\$36.88

**\$36.88** Subtotal for Dept. Communications Center

RIN#0026314 UNEMPLOYMENT INSURANCE

\$450.70

**\$450.70** Subtotal for Dept. Golf Course

RIN#0026314 UNEMPLOYMENT INSURANCE

(\$414.12)

**(\$414.12)** Subtotal for Dept. Parks

RIN#0026314 UNEMPLOYMENT INSURANCE

\$82.15

**\$82.15** Subtotal for Dept. Recreation

RIN#0026314 UNEMPLOYMENT INSURANCE

\$2,043.21

**\$2,043.21** Subtotal for Dept. Refuse Collection

# Bills and Claims

City of Casper

03-Feb-16 to 16-Feb-16

## WY. DEPT. OF WORKFORCE SVCS.

RIN#0026314 UNEMPLOYMENT INSURANCE

\$673.05

**\$673.05** Subtotal for Dept. Sewer

RIN#0026314 UNEMPLOYMENT INSURANCE

\$2,043.21

**\$2,043.21** Subtotal for Dept. Water

**\$7,248.77** Subtotal for Vendor

## WY. LAW ENFORCEMENT ACADEMY

S-9443 TRAINING

\$1,000.00

**\$1,000.00** Subtotal for Dept. Communications Center

U-9475 TRAINING

\$250.00

S-9463 TRAINING

\$250.00

**\$500.00** Subtotal for Dept. Police

**\$1,500.00** Subtotal for Vendor

## WYCOMP, INC.

RIN0026303 LAB TESTING - SAMPLING

\$1,344.00

**\$1,344.00** Subtotal for Dept. Water Treatment Plant

**\$1,344.00** Subtotal for Vendor

**Grand Total**

**\$2,678,807.61**

Approved By:

On:

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 02/16/16

**Payroll Disbursements**

2/8/16	FIRE PAYROLL	\$ 165,177.06
2/8/16	BENEFITS & DEDUCTIONS	\$ 28,711.41
2/11/16	CITY PAYROLL	\$ 1,209,265.84
2/11/16	BENEFITS & DEDUCTIONS	\$ 217,164.19

	<b>Total Payroll</b>	<u><u>\$ 1,620,318.50</u></u>
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**Additional Fees**

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

	<b>Total Additional AP</b>	<u><u>\$ -</u></u>
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February 3, 2016

MEMO TO: V.H. McDonald, City Manager   
FROM: Cassia Smith, Budget Administrator  
SUBJECT: Establishing a Date of Public Hearing for Fiscal Year 2016  
Budget Adjustments

Recommendation:

That Council, by minute action, establish March 1, 2016, as the date of public hearing for consideration of Fiscal Year 2016 budget adjustments.

Summary:

The Wyoming Uniform Municipal Fiscal Procedures Act prohibits the expenditure of any money in excess of the amounts provided in the budget for each City cost center. In order to comply with this requirement, the Act allows adjusting budgets, when necessary.

Historically, if needed, a mid-year adjustment is presented to Council for capital items, i.e. equipment, buildings, improvements other than buildings, etc. Then in June a second adjustment is presented, again if needed, for operating budget adjustments. The second adjustment request may include capital items.

In order to comply with the aforementioned statutory requirements, it is necessary that the City Council establish a date of public hearing where all persons may voice their opinion both in verbal and written form. It is recommended that the public hearing be set, by minute action, for March 1, 2016.

City management staff is currently completing review of the estimated expenditures for FY 2016 and, if necessary, will present a request to adjust the FY 2016 Budget which will be presented to the City Council for consideration at the public hearing.

February 3, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey L. Belser, Support Services Director   
Linda Carlson, Finance Manager   
Carla Mills-Laatsch, Customer Service Supervisor 

SUBJECT: Establish Public Hearing for the Renewal of Retail Liquor License No. 21, Modern Electric Co., located at 246 West First Street.

Recommendation:

That Council, by minute action, establish March 1, 2016, as the Public Hearing date for the consideration for the renewal of Retail Liquor License No. 21, Modern Electric Co., located at 246 West First Street.

Summary:

An application has been received for the renewal of Retail Liquor License No. 21, Modern Electric Co., located at 246 West First Street. This Liquor License was not able to be renewed on February 16, 2016 due to the requirements for publication by Municipal Code 5.08.070 stating, "When an application for a license, special malt beverage permit, renewal, expansion or any transfer of location or ownership thereof has been filed with the city clerk, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale, and publish the notice in a newspaper of local circulation once a week for four consecutive weeks."

Retail Liquor License No. 21 has conditions and restrictions (see attached) that will remain in effect.

The State of Wyoming Liquor Division will duly review the application. The Fire Department, Planning and Community Development, and the Health Department will review this business and address.

As required by Municipal Code, a notice is being published in a local newspaper once a week for four consecutive weeks. As required by State Statute it is being advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).

# RETAIL LIQUOR LICENSE NO. 21 SANDBAR LOUNGE

## CONDITIONS AND RESTRICTIONS

April 2011

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 21 AND ANY OWNERS(S) OR SUCCESSORS(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNERS OR OWNERS THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHERWISE REMOVED OR RESEDED BY FORMAL ACTIONS BY THE CASPER CITY COUNCIL

1. The Casper City Council has approved the use of an outside patio serving area for the location of Retail Liquor License Number 21, which patio serving area shall be subject to the following conditions and restrictions:
  - a. Prior to allowing the serving of alcoholic beverages in the patio area, two approved exits and panic hardware shall be installed *and maintained in working order for the duration that the patio is in use*, at the exit doors or gates, which much be at least 36 feet apart.
  - ~~b. The patio area will be closed no later than 10:00 p.m.~~ Rescinded July 2012
  - c. The patio area, when it is open to the public, shall be staffed at all times.
  - d. Because the patio area encompasses two existing exits from the building, the patio area will be illuminated at all times when the building is occupied, even though the patio area may be closed.
  - e. There will be no cooking or storage in the patio area.
  - f. The owners(s) will be responsible for monitoring and cleaning the parking lot located at the northeast corner of West 1st and North Ash Streets.
  - g. The owners(s) will be responsible for monitoring and cleaning the parking lot located immediately to the south side of the Lenhart, Mason & Associates, LLC office building, located at 135 North Ash Street.
  - h. The owners(s) shall post signs requesting their patrons to refrain from parking in nearby private lots, or risk the chance of being towed.
  - i. The approval of the use of this outside patio serving area can be revoked at any time, at Council's sole discretion
2. Rodger Hessler, or any corporation or other entity in which he may have or hold and interest shall not have any ownership or other legal interest or to Retail Liquor License Number 21, or have any relationship as a partner, stockholder, manager, employee or otherwise with any license transferee except as provided in Paragraph 3 below.

3. The Parties acknowledge that Sandbar, Inc, owns the building and associated real property located at 100 North Ash, Casper, Wyoming, the current location of Retail Liquor License Number 21, and that Sandbar, Inc. may be leasing, or otherwise selling this real property to a future transferee of Retail Liquor License Number 21. Nothing herein contained shall be construed to prevent Sandbar, Inc., or Rodger Hessler, as the 100% stockholder thereof from leasing or otherwise selling said real property by contract for deed or by and through a note-mortgage transaction whereby Sandbar, Inc. or Rodger Hessler would be the Mortgagee thereunder. PROVIDED HOWEVER, in no event shall the consideration for any such sale or other transfer of the premises, by lease or otherwise be based upon a percentage of the revenue derived from sale of alcoholic or malt beverages under Retail Liquor Licenses Number 21 by the new transferee thereof.
4. Any violation of these Conditions and Restrictions shall entitle the City Council, upon notice and hearing, to revoke Retail Liquor License Number 21.

February 10, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Tracey L. Belser, Support Services Director   
Linda Carlson, Finance Manager   
Carla Mills-Laatsch, Customer Service Supervisor 

SUBJECT: Establish Public Hearing for Transfer of Ownership Retail Liquor License No. 1.

Recommendation:

That Council, by minute action, establish March 1, 2016, as the Public Hearing date for the consideration of a Transfer of Ownership for Retail Liquor License No. 1 from Tin Shack, LLC., d.b.a Poplar Wine and Spirits, located at 1016 South Poplar, to Moka Ranch, LLC., d.b.a Poplar Wine and Spirits, located at 1016 South Poplar.

Summary:

An application has been received for a Transfer of Ownership for Retail Liquor License No. 1 from Tin Shack, LLC., d.b.a Poplar Wine and Spirits, located at 1016 South Poplar, to Moka Ranch, LLC., d.b.a Poplar Wine and Spirits, located at 1016 South Poplar. If this is granted it will take effect April 1, 2016.

The State of Wyoming Liquor Division will duly review the application. The Fire Department, Planning and Community Development, and the Health Department will review this business and address.

As required by Municipal Code, a notice is being published in a local newspaper once a week for four consecutive weeks. As required by State Statute it is being advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).

February 10, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establish March 1, 2016, as Public Hearing Date for consideration of an annexation and plat creating La Hacienda Addition, and the zoning of said La Hacienda Addition as C-2 (General Business).

Recommendation:

That Council, by minute action, establish March 1, 2016, as the public hearing date for consideration of the annexation and plat creating La Hacienda Addition; and the zoning of said La Hacienda Addition as C-2 (General Business).

Summary:

An application has been received to annex and plat 0.471 acres, more or less, located at the intersection of East 1<sup>st</sup> Street and South Jefferson Street, to create La Hacienda Addition subdivision. The applicant has applied for C-2 (General Business) zoning for the subdivision. The subject property is surrounded by properties predominately zoned C-2 (General Business), but also OB (Office Business) to the east, and C-4 (Highway Business) to the west. Land uses in the immediate area include highway commercial properties, auto dealerships, and neighborhood service oriented properties. Access to the subdivision will be via East 1<sup>st</sup> Street and East Collins Drive. The proposed plat is creating one (1) lot. The future plans for the property are the development of a restaurant.

The Planning and Zoning Commission recommended approval of the annexation, plat and zoning after a public hearing on January 21, 2016. There were no public comments received.

February 10, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establish March 1, 2016, as Public Hearing Date for consideration of the annexation, plat and zoning creating the Heritage Hills Addition No. 5.

Recommendation:

That Council, by minute action, establish March 1, 2016, as the public hearing date for consideration of the annexation, plat and zoning creating Heritage Hills Addition No. 5.

Summary:

Integrity Building Group, LLC has applied to annex 41.76-acres, more or less, located south of the current terminus of South Beverly Street at future East 28<sup>th</sup> Street, to create the Heritage Hills Addition No. 5. The plat is creating a total of one hundred fifty three (153) residential lots. Forty-eight (48) of the lots, located in the west/central portion of the plat, are proposed to be R-3 (One to Four Unit Residential) zoning, with the balance of the subdivision being proposed for R-2 (One Unit Residential) zoning. The property is currently undeveloped County land, and is contiguous with the Casper City limits along the northern boundary. The minimum lot size in both the R-2 (One Unit Residential) and the R-3 (One to Four Unit Residential) districts are 4,000 square feet, and all proposed lots exceed the minimum requirement.

The Planning and Zoning Commission recommended approval of the annexation, plat and zoning after a public hearing on January 21, 2016. There were no public comments received.

February 10, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establish March 1, 2016, as Public Hearing Date for consideration of a replat creating Heritage Hills Addition No. 4

Recommendation:

That Council, by minute action, establish March 1, 2016, as the public hearing date for consideration of a replat creating Heritage Hills Addition No. 4.

Summary:

Integrity Building Group, LLC has applied to replat 8.6-acres, described as Lots 10, 11, 12, 14, 15, 16, a portion of Hope Street, and Tract A of Heritage Hills No. 3, to create the Heritage Hills Addition No. 4. The property is currently undeveloped, and is zoned R-2 (One Unit Residential). Land uses in the immediate area are all single-family residential, County land, and undeveloped, but platted, City land. The proposed plat is creating twenty-eight (28) residential lots. The proposed lots range in size from 7,676 square feet up to 17,875 square feet. The minimum lot size in the R-2 zoning district is 4,000 square feet.

The Planning and Zoning Commission recommended approval of the replat after a public hearing on January 21, 2016. There were no public comments received.

February 5, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Assistant City Manager   
Andrew Nelson, Metropolitan Planning Manager 

SUBJECT: Establish March 1, 2016, as the public hearing date for consideration of the sale of the 2006 Ford Paratransit Bus to the Natrona County Sheriff's Office.

Recommendation:

That Council, by minute action, establish March 1, 2016, as the public hearing date for the consideration of the sale of the 2006 Ford Paratransit Bus (Unit #230058) to the Natrona County Sheriff's Office for \$25.00.

Summary:

Staff proposes to sell one of the reserve transit buses after acquiring a replacement vehicle. The Natrona County Sheriff's Office approached MPO staff approximately six months ago requesting a vehicle be transferred to their Negotiations team because their vehicles they have previously used are too small. The Sheriff's Office will strip the interior of the bus and turn it into a working mobile negotiations office that can deploy in the Casper area.

February 10, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establishing April 19, 2016, as Public Hearing Date for the consideration of annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of La Hacienda Addition complies with W.S. §15-1-402.

Recommendation:

That Council, by minute action, establish April 19, 2016, as the date of the public hearing to determine if the annexation of La Hacienda Addition complies with W.S. §15-1-402.

Summary:

Pursuant to the Wyoming Statutes pertaining to annexations, as amended July 1, 2001, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept the annexation report that will be prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

An application has been received to annex and plat 0.471 acres, more or less, located at the intersection of East 1<sup>st</sup> Street and South Jefferson Street, to create La Hacienda Addition subdivision. The applicant has applied for C-2 (General Business) zoning for the subdivision. The subject property is surrounded by properties predominately zoned C-2 (General Business), but also OB (Office Business) to the east, and C-4 (Highway Business) to the west. Land uses in the immediate area include highway commercial properties, auto dealerships, and neighborhood service oriented properties. Access to the subdivision will be via East 1<sup>st</sup> Street and East Collins Drive. The proposed plat is creating one (1) lot. The future plans for the property are the development of a restaurant.

The Planning and Zoning Commission recommended approval of the annexation, plat and zoning after a public hearing on January 21, 2016. There were no public comments received at the public hearing.

February 16, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Tracey L Belser, Assistant City Manager *TLB*  
Linda Carlson, Finance Division Manager *LC*  
Carla Mills-Laatsch, Customer Service Supervisor *CL*

SUBJECT: Annual Renewal of Liquor Licenses

Recommendation:

That Council, by minute action, authorize the annual renewal of all currently issued liquor licenses, contingent upon compliance with all other applicable codes, and with the stipulations and conditions previously placed on Retail Liquor License Nos. 6, 21 and 36.

Summary:

State Statutes require that the City Council hold a public hearing each year prior to the renewal of City issued liquor licenses (complete list attached). This gives the public an opportunity to address City Council with any concerns they might have regarding the operation and management of a given establishment. It also affords City Council an opportunity to have certain liquor establishments appear and address any questions that City Council might have.

All liquor license applications must be certified as being complete by the Liquor Division of the Wyoming Department of Revenue. The Division has certified all 2016-2017 licenses applications as being complete.

**Police Report for 2015**

The Casper Police Department has compiled a report of all calls for service at the address of all City licenses liquor dealers' establishments in calendar year 2015. The Casper Police Department presented the report directly to City Council at the February 9, 2016 work session.

The following establishments had no Casper Police Department calls for service in 2015

- Botticelli Restaurant – Restaurant No. 4
- The Shrine Club – Limited Retail No. 4
- The Fort Saloon N' Eatery – Bar & Grill No. 7
- Wyoming State Brewing Company – Microbrew No. 1

No establishments accrued the designated minimum number of points to merit suspension of their liquor license.

## Licenses with Stipulations

Unless removed by the City Council, for the 2016-2017 license year the following licenses will retain the existing stipulations placed upon them:

Retail Liquor License No. 6, Frosty Bev LLC, d.b.a. **Frosty Liquor**, has stipulations and conditions put in effect by the City Council and are attached to their liquor license. Stipulation 1.b regarding patio hours was rescinded by Council in 2012 upon request of the license holder.

Retail Liquor License No. 21, was transferred to **Modern Electric Co.** on February 2, 2016, and will be heard for renewal on March 1, 2016. The conditions and restrictions (see attached) transferred to the new holder of this license. This license was not able to be renewed on February 16, 2016 due to the advertising requirements by Municipal Code 5.08.070 stating “when an application for a license, special malt beverage permit, renewal, expansion or any transfer of location or ownership thereof has been filed with the city clerk, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale, and publish the notice in a newspaper of local circulation once a week for four consecutive weeks.”

Retail Liquor License No. 36, **Urban Market Wines, LLC**, d.b.a. Urban Bottle, has stipulations and conditions put in effect by the City Council and are attached to their liquor license. Midwest Market Restaurant License No. 11, located at 319 West Midwest, was relinquished to City of Casper on August 13, 2015 and Bar and Grill No. 8, located at 319 West Midwest was awarded to Marco Coal Fire Pizza on September 2, 2015.

## Assessed Demerit Points

Casper Municipal Code 5.08.190.C requires reporting of assessed demerit points to the City Council at renewal. Although various liquor license holders, their employees, agents or third parties for certain charges, were convicted of a listed offense and consequently acquired demerit points (below), no holders accumulated enough points to be subject to suspension or revocation as provided by Code.

The following is a summary of the assessed demerit points as furnished by the Casper Police Department.

Establishment	License Type	Date	Disposition	Demerit Points	Offense
Buffalo Wild Wings	Bar & Grill	2/9/2015	Pled Guilty	25	Sale to minor
Famous Dave's Bar-B-Que	Bar & Grill	2/9/2015	Suspended	0	Sale to minor
J's Pub & Grill	Bar & Grill	6/18/2015	Pled Guilty	25	Sale to minor
Parkway Plaza	Resort	2/9/2015	Pled Guilty	25	Sale to minor
Holiday Inn	Resort	5/11/2015	Dismissed	0	Sale to minor
La Cocina	Restaurant	2/9/2015	Pled Guilty	25	Sale to minor

Pizza Hut No 238	Restaurant	6/18/2015	Pled Guilty	25	Sale to minor
Pizza Hut No 238	Restaurant	6/18/2015	Pled Guilty	25	Sale to minor
The Keg & Cork	Retail	2/9/2015	No Contest	25	Sale to minor
Fire Rock Steakhouse	Retail	2/9/2015	Suspended	0	Sale to minor
Armor's Restaurant	Retail	6/18/2015	Pled Guilty	25	Sale to minor
Galles Liquor Mart	Retail	6/18/2015	Pled Guilty	25	Sale to minor
Three Crowns Golf Club	Limited Retail	6/18/2015	Pending	0	Sale to minor
The 19 <sup>th</sup> Hole	Limited Retail	6/18/2015	Pending	0	Sale to minor

Famous Dave's Bar-B-Que and Fire Rock Steakhouse received a deferral on the offense and did not receive any demerit points upon completion of six months with no further infractions. Three Crowns Golf Club has a court date for February 25, 2016 and The 19<sup>th</sup> Hole has a court date for February 23, 2016 for resolution of these matters.

### **Disclosed Felony and Alcohol Related Violations**

Any applicant that is an individual, partner, officer of a club, or stockholder holder, either jointly or severally, owning ten percent (10%) or more of the outstanding and issued capital stock of the corporations, limited liability company, limited liability partnership, or limited partnership, and every officer and every director are required to disclose if they have been convicted of a felony violation or a violation related to alcoholic liquor or malt beverages.

One individual listed on the 2016-2017 applications disclosed they had alcohol related convictions. However, in contacting this applicant and verifying with the Casper Police Department the individuals' convictions were over ten (10) years old. Wyoming Statutes require disclosure of convictions within ten (10) years prior to filing of the application. Consequently, the individual would not have needed to make the disclosure in that the conviction is irrelevant to the renewal process relevant to State law.

### **Restaurant and Bar & Grill Licenses – Food Service Requirements**

Casper Municipal Code Sections 5.08.260 and 5.08.285 requires the applicant for a Restaurant Liquor License or a Bar & Grill Liquor License, to satisfy the City Council that the primary source of revenue from the operation of the restaurant be derived from food services and not from the sale of alcoholic liquor or malt beverages. City Council shall condition renewal of the licenses upon a requirement that not less than sixty percent (60%) of gross sales from the preceding twelve months' operations of a licensed restaurant or bar & grill, as reported by the applicant, be derived from food services.

From the review of all applications, based on the information for the past twelve month period submitted by the applicants for restaurant liquor licenses or bar & grill licenses, the percent of food sales of each license holder exceeded sixty percent (60%) of gross sales.

### **Non-operational or "Parked" Licenses**

An owner or holder can maintain a license in an inactive or ‘parked’ status for two years without having a functional physical building and not purchasing annually the required minimum amount of alcohol. Upon showing good cause by the licensee, the Council may grant an extension of up to one year for the business or enterprise of the licensee to become operational or open for business.

Current parked licenses are:

Retail Liquor License No. 36, **Urban Market Wines, LLC**, d.b.a. Urban Bottle, located at 319 West Midwest Ave. This license can remain parked until May 6, 2016, after which either the one-year extension would need to be sought or the license ownership transferred. This building is currently being remodeled and the opening date is set for April of 2016.

Retail Liquor License No. 5, **Lucky 95, LLC.**, located at 134 North Center Street. This license can remain non-operational until January 6, 2018, after which either the one-year extension would need to be sought or the license ownership transferred.

Retail Liquor License No. 8, **Z – Financial Administration Management, Inc.**, located at 1121 Wilkins Circle. This license can remain non-operational until October 22, 2016, after which either the one-year extension would need to be sought or the license ownership transferred.

Retail Liquor License No. 21, **Modern Electric Co.**, located at 246 West First Street. This license can remain non-operational until February 3, 2018, after which either the one-year extension would need to be sought or the license ownership transferred.

Neither holder of Retail Liquor License No. 8 nor No. 36 has requested an extension in addition to the initial two year non-operational period.

After the public hearing, if City Council renews the liquor licenses, all renewed licenses will be effective for April 1, 2016, the beginning of the 2016-2017 license year. Retail Liquor License No. 21, Modern Electric Co., which will be heard for renewal on March 1, 2016, will also be effective April 1, 2016 for the next licensing year.

**CITY OF CASPER**  
**RETAIL LIQUOR LICENSES**  
**APRIL 1, 2016 - MARCH 31, 2017**

<b>NO.</b>	<b>NAME</b>	<b>DBA</b>	<b>LOCATION</b>
1	Tin Shack	Poplar Wine & Spirits	1016 S Poplar
2	Red Lobster Hospitality, LLC	Red Lobster	5010 E 2nd Street
3	Poor Boy's Holdings, LLC	Poor Boy's Steakhouse	739 N Center St
4	MishMash, Inc.	Karen & Jim's	520 South Ash
5	Lucky 95, LLC ( <i>Parked</i> )	N/A	134 N Center Street
6	Frosty Bev, LLC	Frosty Liquor	520 S Center
7	Forward Development, LLC	Forward Development	441 Landmark Drive
8	Z-Financial Administration & Management, INC ( <i>Parked</i> )	Z-Financial Administration & Management, INC	1121 Wilkins Circle
9	Smith's Food & Drug Centers	Smith's #185 (PO Box 40141, 82604)	2405 CY Ave
10	Armor's Restaurant, Inc.	Armor's Restaurant	3422 S Energy Ln
11	Partytime, Inc.	Partytime Liquors	1335 S McKinley
12	Firerock Hospitality, LLC	Firerock Steakhouse	6100 East 2nd St
13	The Keg & Cork, Inc.	Keg & Cork	5371 Blackmore Rd
14	R & M Development Co, Inc	BW Ramkota	800 N Poplar
15	D & D Liquors	Dorn's Fireside Lounge	1745 CY Avenue
16	Albertsons LLC	Albertson's #2062	2625 E 2nd Street
17	L & L Liquors, Inc	Liquor Shed	240 S Wyoming Blvd
18	Casper Hospitality Group, LLC	Wonder Bar	256 S Center St
19	Ridley's Family Markets, INC	Ridley's Family Markets	1375 CY Ave
20	Walmart	Walmart Store #3778	4255 CY Ave
21	Modern Electric Co. ( <i>Parked</i> )	N/A	246 West First Street
22	Wyoming Spirits, LLC	2nd Street Liquor & Wine	939 East 2nd St Ste 400
23	Johnson Restaurant Group, Inc.	CY Discount Liquor	840 CY Avenue
24	Alibi Bar & Lounge, Inc	Alibi Bar & Lounge	1740 E Yellowstone
25	Albertsons Liquors, Inc.	Albertson's #2060	1076 CY Avenue
26	Wyoming Novelty Co	TJ's Bar & Grill	2024 CY Avenue
27	Alrog, Inc.	Moonlight Liquors	2305 E 12th St
28	Sunrise Center, LLC	Prime Time	4370 S Poplar
29	Mountain West Sales, Inc.	Galles Liquor Mart	748 E Yellowstone
30	Gold Crown, LLC	Paradise Valley Liquors	401 Valley Dr
31	Sam's West, Inc.	Sam's Club #6425	4600 East 2nd St
32	Western States Inc	Ramada Plaza Riverside	300 West F St
33	Moyle Petroleum	Outlet Liquor & Tobacco	627 North Poplar
34	Dorsey Van Galloway	El-Marko Lanes/Galloway's Irish Pub & Eatery	2800 CY Ave
35	City of Casper	Casper Events Center	1 Events Drive
36	Urban Market Wines LLC ( <i>Parked</i> )	Urban Bottle	319 West Midwest Ave

**CITY OF CASPER**

**RESTAURANT LIQUOR LICENSES**

**APRIL 1, 2016 - MARCH 31, 2017**

<b>NO.</b>	<b>NAME</b>	<b>DBA</b>	<b>LOCATION</b>
1	Colvin Properties, LLC	Pizza Hut #239	3741 E 2nd St
2	Wagons West Management LLC	Pizza Ranch - Casper	5011 E 2nd St
5	Bosco's Inc	Bosco's	847 E 'A' St
7	Charles Tyrrel	Charlie T's Pizzeria	112 E 2nd St
8	High Plains Pizza Inc	Pizza Hut #238	3738 CY Ave
9	Shogun Steak House Inc	Shogun Japanese Steak House	3095 Talon Dr Ste#400
10	Los Espinos Inc	La Costa Mexican Restaurant	1600 E 2nd St
13	Moreno And Moreno LLC	Guadalajara Mexican Restaurant	3350 CY Ave
14	JS Chinese Restaurant LLC	JS Chinese	116 W 2nd St
17	Childs Corp	La Cocina Mexican Restaurant	321 E 'E' St
18	Juan Rosales	Don Juan's Mexican Restaurant	144 S Center St
19	KET LLC	Egginton's	229 E 2nd St
20	OC Casper LLC	Old Chicago	3580 E 2nd St
21	House of Sushi Inc	House of Sushi	260 S Center St
22	Uncle Freddie's of Wyoming Inc	Sanford's Grub & Pub	61 S E Wyoming Blvd
23	Alejandro Rosales	Taco's Mexico	2771A E 12th St
24	Rena's Lime Leaf Asian Bistro Inc	Lime Leaf Asian Bistro	845 E 2nd St
25	Wonderful House 3 Inc	Wonderful House 3 Restaurant	221 Montana Ave
26	Chopstix Asian Bistro Casper Inc	Chopstix Asian Bistro Casper	1937 E 2nd St
29	JJM CW Hospitality Inc	Denny's Dinner	4220 Hospitality Ln
30	Energy Catering	Flat Iron Grill	3400 E 2nd St

CITY OF CASPER			
LIMITED RETAIL LIQUOR LICENSES			
APRIL 1, 2016 - MARCH 31, 2017			
NO.	NAME	DBA	LOCATION
1	BPO ELKS #1353	Elks Lodge #1353	108 E 7th Street
2	Fraternal Order of Eagles #306	Eagles Lodge	306 N Durbin St
4	Casper Shrine Club	Shrine Club	1501 W 39th Ave
5	Casper Petroleum Club Inc	Casper Petroleum Club	1301 Wilkins Circle
6	Casper Mustang Post VFW 10677	VFW Post 10677	420 N Elk St
8	Casper VFW Memorial Post 9439	Casper VFW Memorial Post 9439	1800 Bryan Stock Trail
9	Cabin Creek Golf, LLC	Paradise Valley Country Club	70 Magnolia
10	Three Crowns, LLC	Three Crowns Golf Club	1601 King Blvd
11	City of Casper	The 19th Hole	2120 Allendale Blvd

**CITY OF CASPER**

**MICROBREWERIES - APRIL 1, 2016 - MARCH 31, 2017**

NO.	NAME	DBA	LOCATION
1	Wyoming State Brewing Company, LLC	Wyoming State Brewing Co	256 South Center St
2	OC Casper, LLC	Old Chicago	3580 E 2nd St

**RESORT LIQUOR LICENSES- APRIL 1, 2016 - MARCH 31, 2017**

NO.	NAME	DBA	LOCATION
1	Jai Jai Mata Wy Hospitality Inc	Hilton Garden Inn	1150 North Poplar Dr
2	Casper Inn, LLC	Holiday Inn	721 Granite Peak Dr
3	CRU Casper LLC	Parkway Plaza Hotel & Convention Centre	123 W 'E' Street
4	Casper Hospitality LLC	Courtyard by Marriott	4260 Hospitality Lane

**BAR & GRILL APRIL 1, 2016 - MARCH 31, 2017**

NO.	NAME	DBA	LOCATION
1	Asian Fusion, LLC	Dsasumo	320 W 1st St
2	WYO-MEX, I, Inc.	On The Border	71 SE Wyoming Blvd
3	OG of Casper, Inc.	The Olive Garden Italian Restaurant #1828	5070 East 2nd Street
4	Casper Dave's LLC	Famous Dave's Bar-B-Que	5900 E 2nd Street
5	Johnny J's Bar & Grill LLC	J's Pub & Grill	3201 SW WY Blvd
6	Screamin' Hot Wyoming LLC	Buffalo Wild Wings	5071 E 2nd Street
7	Ujvary Enterprises, LLC	The Fort Saloon N'Eatery	500 West 'F' St
8	Marco's Coal Fired Pizza	Racca's Pizzeria Napoletana	319 W Midwest St Unit A
	\$10,500/1st yr		
	\$3,000/Renewal		

**MANUFACTURER SATELLITE WINERY APRIL 1, 2016 - MARCH 31, 2017**

NO.	NAME	DBA	LOCATION
1	Table Mountain Vineyards, LLC	Table Mountain Vineyards	731 E 2nd St

# RETAIL LIQUOR LICENSE NO. 6 FROSTY'S LOUNGE

## CONDITIONS AND RESTRICTIONS

September 2011

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 6, AND ANY OWNER(S) OR SUCCESSOR(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNER(S) THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHERWISE REMOVED OR RECINDED BY FORMAL ACTION BY THE CASPER CITY COUNCIL.

1. Rodger Hessler, or any corporation or other entity in which he may have or hold and interest shall not have any ownership or other legal interest in or to Retail Liquor License Number 6, or have any relationship as a partner, stockholder, manager, employee or otherwise with the holder of or any license transferee except as provided in Paragraph 2 below.
2. The holder of Retail Liquor License Number 6 acknowledges that Sandbar, Inc., owns the building and associated real property located at 520 South Center Street, Casper, Wyoming, the current location of Retail Liquor License Number 6, and that Sandbar, Inc. may be leasing, or otherwise selling this real property to the holder of or a future transferee of Retail Liquor License Number 6. Nothing herein contained shall be construed to prevent Sandbar, Inc., or Rodger Hessler, from leasing or otherwise selling said real property by contract for deed or by and through a note-mortgage transaction whereby Sandbar, Inc. or Rodger Hessler would be the Mortgagee thereunder. PROVIDED HOWEVER, in no event shall the consideration for any such sale or other transfer of the premises, by lease or otherwise be based upon a percentage of the revenue derived from sale of alcoholic or malt beverages under Retail Liquor Licenses Number 6.
3. Any violation of these Conditions and Restrictions shall entitle the City Council, upon notice and hearing, to revoke Retail Liquor License Number 6.

# RETAIL LIQUOR LICENSE NO. 21 SANDBAR LOUNGE

## CONDITIONS AND RESTRICTIONS

April 2011

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 21 AND ANY OWNERS(S) OR SUCCESSORS(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNERS OR OWNERS THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHERWISE REMOVED OR RESEDED BY FORMAL ACTIONS BY THE CASPER CITY COUNCIL

1. The Casper City Council has approved the use of an outside patio serving area for the location of Retail Liquor License Number 21, which patio serving area shall be subject to the following conditions and restrictions:
  - a. Prior to allowing the serving of alcoholic beverages in the patio area, two approved exits and panic hardware shall be installed *and maintained in working order for the duration that the patio is in use*, at the exit doors or gates, which must be at least 36 feet apart.
  - ~~b. The patio area will be closed no later than 10:00 p.m.~~ Rescinded July 2012
  - c. The patio area, when it is open to the public, shall be staffed at all times.
  - d. Because the patio area encompasses two existing exits from the building, the patio area will be illuminated at all times when the building is occupied, even though the patio area may be closed.
  - e. There will be no cooking or storage in the patio area.
  - f. The owners(s) will be responsible for monitoring and cleaning the parking lot located at the northeast corner of West 1st and North Ash Streets.
  - g. The owners(s) will be responsible for monitoring and cleaning the parking lot located immediately to the south side of the Lenhart, Mason & Associates, LLC office building, located at 135 North Ash Street.
  - h. The owners(s) shall post signs requesting their patrons to refrain from parking in nearby private lots, or risk the chance of being towed.
  - i. The approval of the use of this outside patio serving area can be revoked at any time, at Council's sole discretion
2. Rodger Hessler, or any corporation or other entity in which he may have or hold an interest shall not have any ownership or other legal interest in Retail Liquor License Number 21, or have any relationship as a partner, stockholder, manager, employee or otherwise with any license transferee except as provided in Paragraph 3 below.

3. The Parties acknowledge that Sandbar, Inc, owns the building and associated real property located at 100 North Ash, Casper, Wyoming, the current location of Retail Liquor License Number 21, and that Sandbar, Inc. may be leasing, or otherwise selling this real property to a future transferee of Retail Liquor License Number 21. Nothing herein contained shall be construed to prevent Sandbar, Inc., or Rodger Hessler, as the 100% stockholder thereof from leasing or otherwise selling said real property by contract for deed or by and through a note-mortgage transaction whereby Sandbar, Inc. or Rodger Hessler would be the Mortgagee thereunder. PROVIDED HOWEVER, in no event shall the consideration for any such sale or other transfer of the premises, by lease or otherwise be based upon a percentage of the revenue derived from sale of alcoholic or malt beverages under Retail Liquor Licenses Number 21 by the new transferee thereof.
4. Any violation of these Conditions and Restrictions shall entitle the City Council, upon notice and hearing, to revoke Retail Liquor License Number 21.

**RETAIL LIQUOR LICENSE NO. 36 URBAN MARKET WINES  
RESTAURANT LICENSE NO. 11 MIDWEST URBAN DEVELOPMENT**

**CONDITIONS AND RESTRICTIONS  
MAY 2014**

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 36 AND RESTAURANT LICENSE NUMBER 11 AND ANY OWNERS OR SUCCESSORS(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNERS(S) THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHERWISE REMOVED OR RESCINDED BY FORMAL ACTION BY THE CASPER CITY COUNCIL.

1. This Retail Liquor License shall be restricted to its use only at 319 West Midwest, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Retail Liquor License by the applicant, a subsequent purchaser or lessee of the real property from the applicant, or by operation of law, this Retail Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.
2. Additionally, in the event the applicant shall fail, for whatever reason, to acquire a fee simple interest in the adjacent property, as described in the Real Estate Purchase Agreement between the applicant and the City of Casper, within two (2) years of the date of Purchase Agreement, the City shall have the absolute right to revoke Retail Liquor License No. 36 at the end of this two (2) year purchase period. The applicant understands, and agrees to the City's right to revoke this Retail Liquor License pursuant to this condition, which shall survive the closing of the Purchase Agreement.
3. This Restaurant Liquor License shall be restricted to its use only on Lot 2, OYD No. 2 Subdivision to the City of Casper, Wyoming (the "real property"), 319 West Midwest, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Restaurant Liquor License by the applicant, a subsequent purchaser or lessee of the real property from the applicant, or by operation of law, this Restaurant Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.

**HEMBREE ADDITION NO. 2  
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Donald L. Hembree & Mary P. Hembree, Trustees of the Donald and Mary Hembree Family Trust Dated October 23, 1996, 2671 South Robertson Road, Casper, Wyoming 82604 ("Owner").

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat the Hembree Addition to create the Hembree Addition No. 2, located at 2671 South Robertson Road.
- C. A plat of Hembree Addition No. 2 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.
- D. The Hembree Addition Subdivision Agreement executed October 20, 2009, and recorded at the office of the Natrona County Clerk, Wyoming, as instrument number 899679 shall be superseded by this Agreement, and the Hembree Addition Subdivision Agreement shall be null and void, and of no further force or effect upon execution and recording of this agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

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

## SECTION 2 - OBLIGATIONS OF OWNER

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

### 2.1 Surveying:

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

### 2.2 Construction Sequence:

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

### 2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.
- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

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

### 2.4 Underground Utilities and Street Lights:

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

### 2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

the Public Services Director. Water line sizes shall be as determined by the Public Services Director.

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

sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.

- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

#### 2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

#### 2.10 Street and Traffic Signs and Controls:

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

#### 2.11 Security Requirements:

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

#### 2.12 Record Drawings:

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

shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

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

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

#### SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

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

Donald L. Hembree & Mary P.  
Hembree, Trustees of the Donald  
and Mary Hembree Family Trust  
Dated October 23, 1996  
2671 South Robertson Road  
Casper, Wyoming 82604

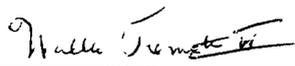
City of Casper  
Attn: Community Development Director  
200 North David  
Casper, WY 82601  
Fax: 307-235-8362

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
Clerk

\_\_\_\_\_  
Mayor



Please see previous page

WITNESS:

OWNER  
Donald L. Hembree & Mary P. Hembree  
Trustees of the Donald and Mary Hembree  
Family Trust Dated October 23, 1996

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

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

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

Donald L. Hembree

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

Trustee

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

Mary P. Hembree

Trustee

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ as the Mayor of the City of Casper.

(Seal, if any)

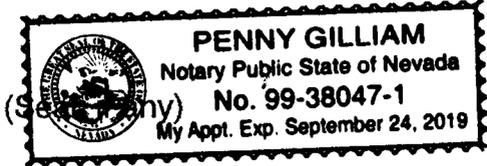
\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

Nevada  
STATE OF ~~WYOMING~~ )  
Clark ) ss.  
COUNTY OF ~~NATRONA~~ )

This instrument was acknowledged before me on this 2nd day of February, 2016 by Donald L. Hembree as Trustee of the Donald and Mary Hembree Family Trust Dated October 23, 1996.

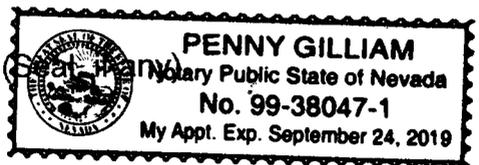


Penny Gilliam  
(Signature of notarial officer)  
Notary Public  
Title (and Rank)

[My Commission Expires: September 24th, 2019]

Nevada  
STATE OF ~~WYOMING~~ )  
Clark ) ss.  
COUNTY OF ~~NATRONA~~ )

This instrument was acknowledged before me on this 2nd day of February, 2016 by Mary P. Hembree as Trustee of the Donald and Mary Hembree Family Trust Dated October 23, 1996.



Penny Gilliam  
(Signature of notarial officer)  
Notary Public  
Title (and Rank)

[My Commission Expires: September 24th, 2019]

ORDINANCE NO. 1-16

AN ORDINANCE APPROVING A VACATION AND REPLAT CREATING THE HEMBREE ADDITION NO. 2; A SUBDIVISION AGREEMENT; AND ZONE CHANGE OF THE PROPOSED HEMBREE ADDITION NO. 2 SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to vacate and replat the Hembree Addition to create the Hembree Addition No. 2, located at 2671 South Robertson Road; and,

WHEREAS, an application has also been made to rezone all of the proposed Hembree Addition No. 2 from AG (Urban Agriculture) to R-2 (One Unit Residential); and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the replat upon third reading of this ordinance; and,

WHEREAS, this vacation and replat creating the Hembree Addition No. 2, and the rezoning of the same requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation and replat, and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the vacation and replat creating the Hembree Addition No. 2, the rezoning of the same from AG (Urban Agriculture) to R-2 (One Unit Residential), and the Hembree Addition No. 2 Subdivision Agreement should be approved.

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

SECTION 1:

The vacation and replat creating the Hembree Addition No. 2 and the Hembree Addition No. 2 Subdivision Agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 2:

That the zone change of the Hembree Addition No. 2 from AG (Urban Agriculture) to R-2 (One Unit Residential) is hereby approved.

SECTION 3:

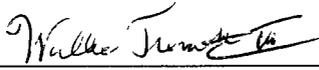
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 19<sup>th</sup> day of January, 2016.

PASSED on 2nd reading the 2<sup>nd</sup> day of February, 2016.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Daniel Sandoval  
Mayor

March 1, 2016

MEMO TO: His Honor, The Mayor, and Members of City Council   
FROM: Tracey Belser, Assistant City Manager   
SUBJECT: Amendment to the Employment Agreement with V.H. McDonald

Recommendation:

That Council, by resolution, authorize an Amendment to the Employment Agreement with V.H. McDonald, as the City Manager.

Summary:

For well over the past ten years, the City of Casper has provided division managers, department heads, the City Attorney and the City Manager with the benefit of having forty hours Administrative Leave. This benefit was inadvertently left out of the City Manager's Employment Agreement in November 2015. This Amendment will keep the forty (40) hours of Administrative Leave benefit consistent among City of Casper management. Since these hours are to be used during the calendar year and cannot be carried over or accumulated there is no fiscal impact.

A resolution has been prepared for Council's consideration.

AMENDMENT  
TO THE  
EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF CASPER  
AND  
V.H. MCDONALD

It is agreed that in the Employment Agreement between the City of Casper and V.H. McDonald, be amended to include the following:

The Employee shall be eligible for forty (40) hours of Administrative Leave each year in addition to other specified leave time. These hours are to be used during the calendar year and cannot be carried over or accumulated.

The Amendment, as described herein, is agreed to and accepted by the parties executing below:

For the City of Casper,

dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Daniel Sandoval

Title: Mayor

Attest: \_\_\_\_\_  
Tracey L. Belser

Title: City Clerk

For the Employee, V.H. McDonald,

dated this 12 day of February, 2016.

By: V.H. McDonald  
V.H. McDonald

Title: City Manager

Attest: Tracey L. Belser  
Tracey L. Belser

Title: City Clerk

RESOLUTION NO. 16-31

A RESOLUTION AUTHORIZING AMENDMENT  
TO CITY EMPLOYMENT AGREEMENT

WHEREAS, the City Council has determined it to be in its best interest to amend the Employment Agreement with V.H. McDonald to provide the City Manager with forty (40) hours of Administrative Leave each year in addition to other specified leave time. These hours are to be used during the calendar year and cannot be carried over or accumulated; and,

WHEREAS, The City Council's employees are the City Manager, City Attorney, and the Municipal Judges for which the City Council has the authority, with the consent of the employee, to amend their specific employment contracts; and,

WHEREAS, this amendment is necessary in order that the City Manager and the City Attorney's contracts are treated uniformly.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an amendment to the Employment Agreement with the City Manager to provide forty (40) hours of Administrative Leave each year in addition to other specified leave time.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

February 3, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey L. Belser, Support Services Director <sup>JB</sup>  
Linda Carlson, Finance Division Manager

SUBJECT: Professional Services Contract with Collection Center, Inc. of Wyoming.

Recommendation:

That Council, by resolution, authorize a professional services contract for third party collection agency services to Collection Center, Inc. of Wyoming.

Summary:

The City of Casper pursues third party collection efforts after internal collection efforts are exhausted. In transferring these accounts to a third party collection agency, the City of Casper fulfills its legal obligation to fully pursue all debts owed to the city.

Staff has found Collection Center, Inc. to be a reliable and trustworthy company that works hard to recover revenue. They have been in Wyoming for 93 years, have tenured employees, and have a large share of the Wyoming market. They have the ability to conduct nationwide collection activities and two of the largest hospitals in Casper are clients, which lends to the use of a larger customer database to share valued customer information during collection activity. Collection Center, Inc. has an online collection service for use by City of Casper staff and the customer, enhancing the communication line between all parties as well as encouraging our customer to make online payments.

A review of the industry standard rate obtained for collecting debt affirmed the overall average percent Collection Center, Inc. charges to the City of Casper (25%) is at the lower end of the industry standard rate (25%-30%). City of Casper paid a total of \$8,490.00 in charges to Collection Center, Inc. in 2015.

Collection Center, Inc. has recovered, on an average, 30% of the City of Casper's delinquent debt, a percentage above the industry standard (20%) for recovery of accounts in collection. Collection Center, Inc. collected \$30,900.00 of the \$104,300 debt placed with them, for the City of Casper, in 2015.

The City of Casper has had a solid working relationship with Collection Center, Inc. of Wyoming, since 2007, and with the history and facts mentioned above, it is recommended to continue the relationship at this time.

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 1<sup>st</sup> day of March, 2016, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Collection Center of Wyoming, a Wyoming corporation, whose address is 6<sup>th</sup> and Pine, P.O. Box 4000, Rawlins, WY 82301 (“Contractor”).

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

### RECITALS

- A. The City is undertaking a Third (3<sup>rd</sup>) Party Collection Agency Services Project, herein referred to as “Project”.
- B. The Project requires professional services for Third (3<sup>rd</sup>) Party Collection Agency Services.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

- a) Contractor will use all reasonable business practices to collect the past due accounts as assigned to and for recovery by City.
- b) Contractor shall maintain the following separate accounts for the City in which individuals’ or entities’ debts will be maintained:
  - General Accounts Receivable
  - Utilities
  - Municipal Court
  - Non-sufficient Fund Checks

- c) Contractor shall make a minimum of two written or telephone contacts for each account (unless the account clears sooner) within sixty (60) days of receipt of accounts.
- d) Contractor shall transfer one hundred percent of gross proceeds to the City and bill the firm's fees. (I.e. the amounts owed to the City and to the Contractor shall be clearly delineated and this separation will be clearly maintained in both the Contractor's data system and reports provided to the City.)
- e) Contractor shall make contacts with delinquent accounts under the name of the collection agency.
- f) Contractor shall submit status reports on a monthly basis and an annual report on a fiscal year based on July 1st through June 30<sup>th</sup>, reflecting the activity for the previous fiscal year. These reports shall include data for each account, detailing the amount of the current debt, money received, charges waived, interest charged, balance due and data of last payment. A bi-annual financial summary is also required showing "period to date" and "year to date" totals for pertinent information referencing accounts, i.e. these totals include all accounts paid in full, the net accounts receivable, and the total accounts listed with Contractor.
- g) Contractor shall separate any additional interest or penalty charges it assesses individual debtors' accounts from the original amount submitted by the City updated by any payments or additions applied to the account.
- h) Contractor shall accept automated or manual transfer of delinquent payment information from the city. It is expected that the contractor will work, at no additional cost, with the City to ensure accurate and timely transmission of data.
- i) Contractor shall guarantee the confidentiality, security, and safety of all files, documents, computer files, etc. Contractor shall agree to enter into a confidentiality agreement with the City, the form of which is attached as Exhibit A to this Contract.
- j) Contractor shall instruct consumers to submit payment to the collection agency. Any payments received by the City for accounts that have been transferred to the Contractor for collection activities will be forwarded to the Contractor. Contractor shall then transfer these funds to City as required by subparagraph (d) above.
- k) Contractor shall perform all work in accordance with the applicable provisions of the Federal Fair Debt Collection Practices Act, as well as all state and local laws and City staff direction.
- l) Contractor shall meet no less than quarterly with the City of Casper staff to discuss all services. The Contractor will also provide recommendations on how the City can reduce future bad debt. The City will provide overall guidance on

the conduct of the collections service, as it will reflect on the City's policies and reputation. The Contractor will agree to employ courteous business procedures to the end of maintaining the City's goodwill. The contractor shall provide updates to the City on changes in state and federal laws related to credit and collections as it becomes aware of such updates or changes.

- m) The Contractor will be fully responsible for maintaining accurate records of all correspondence, documents, accounting records, transactions and other relative evidence. These records shall remain on file for a period of at least seven (7) years. All records and books shall be made available to the City for review upon request.
- n) Any settlement of principal or charges shall be agreed upon between the Contractor and the City, prior to acceptance. The City shall support this in writing. No settlements or litigation can be taken without the express written consent of the City.
- o) Principal Contractor contact person will be Roger Autrey, CollectionCenter, Inc., PO Box 4000, Rawlins, WY 82301 and may be contacted at 800-864-4416.

2. TIME OF PERFORMANCE:

The term of this Contract shall be for a period of three (3) years, commencing on the 1<sup>st</sup> day of March, 2016. Provided, however, the City shall have the option to renew the contract for an additional one (1) year term, under the same terms and conditions as herein set forth, by giving the Contractor at least sixty (60) days written notice of City's intent to exercise the option prior to the end of the contract term or any renewal thereof. Notwithstanding the term of this Contract, the City reserves the right to terminate this Contract any time by providing thirty (30) days written notice to the Contractor of City's intent to terminate this Contract as provided in Part II of this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed as follows:

- a) Any account placed for collection that has never been placed with another collection agency will be collected at a commission of twenty-four (24) percent. This commission will increase to thirty-three and one-third (33 1/3) percent when litigation, with the prior written approval of the City, becomes necessary.
- b) Any Account that has been previously placed for collection with another agency (second placement) will be collected at a commission of forty (40) percent of monies collected. This commission will increase to fifty (50) percent when litigation, with the prior written approval of the City, becomes necessary.

All proposed commission rates will include full services – to include, but not limited to, skip tracking, credit reporting, and forwarding to an agency outside our effective area.

4. METHOD OF PAYMENT:

Payment will be paid following receipt of an itemized invoice of services rendered in conformance with the Contract, from the Contractor. Payments will be made following approval by the City Council.

5. CONFIDENTIALITY:

Contractor agrees to hold in confidence any and all information transmitted to it by City and Contractor shall not, under any circumstance, disclose, release, sell, assign, or otherwise transfer any such information in any form to any other individual or third party without the express written consent of the City. Contractor hereby agrees to notify City in writing of any request it may receive for any information described and set forth herein.

Any activities necessary to perform the normal functioning of the collection agency service such as credit reporting and skip tracing are exempt from this provision.

6. TERMS AND CONDITIONS:

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

7. EXTENT OF AGREEMENT:

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

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

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

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2016

APPROVED AS TO FORM:



ATTEST:

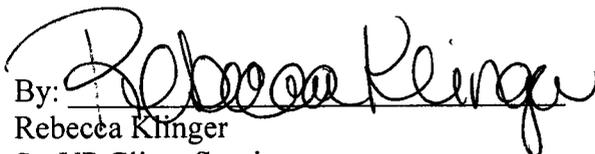
CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

ATTEST:

CONTRACTOR:  
Collection Center, Inc.  
6<sup>th</sup> and Pine  
P.O. Box 4000  
Rawlins, WY 82301

By:   
Rebecca Klinger  
Sr. VP Client Services

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II – GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

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

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

#### 2. CHANGES:

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

#### 3. ASSIGNABILITY:

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

#### 4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNERSHIP OF PROJECT MATERIALS:

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

7. FINDING CONFIDENTIAL:

All reports, information, data, etc., given to, or prepared or assembled by the Contractor under this Contract, shall be deemed confidential and none shall be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the Federal, State, or local governments. The Contractor shall provide the City with all necessary and current policy's set forth by the Federal government, evidencing compliance with such policy, and shall not trespass on any public or private property in performing any of the work embraced by the Contract.

A. Red Flag Identity Theft Policy

9. PERSONNEL:

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

10. SUB-CONTRACTOR:

The contractor shall not employ any Sub-Contractor to perform any services in the scope of this project, unless said Sub-Contractor is approved in writing by the City. Said Sub-Contractor shall be paid by the Contractor.

11. INSURANCE:

Prior to commencement of work, Contractor shall procure and at all times thereafter maintain, with insurer acceptable to the owner, the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of the Contract.

	<u>LIMITS</u>
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$500,000 Combined single unit
C. Professional Liability/Errors and Omissions	\$500,000

Contractor shall provide City with certificates evidencing such insurance as outlined above prior to beginning any work under this agreement. Such certificates shall provide the thirty (30) days advance written notice to City of cancellation, material change, reduction of coverage, or non-renewal, and shall list the City of Casper as an additional insured.

In addition, upon request by the City, Contractor shall provide City with copies of insurance policies and /or policy endorsements listing the City of Casper as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or contractor's obligations hereunder.

Contractor agrees to forever indemnify the City and hold it harmless from all liability for damage to property or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from negligence of the Contractor.

It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Contractor shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

The Contractor shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

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

13. GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO.16-32

A RESOLUTION AUTHORIZING A CONTRACT WITH COLLECTION CENTER, INC. OF WYOMING FOR THIRD PARTY COLLECTION AGENCY SERVICES.

WHEREAS, the City of Casper desires to contract for services related to third party collection agency service; and,

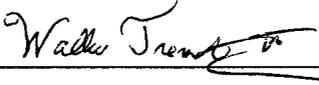
WHEREAS, Collection Center, Inc. of Wyoming, is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Collection Center, Inc. of Wyoming, for third party collection agency services, under terms and conditions more specifically delineated in the professional services contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project pursuant to the terms and conditions of the above described contract.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

February 3, 2016

MEMO TO: VH McDonald, City Manager  
FROM: Tracey Belser, Assistant City Manager *JB*  
Michael Szewczyk, IT Manager  
SUBJECT: Microsoft Enterprise Agreement

Recommendation:

That Council, by resolution, authorize a contract with Dell, Inc. for a three year Microsoft Licensing Enterprise Agreement.

Summary:

The City currently pays an annual amount of approximately \$40,320 for hosted email and SharePoint services. The Microsoft client access license portion of this procurement is anticipated to cost \$26,000. The combination of costs would total \$66,320. However, Microsoft offers a solution which combines these items into a single yearly subscription. By entering into an agreement for \$49,633 per year (for the first three years), the City would continue receiving its email and SharePoint services, along with server client licenses and two other products (Microsoft antivirus and Systems Configuration Manager). The chart below provides a cost comparison.

<b>Purchasing Model</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
Current				
- Office 365 (Email & SharePoint)	40,320	40,320	40,320	120,960
- Client Licenses	26,000	0	0	26,000
- Antivirus Software*	0	0	9,000	9,000
<b>Total Three Year Cost</b>				<b>155,960</b>
Proposed				
- Microsoft Enterprise Agreement	49,633	49,633	49,633	148,899
<b>Total Three Year Cost</b>				<b>148,899</b>

\* The City's current antivirus agreement expires in 2017.

\*\* Pricing is based on 560 users

Funding in the first year will come from a combination of departmental operating budgets and capital monies scheduled for Microsoft licensing. Future years will be incorporated into departmental operating budgets.

## Program Signature Form

MBA/MBSA number		
Agreement number	01E73705	

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-12057
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Enrollment Product Selection Form	X20-03622
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> City of Casper
<b>Signature*</b> _____
<b>Printed First and Last Name*</b> Daniel Sandoval
<b>Printed Title</b> Mayor
<b>Signature Date*</b>
<b>Tax ID</b>

\* indicates required field

Microsoft Affiliate
<b>Microsoft Corporation</b>
<b>Signature</b> _____ <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

Customer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

Outsourcer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

# Enterprise and Enterprise Subscription Enrollment Product Selection Form – State and Local

Enrollment Number  
 Microsoft to complete for initial term  
 Reseller to complete for renewal

**Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.**

**Enterprise Products.** Choose platform option: Custom Platform

Qualified Devices: 550

Qualified Users: 560

**Enterprise Online Services<sup>1</sup>**

**Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order.** Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products <sup>2</sup>	Quantity
<b>Office Professional Plus</b>	
Office Pro Plus	
Office Pro Plus for Office 365	
<b>Office 365 Plans<sup>1</sup></b>	
Office 365 (Plan E1)	560
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	
<b>Client Access License (CAL). Choose 1 Option.</b>	
<input checked="" type="checkbox"/> Core CAL, including Bridge CAL's (if applicable)	
Core CAL	
Core CAL Bridge for Office 365	560
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
<input type="checkbox"/> Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
<b>Windows Desktop</b>	
Windows OS Upgrade	
Windows VDA	
<b>Windows Intune</b>	
Windows Intune	
Windows Intune Add-on <sup>3</sup>	
<b>Other Enterprise Products</b>	
Microsoft Desktop Optimization Pack (MDOP) <sup>4</sup>	

If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:

- a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.
- b. In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

**Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):**

Products <sup>2</sup>
<input type="checkbox"/> Office Pro Plus for Office 365
<input type="checkbox"/> Office 365 (Plan E1)
<input type="checkbox"/> Office 365 (Plan E2)
<input type="checkbox"/> Office 365 (Plan E3)
<input type="checkbox"/> Office 365 (Plan E4)
<input type="checkbox"/> Enterprise CAL (ECAL) Step-up, including Bridge CALs
<input type="checkbox"/> Windows Intune
<input type="checkbox"/> Windows Intune Add-on <sup>3</sup>

**This form must be attached to a signature form to be valid.**

## Enterprise Enrollment

Enterprise Enrollment number  
(Microsoft to complete)


Previous Enrollment number  
(Reseller to complete)

## State and Local

Framework ID  
(if applicable)

--

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

## **Terms and Conditions**

### **1. Definitions.**

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

“Enterprise Online Service” means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

“Enterprise Product” means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

“Expiration Date” means the date upon which the Enrollment expires.

“Federal Agency” means a bureau, office, agency, department or other entity of the United States Government.

“Government” means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

“Government Community Cloud Services” means Microsoft Online Services that are provisioned in Microsoft’s multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

“Industry Device” (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) (“Industry Program”). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

“Managed Device” means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

“Qualified Device” means any device that is used by or for the benefit of Enrolled Affiliate’s Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate’s Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

“Reseller” means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“State/Local Entity” means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district,

or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Order requirements.**

- a. Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
  - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
  - (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered

prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
  - (ii) Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
  - (iii) Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.
  - (iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
    - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
    - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
    - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
  - (v) Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
  - (vi) True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due:
  - 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
  - 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
  - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### 3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

### 4. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

### 5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing

a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

**c. If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

**d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

**e. Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## **6. Government Community Cloud.**

**a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community

members may use Government Community Cloud Services.

- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i)** Government Community Cloud Services will be offered only within the United States.
  - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** City of Casper

**Contact name\* First** Chad **Last** Edwards

**Contact email address\*** cedwards@cityofcasperwy.com

**Street address\*** 200 N. David St.

**City\*** Casper

**State/Province\*** WY  
**Postal code\*** 82601-1815  
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\*** United States  
**Phone\*** 307-235-8400  
**Tax ID**  
*\* indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\*** **First**                      **Last**  
**Contact email address\***  
**Street address\***  
**City\***  
**State/Province\***  
**Postal code\***                      -  
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\***  
**Phone\***

**Language preference.** Choose the language for notices. English  
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.  
*\* indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*:** **First**                      **Last**  
**Contact email address\***  
**Phone\***

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.  
*\* indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** Dell Inc.  
**Street address (PO boxes will not be accepted)\*** One Dell Way  
**City\*** Round Rock  
**State/Province\*** TX  
**Postal code\*** 78682  
**Country\*** USA  
**Contact name\*** Government Contract Admin  
**Phone\*** 847-465-3700  
**Contact email address\*** US\_MS\_VL\_Admin@Dell.com  
*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<b>Signature*</b> _____ <b>Printed name*</b> <b>Printed title*</b> <b>Date*</b>
--

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

### **3. *Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

APPROVAL AS TO FORM

I have reviewed the attached *Contract with Dell, Inc.*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: February 5, 2016



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Wallace Trembath III  
Assistant City Attorney

RESOLUTION NO. 16-33

A RESOLUTION AUTHORIZING A CONTRACT WITH DELL, INC. TO ENTER INTO A MICROSOFT ENTERPRISE LICENSING AGREEMENT.

WHEREAS, the City of Casper desires to enter into Microsoft enterprise licensing agreement; and,

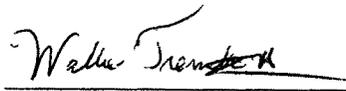
WHEREAS, DELL, Inc., located in Casper, Wyoming, is willing and able to provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with DELL, Inc., for Microsoft licensing.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement in an amount not to exceed One Hundred Forty Eight Thousand Eight Hundred Ninety Nine Dollars (\$148,899).

PASSED, APPROVED, AND ADOPTED on this 16th day of February, 2016.

APPROVED AS TO FORM:

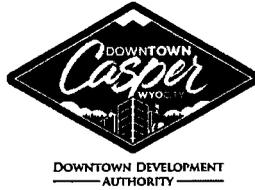
  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor



February 1, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Lindsey Pariscoff, DDA Project Coordinator

SUBJECT: Request for approval of Resolution of Support for a Wyoming Business Council Community Enhancement Grant Application in the amount of \$500,000.00

Recommendation:

That the Council approve a Resolution of Support for the Economic Development Joint Powers Board (EDJPB) Wyoming Business Council Community Enhancement Grant.

Summary:

The Downtown Development Authority (DDA) and the EDJPB are working together to write and submit a Wyoming Business Council Community Enhancement Grant Application. This application is for Phase 2 of David Street Station and will include land improvements, including a splash pad, amphitheater, ice rink and building.

The proposed project, David Street Station, is an events-driven public plaza in downtown and the Old Yellowstone District. The DDA through the EDJPB is applying for the Wyoming Business Council Community Enhancement Grant in the amount of \$500,000.00. In order to proceed with the EDJPB application sponsorship, the DDA will need a Resolution of Support from the City Council.

A Resolution of Support is prepared for Council's consideration.

**RESOLUTION NO. 16-34**

**A RESOLUTION SUPPORTING AN ENHANCEMENT GRANT FROM THE WYOMING BUSINESS COUNCIL BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM ON BEHALF OF THE CASPER-NATRONA COUNTY ECONOMIC DEVELOPMENT JOINT POWERS BOARD.**

**WITNESSETH**

**WHEREAS**, the Governing Body of the City of Casper (the “City”) is a member of the Casper-Natrona County Economic Development Joint Powers Board; and,

**WHEREAS**, the Governing Body of the City recognizes the need for an events driven public Plaza in the Casper downtown area (the “Downtown Public Plaza”), and,

**WHEREAS**, the public benefits of this project will be public gathering space for the community, increased revenue for the business and property owners located in downtown Casper and low cost or free events that will revitalize our community and the consideration is an increased revenue base for the downtown business and property owners; and,

**WHEREAS**, the grant application by the Casper-Natrona County Economic Joint Powers Board is for Phase 2 in the construction of the Downtown Public Plaza project; and,

**WHEREAS**, the City plans to provide a cash match for this grant in the sum of \$500,000, which will be allocated from the sum of \$3,000,000 previously committed by the City to the Casper Downtown Development Authority for this project, and,

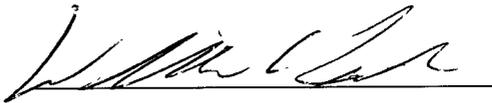
**WHEREAS**, the Business Ready Community Grant and Loan Program requires that certain criteria be met, as described in the Wyoming Business Council’s Rules governing the program, and to the best of the City’s knowledge this grant application meets those criteria; and,

**WHEREAS**, in the event of any project cost overruns, the Casper Downtown Development Authority has agreed to provide funding in the amount necessary to complete the project utilizing additional fundraising.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER:** That the Mayor is hereby authorized and directed to execute, and the City Clerk to Attest, this Resolution in support of a grant application submitted by the Casper-Natrona County Economic Development Joint Powers Board to the Wyoming Business Council, up to the amount of \$500,000, for the construction of a Downtown Public Plaza to be located in the City of Casper, County of Natrona, Wyoming as provided above.

PASSED, APPROVED AND ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

By: \_\_\_\_\_  
Daniel Sandoval, Mayor

CERTIFICATE

I, \_\_\_\_\_, hereby certify that the foregoing Resolution was adopted by the Casper City Council at the regular meeting of the City Council held on \_\_\_\_\_, and that the meeting was held according to law; and that said Resolution has been duly entered in the records of the City of Casper.

\_\_\_\_\_

February 8, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director <sup>LB</sup>  
Joy Clark, Community Development Technician <sup>JC</sup>

SUBJECT: Contract for Professional Services with Recycled Materials, LLC, for the Demolition of Buildings located at 221 N. Park and 600 E. "A" Street

Recommendation:

That Council, by resolution, authorize a contract for demolition services with Recycled Materials, LLC for the demolition of buildings located at 221 N. Park and 600 E. "A" Street, in the amount of \$19,975.00.

Summary:

The Central Wyoming Rescue Mission (CWRM) purchased the properties located at 221 N. Park Street and 600 E. "A" Street to build additional housing for the homeless, and low-income population of Casper. The existing two blighted buildings on the properties need to be demolished to make room for three to four, new modular housing units.

The City of Casper receives an annual Community Development Block Grant (CDBG) allocation from the U.S. Department of Housing and Urban Development (HUD) to fund a variety of activities in qualifying Census tracts, to include clearance and demolition projects to reduce blight influence and prevent deterioration of commercial and residential properties. The CWRM approached City staff to see if the demolition of the buildings on their properties would qualify under HUD's guidelines, and staff confirmed.

In accordance with CDBG requirements, three (3) bids were solicited for the demolition project:

Wayne Coleman Construction, Inc.	\$24,500.00
Robinson Contracting, Inc.	\$23,150.00
Recycled Materials, LLC.	\$19,975.00

The lowest and most responsible bidder was Recycled Materials, LLC. It has been confirmed that the contractor is ready and willing to do the project for the provided bid and within the timeframe provided in the Contract for Professional Services.

The funding for this Contract will come from HUD funding through the CDBG Clearance and Demolition Activity.

A resolution has been prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 18<sup>th</sup> day of January, 2016 by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Recycled Materials, LLC, PO Box 370, Casper, Wyoming 82602 ("Contractor").

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

### RECITALS

- A. The City is undertaking a project to perform the clearance of two (2) buildings located at 221 North Park and 600 East A Street, Casper, Wyoming.
- B. The project requires professional services for the demolition and removal of two (2) vacant buildings located at the above referenced addresses to enable the Central Wyoming Rescue Mission to construct additional housing units for homeless persons in the City of Casper.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

- A. Contractor will provide all permits and fees required to complete the project in accordance with federal, state, and local laws and regulations, including, but not limited to, International Building Code (IBC), Occupational Safety and Health Administration (OSHA), Department of Environmental Quality (DEQ), and City Codes.

B. Contractor will observe all asbestos, lead based paint handling requirements, and all other necessary abatement procedures, all in accordance with DEQ regulations.

C. Contractor shall oversee and coordinate the scheduling of work for all subcontractors.

D. Contractor will provide all labor, materials and equipment to demolish and dispose of both buildings located at 600 East A Street and 221 North Park Street, including all foundations, slabs and sidewalks, dead trees, fences and perform general clean-up of both lots.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 25<sup>th</sup> day of April, 2016.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Nineteen Thousand Nine Hundred Seventy Five Dollars (\$19,975.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

Walter Trumbull

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

WITNESS

CONTRACTOR  
Recycled Materials, LLC  
PO Box 370  
Casper, WY 82602

By: Joy Clark

By: Pete Peterson

Printed Name: Joy Clark

Printed Name: Pete Peterson

Title: Community Dev. Tech.

Title: Managing Member

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$1M/occurrence, \$2M aggregate

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Contractor shall provide City with copies of insurance policies and/or policy endorsements **listing the City as an additional insured**. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Contractor's obligations hereunder.

11.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Contractor.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Contractor shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Contractor shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only

parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO.16-35

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH RECYCLED MATERIALS, LLC FOR THE DEMOLITION OF TWO (2) BUILDINGS LOCATED AT 221 N. PARK STREET AND 600 E. "A" STREET.

WHEREAS, the City of Casper is qualified as a Community Development Block Grant (CDBG) Entitlement grantee; and,

WHEREAS, the City of Casper's annual CDBG entitlement allocation represents a source of capital to fund clearance and demolition activities to reduce blight influence and prevent deterioration of commercial, residential, and mixed use properties; and,

WHEREAS, the Central Wyoming Rescue Mission (CWRM) purchased the properties located at 221 N. Park Street and 600 E. "A" Street to build additional housing for the low-income population of Casper; and,

WHEREAS, the two blighted buildings located on the properties need to be demolished to make room for the new housing; and,

WHEREAS, the City of Casper desires to secure a demolition firm to demolish and remove the two blighted buildings located on the CWRM properties, in accordance with the approved CDBG project activities identified in the Annual Action Plan; and,

WHEREAS, Recycled Materials, LLC is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Recycled Materials, LLC, in the amount of Nineteen Thousand Nine Hundred Seventy Five Dollars (\$19,975.00) for services more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments, using appropriate funds, for each project approved under the Community Development Block Grant (CDBG) program.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to Form:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

(Contract with Recycled Materials Building Demolition)

January 8, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer P.E., Public Services Director   
Jason Knopp P.E., City Engineer  
Ethan Yonker E.I.T., Associate Engineer

SUBJECT: Contract for Professional Services  
Washington Park Pool Improvements, Project No. 14-77.

Recommendation:

That Council, by resolution, authorize a contract for professional services with Burbach Aquatics, Inc., for design and construction administration for the Washington Park Pool Improvements Project, No. 14-77, in the amount of \$77,100.00.

Summary:

This project includes the removal and replacement of the existing pool liner, deck drain, and pool filter at the Washington Park Pool located at 851 South Jefferson Street in Casper, Wyoming.

Burbach Aquatics, Inc., is a specialist in pool and filtration system designs with abundant design experience in the type of work required. Given the specialized nature of the work a proposal was requested from Burbach Aquatics, Inc., for design, bidding, and construction administration services for the project.

Funding for this project will be from 1%#14 funds allocated to Washington Park Pool Upgrades.

A resolution is prepared for Council's consideration.

**CONTRACT FOR PROFESSIONAL SERVICES  
PART I - AGREEMENT**

This Contract for Professional Services (“Contract”) is entered into on this 16<sup>th</sup> day of February, 2016, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City” or “Owner”).
2. Burbach Aquatics, Inc., 5974 State Highway 80 South, Platteville, Wisconsin, 53818 (“Consultant”).

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

**RECITALS**

- A. The City is undertaking the improvements to Washington Park Pool including a new filter, pool liner, and deck drains.
- B. The project requires professional services for design and construction administration.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

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

1. **SCOPE OF SERVICES:**

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

**Phase I – Evaluate Proposed Improvements**

- Perform an on-site engineering review (evaluation) of the pool vessel, pool decking and filtration system; catalog significant Health Code noncompliance issues and significant Americans with Disabilities (ADA) noncompliance issues;
- Perform an evaluation of the existing above mentioned project elements to determine which elements, if any, could be reused or incorporated into the renovation of the facility; catalog facility elements which will need to be restored to a good state of repair;

- Develop scope of construction necessary to restore the above mentioned project elements to good repair and meet significant Health and/or ADA Code requirements; and submit final recommendations for pool shell, filter system, deck drains, etc.;
- Develop opinions of probable construction cost to complete the recommended scope of construction for each of the above listed facility elements;
- Make overall final summary recommendations regarding feasibility of repair and/or replacement of the identified elements;
- Provide a timetable for the implementation of the recommendation of Phase I, from beginning through construction and the occupancy of the repaired and/or replaced identified elements by the Owner;
- Provide three copies of the Phase I report;
- Two trips for Phase I as follows:
  - Site visit to collect data;
  - Meeting with Owner to review the final Phase I report.
  - This meeting schedule outline is suggested and can be changed to meet the Owner's specific needs.

## **PHASE II- Design Development and Construction Documents Phase**

- Place advance advertisements of the project in trade magazines and plan room agencies to inform as many potential bidders of the project as possible;
- Prepare preliminary pool vessel liner, filtration system and deck drain plans, with the result being Owner approval;
- Monitor the Opinion of Probable Construction Cost developed during the feasibility study so as to maintain the established project budget and inform the Owner of any changes at this stage in the plan development;
- Prepare final pool vessel liner, filtration and deck drain plans, based on the approved preliminary drawing. Work performed under this step includes design of the liner for the pool vessel, pool filtration equipment, deck drains and construction details, drafting and preparation of construction plans for bidding purposes;
- Prepare project specifications, contract, and bidding documents. The purpose is to prepare bid forms, general requirements of the contract, specifications and equipment specifications so as to produce what is commonly referred to as a Project Manual;
- Provide five half-size plan sets, three full size plans and three project manuals for the Owner review during the plan development process;
- Review Agency Submittal. Work to be performed under Phase II includes making one application to the Department of Public Health, where applicable, for the filtration system, deck drains and swimming pool vessel liner. Any other submittals and all regulatory plan review fees and permits shall be performed as additional service;

- Owner Approval. The purpose is to summarize the plans and specifications and receive direction from the Owner with regard to specific contract language regarding completion dates, time of completion, etc.; provide presentations and review of the completed documents with the Owner and attend up to two meetings for the purpose of plan development and presentation of plans;
- The Owner shall provide all available original plans, aerial survey maps, studies, plans, and topographic maps. Property surveys and establishment of actual public right-of-ways are not part of the specified work;
- Two trips for Phase II as follows:
  - Meet with Owner to review preliminary pool, pool decking and filtration plans;
  - Meet with Owner to review plan development and presentation of plans.
  - This meeting schedule outline is suggested and can be changed to meet the Owner's specific needs.
- Services requested in excess of the number provided in this Agreement shall be performed as additional service. Examples are number of meetings, plans, project manuals, trips, etc. in excess of the above-specified numbers.

### **Phase III - Construction Related Services**

- Place advance advertisements of your project in trade magazines and plan room agencies to inform as many potential bidders of the project as possible;
- In cooperation with the Owner, develop a listing of potential bidders including a listing of local contractors and mail or fax "Notice to Contractors" directly to each contractor's office;
- Provide fifteen half-size plan sets, five full size plan sets and twenty project manuals. Twenty standard express shipping of documents are also included;
- One pre-bid meeting will be conducted by Consultant, along with a Contractor Awareness Program (CAP). The purpose of CAP is to create multi-prime contracts and to educate and encourage local contractors, general contractors, pool contractors and mechanical contractors to participate in the bidding process, and thereby encourage a competitive bidding environment for construction, equipment and materials, resulting in the creation of a project with the greatest value to the Owner;
- Answer contractor questions during the bidding stage and issue addendums/clarifications accordingly;
- Conduct one public bid opening and make a written recommendation regarding the successful contractor(s);
- Prepare contracts in triplicate, have them executed by the successful contractor(s) and then submit them to the Owner;
- Arrange and conduct a preconstruction meeting;
- On-site observation and Progress Meetings:
  - Perform on-site observation as the construction work progresses; review and advise the Owner of test result; reject defective work as directed by

- the Owner; advise the Owner of special tests or inspections needed at additional cost; observe piping pressure tests for the filtration piping;
  - Conduct and attend construction progress meetings for the purpose of observing the progress of the contractor's work, discuss problems, answer questions and review the contractor's planning of future construction work;
- Notify the Owner of any work, which does not conform to the intent of the construction contract;
- Review shop drawings to determine any objections;
- Review the requests of the contractor for monthly progress payments and will recommend to the Owner, based on site observations, whether or not such request is commensurate with the work completed;
- Review and recommend written change orders for approval by the Owner;
- Final on-site observation. Perform one on-site observation to determine if the project is finally complete according to the contract documents and whether final payment should be made. If additional on-site observations are necessary, they will be performed as additional service. This additional service may, at the discretion of the Owner, be deducted from the responsible contractor's contract amount due;
- A total of ten trips are included in Phase III. The trip schedule for Phase III is as follows:
  - Meeting with bidders for pre-bid meeting;
  - Meeting for one public bid opening;
  - Meeting for one preconstruction meeting;
  - 6 meetings for on-site observation and progress meeting;
  - Meeting for one final on-site observation.
  - This meeting schedule outline is suggested and can be changed to meet the Owner's specific needs.
- Services requested in excess of the number provided in Scope of Services shall be performed as additional service. Examples are number of meetings, plans, project manuals, trips, etc. in excess of the above-specified number.

2. TIME OF PERFORMANCE:

The design services, Phase I and Phase II, of the Consultant shall be undertaken and completed on or before the 2<sup>nd</sup> day of May, 2016. Construction Related Services to be complete upon final acceptance of work at the end of the warranty period.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this agreement, not to exceed a ceiling amount of Seventy-Seven Thousand One Hundred Dollars (\$77,100.00). Payment per phase of the three phase project shall be as follows:

- Phase I - \$2,800.00.
- Phase II – 8.50% of total Base Bid and Alternates.
- Phase III – 4.50% of Total Construction Costs.
- Reimbursable costs shall be paid for costs, verified by the Owner by Consultant's receipt, through all phases and shall be within the range of \$12,300.00-\$23,800.00 maximum.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracy L. Belser  
Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

WITNESS

CONSULTANT  
Burbach Aquatics, Inc.  
5974 State Highway 80 South  
Platteville, Wisconsin 53818

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

By: David F. Burbach

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

Printed Name: DAVID F. BURBACH

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

Title: PRESIDENT

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

#### **1. TERMINATION OF CONTRACT:**

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

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

1.3 If the City terminates the Contract, the Consultant assumes no liability for the use of the project documents, or any part of them, without its written permission for other projects, for additions to this project or for the completion of this project by others. The Consultant shall be permitted to retain copies, including reproducible copies, of the Drawings and Specifications for its own records

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

6.2 The Consultant may retain representations of the design of the Project, including exterior and interior photographs and slides and to use and display within the Consultant's offices and in its promotional materials.

6.3 The Consultant assumes no liability for the use of project documents, or any part of them, without his written permission for other projects, for additions to this project or for the completion of this project by others. The Consultant shall be permitted to retain copies, including reproducible copies, of the Drawings and Specifications for its own records.

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Consultant shall procure, and at all times maintain with insurer acceptable to the City, the following minimum insurance, protecting the Consultant and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Consultant's negligent operations, in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Consultant shall provide City with certificates evidencing such insurance as outlined above, **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation, and except for Workers' Compensation insurance, shall list the City as an additional insured. Consultant shall provide the City with thirty (30) days advance written notice of any material change, reduction of coverage, or non-renewal of coverage.

11.3 In addition, upon request by the City, Consultant shall provide City with copies of insurance policies and/or policy endorsements, listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

11.4 Consultant agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Consultant.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Consultant, shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance, as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Consultant shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

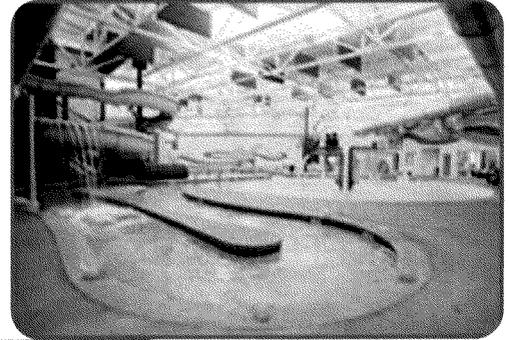
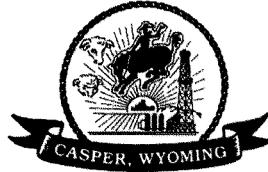
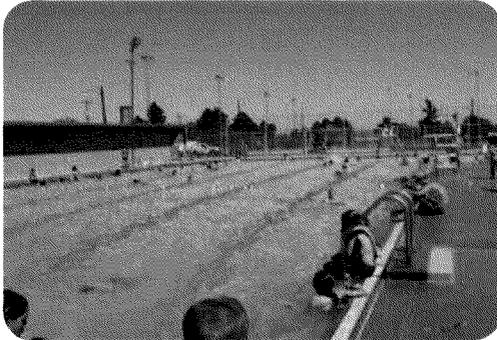
The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims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

14. NO THIRDPARTY BENEFICIARY RIGHTS:

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

EXHIBIT "A"

PROPOSAL FOR  
PROFESSIONAL SERVICES FOR THE  
REPAIR, RENOVATION OR REPLACEMENT  
OF THE WASHINGTON PARK POOL  
851 SOUTH JEFFERSON  
CASPER, WYOMING



**COMPANY INFORMATION:**  
BURBACH AQUATICS, INC.  
5974 Highway 80 South, P.O. Box 721  
Platteville, WI 53818

PH (608) 348-3262 Fax (608) 348-4970  
Email: [baae@centurytel.net](mailto:baae@centurytel.net)  
Website: [www.burbachaquatics.com](http://www.burbachaquatics.com)

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**BURBACH AQUATICS, INC.**  
ARCHITECTS & ENGINEERS  
*Your Quality Choice for Aquatic Design!*

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**PROPOSAL FOR PROFESSIONAL SERVICES**

**FOR THE CITY OF CASPER**

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## CHAPTER 1 – Qualifications – Experience

### A) Burbach Aquatics, Inc. by the Numbers

\$13,350,000	Amount of funds raised for Municipal Swimming Pool projects in the last 42 months
\$3,200,000	Burbach Aquatics, Inc.'s largest fund raiser for municipal pool
\$175,000	Largest net yearly profit achieved by a Burbach Aquatics, Inc. municipal pool
55,316	Number of smiling residents in Casper with a repaired, renovated or new Burbach Aquatics – Family Aquatics Center
6,000	Largest daily attendance at a Burbach Aquatics, Inc. pool
600+	Number of Municipal Pools Burbach Aquatics, Inc. has designed
93	Percent of construction contracts awarded to local companies
50	The design life of a Burbach Aquatics, Inc. pool in years
41	Number of Burbach Aquatics, Inc. "green" pool elements
36	Years of continuous Burbach Aquatics, Inc. Professional Service
34	Consecutive pool referendum victories
12	Number of dedicated Burbach Aquatics, Inc. men and women available to help you
7	Days per week that Burbach Aquatics, Inc. is available
3	Phases of Burbach Aquatics, Inc.'s Professional Service
3	Number of prime construction contracts
2	Year labor and material warranty
1	Burbach Aquatics, Inc. provides all services in house, no sub-consultants
0	Failed facilities in 35 years

The above is our executive summary of Burbach Aquatics, Inc.'s impressive history of service to our municipal aquatic clientele.

## **B) Introduction to Burbach Aquatics, Inc.**

Burbach Aquatics, Inc. (BAI) is a qualified professional architectural and engineering firm specializing in the development, design and construction consultation of municipal aquatic and recreation center facilities. BAI offers a seamless approach to helping Communities with their recreation and aquatic needs. Our clients range from Cities, Villages, Towns, Municipal Park and Recreation Departments to self-taxing Park Districts. BAI is currently in their seventeenth generation of family aquatic/recreation center design. BAI has completed our 35th year of never having a failed pool vessel. BAI is known for providing rock-solid design of award-winning facilities on municipal budgets.

There are tremendous differences between professional firms. Designing and engineering aquatic facilities is BAI's only business. BAI is a full service Architectural and Engineering firm of close knit individuals including a Professional Aquatic Engineer, Professional Architect, Plan Designers, Project Managers and support staff. This combination of staff all in one firm creates a streamlined approach to your project, providing consistency from project inception through opening day and beyond. All of our professional services, from architectural design, aquatic engineering through project management, are completed in-house.

Our specialized service includes:

- Technical Evaluation of Existing Facilities;
- Marketing Feasibility Studies;
- Capital Campaign Support;
- Site Selection;
- Initial Space Programming Development;
- Conceptual Design Services;
- Developing Opinions of Probable Construction Cost;
- Financial Pro forma, Staffing Projections and Attendance Projections;
- Public Opinion Polls and Referendum Support;
- Internet and Web-site Services;
- Design and Preparation of Plans and Specifications engaging and Support of Public Bidding;
- Strong Emphasis on Public Bidding, Project Management, and On-site Observation of the Construction Work as it Progresses.

*BAI is keenly aware of how critical our presence is throughout the entire project. It is our goal to provide the highest level of service throughout the project life and to exceed all of our competitors.*

*BAI is completely independent of pool suppliers, pool builders, pool contractors and pool equipment manufacturers. Since BAI is not influenced by outside sources, we work solely for the facility Owner and only in their best interest. BAI is one of a handful of firms in the nation that is completely independent. This means we do not benefit from commissions, exclusive equipment specifications or contractor rebates. We offer a very structured approach to helping Communities reach their project goals.*

BAI is experienced and sensitive to the municipal political environment that surrounds high profile municipal recreation and aquatic projects. BAI is eminently qualified to provide professional services for projects up to \$16,000,000.00 Our unparalleled selection of amenities, time-tested engineering, heavy-duty steel reinforced concrete, 100% roll-out gutters, our Contractor Awareness Program (C.A.P.) and our Three Prime Contract approach are only a few of the many proprietary features for which our firm is recognized.

“Green” aspects of facilities concern many Owners and their citizens. BAI has foreseen this development and almost 9 years ago designed the first ever, horizontal geo-thermal heating and cooling system for a mid-western municipal natatoriums. BAI has also designed facilities to reduce chemical consumption and generate chlorine on-site, which will further reduce the carbon footprint.

The combination of our strong aquatic engineering evaluations, detailed feasibility studies, award-winning design service, and input from the client and their public culminates in a package of Professional Services that are beyond compare. Our Scope of Services is grouped in a logical progression and reflects the maturing of a municipal aquatic/recreation project.

**C) Performance on Past Projects**

Owner - City of Norfolk, Nebraska - AquaVenture Municipal Aquatic Center



**Construction Cost** \$10,120,418.50

**Total Change Order** \$72,289.00

**Change Orders**

<u>Descriptions</u>	<u>% of Project Cost</u>
Owner Value Added	0.039%
Manufacturer Change	0.025%
Contractor Request	
(Contract #1 and #2)	0.000%
(Contract #3)	-0.008%
Bid Document Correction	-0.002%
Correction of Adjacent Project	
-Uncontrolled	0.025%

**Population When Built** 24,210

**Contract Awarded** June 6, 2011

**Substantial Completion** June 9, 2012

Description: Outdoor Aquatic Center, Wave Pool, Competition Pool, Water Walk, Zero Depth Entry, Interactive Play System, Waterslides, Shade Structures, Multi-Purpose ADA Bathhouse and Concessions.

Owner - City of Grinnell, Iowa – Grinnell Mutual Family Aquatic Center

**Construction Cost** \$4,603,948.40

**Total Change Orders** \$1,845.14

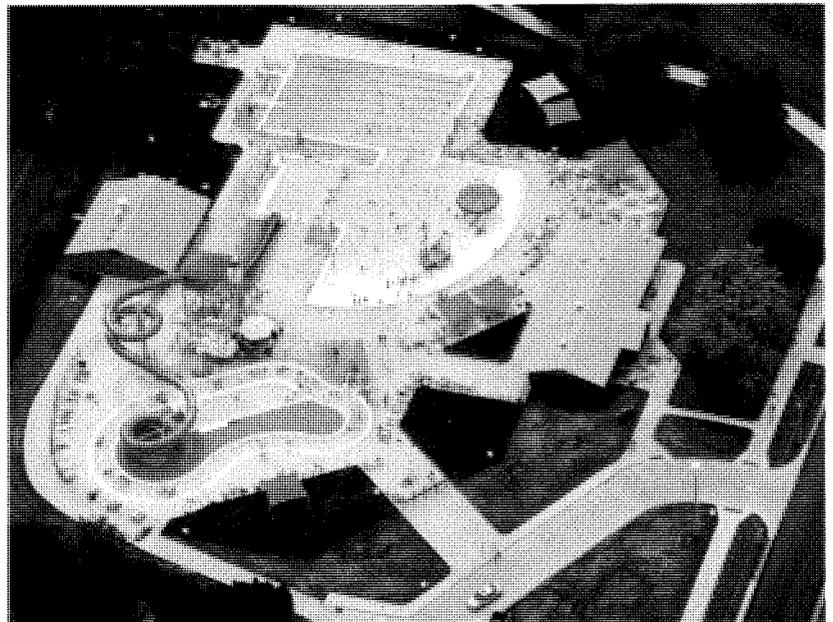
**Change Orders**

<u>Descriptions</u>	<u>% of Project Cost</u>
Owner Value Added	0.057%
Manufacturer Change	0.000%
Contractor Request	
(Contract #1 and #2)	-0.017%
(Contract #3)	0.000%
Bid Document Corrections	0.000%

**Population When Built** 9,087

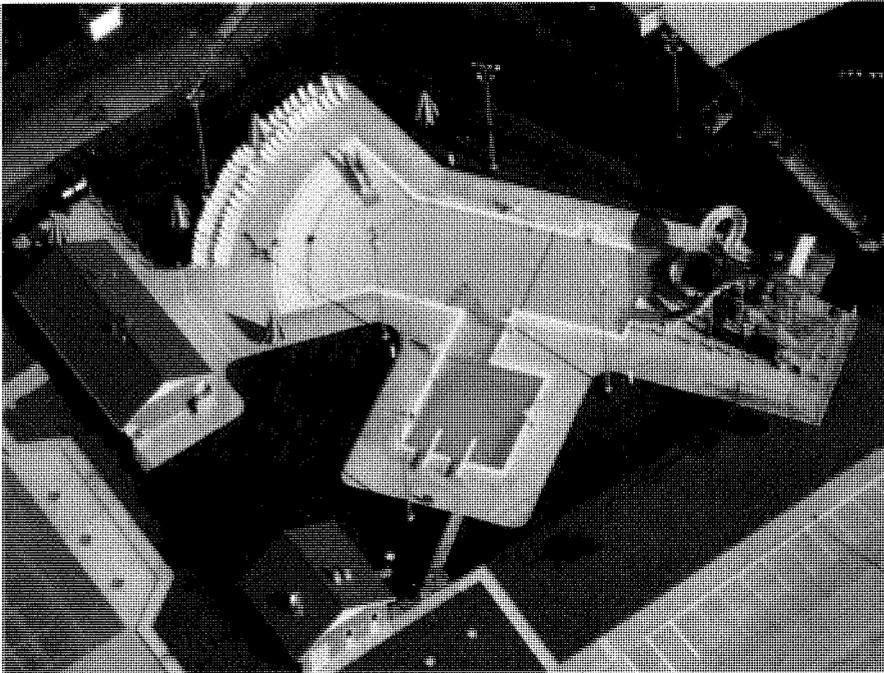
**Contract Awarded** June 1, 2009

**Substantial Completion** May 31, 2010



Description: Outdoor Aquatic Center and Lazy River, Competition Pool, Water Walk, Zero Depth Entry, Interactive Play System, Shade Structures, ADA Bathhouse and Concessions.

Owner - City of Sheldon, Iowa – Sheldon Family Aquatic Center



**Construction Cost**            **\$2,381,000.00**

**Total Change Order**            **(-\$2,858.00)**

**Change Orders**

<u>Descriptions</u>	<u>% of Project Cost</u>
Owner Value Added	0.085%
Manufacturer Change	0.000%
Contractor Request (Contract #1, #2 and #3)	0.205%
Bid Document Corrections	0.000%

**Population When Built 4,400**

**Contract Awarded July 25, 2007**

**Substantial Completion June 5, 2008**

**Description: Outdoor Aquatic Center in Northern United States, Zero Depth Entry, Large Speed Slide, Large Flume Slide, Boat Tot Slide, Shade Structures, 2 Diving Boards, Concessions and ADA Bathhouse.**

Owner - City of Fremont, Nebraska - Fremont Family Fun Pool

**Construction Cost**            **\$4,690,859.91**

**Total Change Order**            **\$166,991.00**

**Change Orders**

<u>Descriptions</u>	<u>% of Project Cost</u>
Owner Value Added	0.15%
Manufacturer Change	0.62%
Contractor Request (Contract #1, #2, and #3)	0.02%
Bid Document Corrections	0.06%

**Population When Built 25,417**

**Contract Awarded 2006**

**Substantial Completion June 18, 2007**



**Description: Outdoor Aquatic Center, Nations first Combination Wave / Multi-Purpose Pool, Water Walk, Zero Depth Entry, Interactive Play System, Waterslides, Shade Structures, Multi-Purpose ADA Bathhouse and Concessions.**

Owner - City of Albion, Nebraska – Albion Family Aquatic Center



**Construction Cost**            **\$3,415,422.00**

**Total Change Order**        **(-\$112,036.84)**  
**as of July 11, 2014**

**Change Orders**

<u>Descriptions</u>	<u>% of Project Cost</u>
Owner Value Added	-4.977%
Manufacturer Change	0.000%
Contractor Request	
(Contract #1 and #3)	-1.059%
(Contract #2)	0.000%
Bid Document Corrections	-1.470%

**Population When Built 1,650**

**Contract Awarded July 30, 2013**

**Substantial Completion June 13, 2014**

**Description: Outdoor Aquatic Center, Zero Depth Entry, Splash Pad, Waterslide, Shade Structures, 2 Diving Boards, Water Walk, Concessions and ADA Bathhouse.**

Owner - City of Lusk, Wyoming – Tiger Plunge Aquatic Center

**Construction Cost**            **\$3,040,859.00**

**Total Change Order Amount**  
**(-\$114,166.97.00)**

**Change Orders**

<u>Descriptions</u>	<u>% of Project Cost</u>
Owner Value Added	-(0.004%)
Manufacturer Change	0.00%
Contractor Request	
(Contract #1, #2, and #3)	0.00%
Bid Document Corrections	0.00%

**Population When Built 1507**

**Contract Awarded July 3, 2013**

**Substantial Completion July 7, 2014**



**Description: Outdoor Aquatic Center, Zero Depth Entry, Waterslides, Tiger Tot Slide, Diving Board, Shade Structures, Multi-Purpose ADA Bathhouse and Concessions.**

Owner - City of Inwood, Iowa – Inwood Family Aquatic Center



<b>Construction Cost</b>	<b>\$2,441,000.00</b>
<b>Total Change Order</b>	<b>(-\$2,858.00)</b>
<b>Change Orders</b>	
<b><u>Descriptions</u></b>	<b><u>% of Project Cost</u></b>
Owner Value Added	0.085%
Manufacturer Change	0.000%
Contractor Request	
(Contract #1, #2 and #3)	0.205%
Bid Document Corrections	0.000%
<b>Population When Built 824</b>	
<b>Contract Awarded November 2012</b>	
<b>Substantial Completion June 5, 2014</b>	

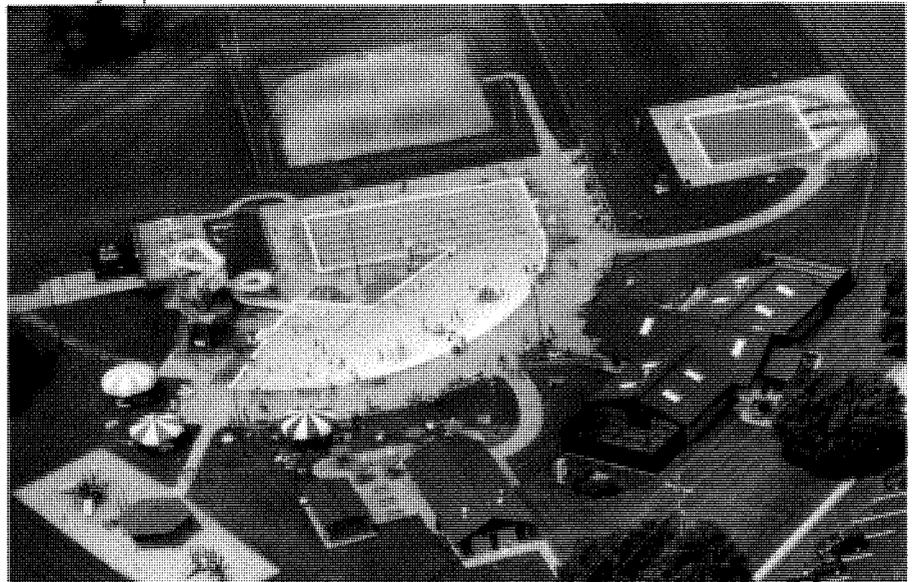
Description: Outdoor Aquatic Center in Northern United States, Zero Depth Entry, Large Flume Slide, Log Tot Slide, Shade Structures, Diving Board, Water Walk, Concessions and ADA Bathhouse.

**Reference - 23 plus year old facility:**

Owner - City of Fort Atkinson, Wisconsin-Family Aquatic Center

<b>Construction Cost</b>	<b>\$3,660,000.00</b>
<b>Total Change Order</b>	<b>(-\$17,705.00)</b>
<b>Change Orders</b>	
<b><u>Descriptions</u></b>	<b><u>% of Project Cost</u></b>
Owner Value Added	-1.366%
Manufacturer Change	0.000%
Contractor Request	
(Contract #1 and #2)	- 0.052%
(Contract #3)	0.000%
Bid Document Corrections	0.000%

**Population When Built 9,900**  
**Contract Awarded September 17, 1991**  
**Substantial Completed May 5, 1992**



Description: Heated Water Outdoor Aquatic Center, Zero Depth Entry, 175 Foot Flume Water slide, Baby duck Water Slide, Watering Palm Tree, 6 Lane Lap Area with Basketball Hoop, 2 Diving Board, Jumbo Shade Umbrellas, Sand Playground, Concessions and ADA Bathhouse.

## D) References and Referrals – Burbach Aquatics, Inc.

Service Provided	Client	Service Provided	Client
2011 to Present	<u>City of Albion, Nebraska</u> Andrew Devine, City Administrator 420 W. Market Street Albion, Nebraska 68620 402-395-2428 (O) 402-395-6723 (F) Email: <a href="mailto:cityofalbion@frontiernet.net">cityofalbion@frontiernet.net</a>	2010 to Present	<u>City of Sundance, Wyoming</u> Kathy Lenz, City Clerk 213 Main Street Sundance, Wyoming 82729 307-283-3451 (O) 307-283-3452 (F) Email: <a href="mailto:klenz@rangeweb.net">klenz@rangeweb.net</a>
2010 to Present	<u>City of Lusk, Wyoming</u> Todd Skrukud, P & R Director Lynda Frye, Clerk/Treasure Patricia Smith, Mayor 201 East 3 <sup>rd</sup> Street Lusk, Wyoming 82225 307-334-3612 (O) Email: <a href="mailto:pworkstownoflusk@gmail.com">pworkstownoflusk@gmail.com</a>	2003 to Present	<u>City of Norfolk, Nebraska</u> Dennis Smith, City Engineer 309 North 5 <sup>th</sup> Street Norfolk, NE 68701 402-844-2003 (O) 402-844-2001 (F) Email: <a href="mailto:sschukei@ci.norfolk.ne.us">sschukei@ci.norfolk.ne.us</a>
2004 to 2011	<u>City of Grinnell, Iowa</u> Russell Behrens, City Manager 927 4 <sup>th</sup> Avenue Grinnell, Iowa 50112-2043 641-236-2666 (O) 641-236-2626 (F) Email: <a href="mailto:citymanager@grinnelliowa.gov">citymanager@grinnelliowa.gov</a>	2009 to 2013	<u>City of Sanborn, Iowa</u> Jim Zeutenhorst, City Administrator 102 Main Street Sanborn, Iowa 51248 712-930-3842 (O) 712-930-3060 (F) Email: <a href="mailto:jimzeut@tcaexpress.net">jimzeut@tcaexpress.net</a>
2008 to 2012	<u>City of Slater, Iowa</u> Mary Beth Sprouse, City Administrator 105 Greene Street Slater, Iowa 50244-0538 515-685-2531 (O) 515-685-3031 (F) Email: <a href="mailto:slateriowa@huxcomm.net">slateriowa@huxcomm.net</a>	2006 to 2008	<u>City of Fremont, Nebraska</u> Kim Koski, P & R Director 400 E. Military Avenue Fremont, NE 68025 402-727-2810 (O) 402-727-2834 (F) Email: <a href="mailto:kim.koski@fremontne.gov">kim.koski@fremontne.gov</a>
2008 to 2010	<u>City of Logan, Iowa</u> Angela Winther, City Administrator 108 W. 4 <sup>th</sup> Street – Box 127 Logan, Iowa 51546 712-644-2425 (O) 712-644-2414 (F) Email: <a href="mailto:awlogan@iowatelecom.net">awlogan@iowatelecom.net</a>	1990 to 1993	<u>Fort Atkinson Aquatic Center</u> Scott Lastusky, P & R Director 30 N. Water Street – West Fort Atkinson, Wisconsin 53538 920-563-7781 (O) 920-563-7776 (F) Email: <a href="mailto:parksandrec@fortatkinsonwi.net">parksandrec@fortatkinsonwi.net</a>

## CHAPTER 2 – Burbach Aquatics, Inc.'s Team for Your Project

### A.) Meet the Team

The principal team members are David Burbach, P.E., President; Fred Matthias, AIA; Andy Pennekamp, P.E.; Jeffrey Eastman, and Roger Schamberger. Mr. Burbach would serve as your lead contact person in all phases of the Project and would be responsible for overall coordination of our professional service; Mr. Burbach would also serve as the lead Aquatics Professional (Registered P.E. State of Wyoming) with assistance from Mr. Pennekamp. Mr. Matthias (Registered Wyoming Architect) would serve as the lead Architect. Ms. Tracy would serve as contract, project conceptual, meeting & timeline administrator. Mr. Eastman would serve as your Project Manager. Mr. Schamberger would serve as concession/food service lead and assist with programming evaluation, space needs and project schedules. Our Team's resumes and roles in your project are as follows.

These are six of the key personnel from Burbach Aquatics, Inc. (BAI) which will be involved in your project along with support from our technical and staff personnel. The personnel at BAI are all highly trained and work well together as a project team. BAI has consistently endeavored to produce State-of-the-art aquatic facilities on municipal budgets.

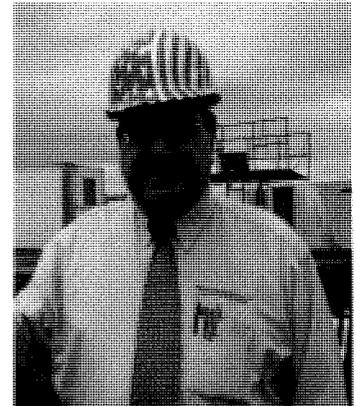


### B.) Key Personnel Resumes

#### **David F. Burbach, P.E. – President and Director of Aquatic Recreation Services**

**Work Experience:** Mr. Burbach is a registered civil, mechanical and electrical Professional Engineer in numerous states. Mr. Burbach's previous employers include: the Minnesota Department of Transportation; the Chicago-based engineering firm of Westenhoff and Novik; the Village of Hanover Park, Illinois; the Village of Barrington, Illinois; and has been self-employed as a municipal civil, mechanical and electrical consulting engineer for 36 years. Mr. Burbach has been planning and designing recreation assets for 39 years.

**Education:** Bachelor of Science in Civil Engineering from the University of Wisconsin- Platteville and many continuing education programs.



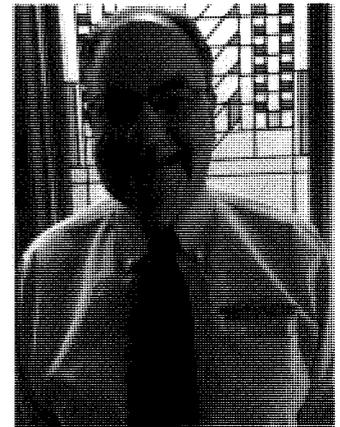
**Professional Licenses & Affiliations:** Registered Professional Engineer: State of Wyoming Civil P.E. #11359; State of Wyoming Mechanical P.E. #11694; State of Wyoming Electrical P.E. #11695; State of South Dakota #12320; State of Iowa #15994; State of Wisconsin # 15457-006; State of Illinois #062-03595; State of Nebraska #E-8253; State of Missouri #30147; State of Kansas #18501; State of Oklahoma #27794; State of Minnesota #20184; Registered Land Surveyor #2019-008 in Wisconsin; Certified Wisconsin Building Inspector; Master Morphological Evaluator (soils); 3 terms elected County Surveyor of Grant County, Wisconsin; Member of Wisconsin Parks and Recreation Association; Wisconsin Municipal League; Iowa League of Cities; Iowa Parks and Recreation Association; Member of Minnesota Recreation and Parks Association; Minnesota Municipal

League; Colorado Parks and Recreation Association; Illinois Park and Recreation Association; Missouri Parks and Recreation Association; Nebraska Recreation and Parks Association; Nebraska League of Municipalities; National Public Works Association; Platteville, Wisconsin Chamber of Commerce; invitee to sit on the American Society of Testing Materials (ASTM) Committee F08 to develop standards for athletic facilities.

**Role:** Director of Aquatic Services; Senior Engineer - Serve as your Project Engineer. Duties to include site evaluation; data analysis; calculations of aquatic needs; issuing press releases and media interviews; develop Opinions of Construction Costs; Design of pool/buildings; mechanical system designs; electrical design; site layout design; specification writing; Code reviews; Construction administration and on-site observation of work in progress for Phase III services.

**Fred T. Matthias, A.I.A. – Senior Architect**

**Work Experience:** Mr. Matthias has extensive experience in all aspects of Architectural design including project management and design, bathhouse, mechanical building, restaurant and concession layout and design, development and production of construction documents. Mr. Matthias has designed for prestigious firms including Berghem, Kahn & Lozano Architect, Ltd., Chicago, Illinois where he designed and construction-managed 17 Chicago Board of Education Rehabilitation School Projects; McDonald's Corporation, Boston, Massachusetts and Oak Brook, Illinois where he participated in restaurant design, construction management, supervision of construction management for McDonald Restaurants and became the Corporate Vice President of Restaurant Design responsible for over 800 construction documents per year; Infinity Dzines, Inc. as the firm's Vice President; architectural consultant providing services throughout his career.



**Education:** Bachelor of Architecture in Design from the University of Illinois.

**Professional Licenses & Affiliations:** Member of A.I.A (American Institute of Architects); Member of N.C.A.R.B. (National Council Architecture Registration Board); Registered Professional Architect in 48 states including Wyoming.

**Role:** Lead Design Professional - Will be responsible for the conceptual design; development space needs; and all design elements of the project.

**Andy L. Pennekamp, P.E. – Senior Plan Engineer**

**Work Experience:** Mr. Pennekamp has a broad range of job experience with previous employers including industrial design and engineering with John Deere and Company, Dubuque, Works; surveying and civil engineering with Austin Consulting Engineering; Industrial and process engineering with Karavan Trailers. Mr. Pennekamp successfully completed his Engineer in Training.



**Education:** Bachelor of Science in Industrial Engineering, minor in Computer Science, Business and French from the University of Wisconsin – Platteville.

**Professional Licenses & Affiliations:** Registered Professional Engineer: State of Wisconsin # 44257-6; Institute of Industrial Engineering; Society of Manufacturing Engineers.

**Role:** Plan Engineer - Will be responsible for the preparation of conceptual and final plan documents from the beginning stages of design all the way through to completion of the bid and construction plan set.

**Carol L. Tracy – Office Project Manager**

**Work Experience:** Ms. Tracy has a broad range of work experience in various levels of leadership and management positions with substantial knowledge in customer and public service. Ms. Tracy's previous employers included The Plasma Center, Dubuque Iowa (Quality Operation Director); Midwest Motor Sports (Office Manager) and Woodward Printing (Special Account Manager).



**Education:** Office Administration Degree – Northeast Iowa Community College

**Professional Licenses & Affiliations:** Certified American Red Cross Instructor-CPR, AED; Certified Lifeguard Management; Licensed/Certified Phlebotomists Instructor; Licensed/Certified Plasma Processor; Past Board Member of the International Plasma Products Industry Association (IPPIA).

**Role:** Office Project Manager – Is responsible for the coordination of Contract Documents. Serve as an assistant to the Engineers and Project Managers; will assist with programming conceptual development, programming reviews, time schedule and project summary.

### **Jeffrey Eastman– Assistant Project Manager**

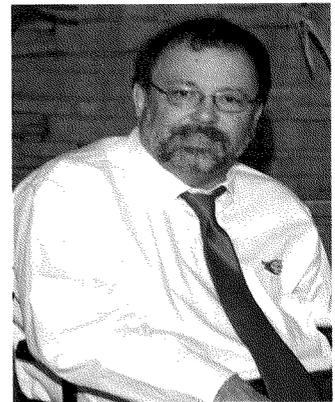
**Work Experience:** Mr. Eastman has had a broad range of construction work experience with previous employers including: Wick Building Corporation (8 years), and was a partner in a Commercial/Agricultural/Residential Construction company in Southwest Wisconsin for 9 years. Mr. Eastman was involved in 100's of different construction projects and was responsible for all facets of the projects including: design, site/soil inspection, sub-contractor relations, quality control, material inspections, cost control, construction, construction management, client relations, final completion and warranty implementation.



**Role:** Assistant Project Manager - Will serve as your assistant project manager and will assist with programming, conceptual development, programming reviews, time schedule and project summary.

### **Roger L. Schamberger, AFO, FSST – Business Development Director, Food Court Specialist**

**Work Experience:** Mr. Schamberger has worked for previous employers in various levels of marketing and has an extensive knowledge of customer service, public service, and governmental procedures. Mr. Schamberger served four (6 year) terms as commissioner on a local park district board in Illinois, has served two terms as the Chamber of Commerce President, and has been recognized by the Mason's as a community builder of the year. He has also been actively involved in recreational and leisure activities development, land acquisition for recreational use; and recreational trail development and community planning for the past 34 years. Mr. Schamberger has been the project coordinator on numerous large-scale community projects and has received recognition three times, by the Governor of Illinois, for Volunteerism in the "Hometown Awards Program".



**Education:** Highland Community College.

**Professional Licenses & Affiliations:** Member of National Recreation & Park Association; Past President of North West Illinois Association for Parks Recreation; Member of the Lena, Illinois Business and Professional Association; President Emeritus of the Illinois Paddling Council; Member of Prairie State Canoeists; Lifetime member as a (JCI) Jaycees International Senator; Co-Chair of Committee to build a 43,850 sq. ft. Multi-Generational Center; Project Coordinator for 1873 Lena Depot – Trailhead, Working Depot & Recreation Trailhead Project; Certified Aquatics Facility Operator, (AFO) by the NRPA; Past President of the Lena Business and Professional Association; Past Board of Directors of L.A.S.E.R.; Executive Board of North West Illinois Trails Foundation; Executive Board of the Friends of the Pecatonica River Foundation; Former Director of North West Illinois Association for Parks Recreation (8-terms); Charter President of the Lena-Winslow Jaycees; Past Park

Commissioner and Executive Secretary of Lena Community Park District, Lena, Illinois (24 years); Licensed Food Service Manager Sanitation Tech. in Illinois; Past Board Member of the Comprehensive Health Planning Board of Northwest Illinois.

**Role:** Licensed Concessions & Food Specialist; Director of Marketing - Is responsible for the coordination of study data; natant demand data collection and documentation; demographic analysis; communication liaison for final marketing analysis; administration of public opinion sampling; press release preparation; concession menu preparation and equipment specifications; and concession layout and design development.

Organizational Chart of our Project Team			
Team Members	Phase I	Phase II	Phase III
David F. Burbach P.E.	X	X	X
Fred T. Matthias, A.I.A.	X	X	
Andrew (Andy) Pennekamp, P.E.	X	X	X
Carol L. Tracy	X	X	X
Roger Schamberger	X	X	X
Jeffrey (Jeff) Eastman			X

### CHAPTER 3 – Our Understanding and Approach of Your Project

#### A) Understanding – City of Casper, Wyoming

Burbach Aquatics, Inc. (BAI) believes that our Professional Services are perfectly suited for the proposed City of Casper Municipal Swimming Pool project. It is BAI's understanding that the Casper swimming pool was originally renovated in 1988 and is being considered for repair. The vessel is in need of a new liner, removal of the Diatomaceous Earth (DE) filter system and replace with High Pressure Sand plus installation of new deck drains. A suggestion for consideration is as follows: BAI's Phase I, Step #1 – Evaluation of Proposed Improvements would assist the City by providing code and condition of project elements associated with those being repaired.

The existing facility has served the community well, but it is now time to gather data and provide an opinion regarding the structural, mechanical, operational and potential state & federal code violations. The Phase I, Step #1 identifies the problems and recommends solutions for City Officials to make informed decisions by. These may include: repair, renovation or replacement.

BAI's Phase I, Step #1 – Evaluate Proposed Improvements. This step formulates site data and condition with the State of Wyoming Swimming Pool Codes & Federal Codes (ADA & IBC). BAI then prepares a report which makes recommendations based upon this information including the Opinion of Probable Construct Cost. BAI will prepare bid document plans & specifications outlined in our Phase II Professional Service.

## **B) Scope of Service as Project Matures**

For the convenience of the City of Casper, listed below is a review of all phases & steps of work involved in creating and completing a successful municipal aquatic facility. Burbach Aquatics, Inc. current work load will allow us to carry on this project with continuity and timeliness.

Step# 1 is to Evaluate Proposed Improvements.

The 2nd Phase is the actual Designing and Engineering of the repairs or Burbach Aquatics, Inc.'s Phase II. This phase produces the documents and plans needed for bidding and construction of the repairs.

The 3rd Phase is the Project Bidding and Construction Administration/Observation of the facility or Burbach Aquatics, Inc.'s Phase III. Burbach Aquatics, Inc. is keenly aware of how critical our level of service is. Our Project Manager's presence through progress meetings and critical observations is administered very effectively, creating a team effect between the City, City Officials and Staff, and the professional staff of Burbach Aquatics, Inc.

### **Phase I, Step #1 – Evaluate Proposed Improvements (Suggested - Optional)**

General: Professional service for Step #1 is centered on an evaluation of the supporting components being considered for repair or replacement and develop a scope and cost to complete the recommended repairs of the existing facility to a state of good repair and Code compliance.

1. Perform an on-site engineering review (evaluation) of the pool vessel, pool decking and filtration system; catalog significant Health Code noncompliance issues and significant Americans with Disabilities (ADA) noncompliance issues;
2. Perform an evaluation of the existing above mentioned project elements to determine which elements, if any, could be reused or incorporated into the renovation of the facility; catalog facility elements which will need to be restored to a good state of repair;
3. Develop scope of construction necessary to restore the above mentioned project elements to good repair and meet significant Health and/or ADA Code requirements; and submit final recommendations for pool shell, filter system, deck drains, etc.;
4. Develop opinions of probable construction cost to complete the recommended scope of construction for each of the above listed facility elements;
5. Make overall final summary recommendations regarding feasibility of repair and/or replacement of the identified elements;

6. Provide a timetable for the implementation of the recommendation of this Step, from beginning through construction and the occupancy of the repaired and/or replaced identified elements by the Owner;

7. Three copies of the Step #1 report are included in Basic Service;

8. A total of two trips are included in Basic Service. The trip schedule\* for this Step is as follows:

- 1) Site visit to collect data;
- 2) Meeting with Owner to review the final Step #1 report.

\*This meeting schedule outline is suggested and can be varied to meet the Owner's specific needs.

Compensation for basic services for Phase I, Step #1 is a stipulated amount of \$2,800.00, plus reimbursables

## **PHASE II- Design Development and Construction Documents Phase**

1. Burbach Aquatics, Inc, will place advance advertisements of your project in trade magazines and plan room agencies to inform as many potential bidders of the project as possible;

2. Preparation of preliminary pool vessel liner, filtration system and deck drain plans, with the result being Owner approval;

3. Burbach Aquatics, Inc. will monitor the Opinion of Probable Construction Cost developed during the feasibility study so as to maintain the established project budget and inform the Owner of any changes at this stage in the plan development;

4. Preparation of final pool vessel liner, filtration and deck drain plans, all by Burbach Aquatics, Inc., based on the approved preliminary drawing. Work performed under this step includes design of the liner for the pool vessel, pool filtration equipment, deck drains and construction details, drafting and preparation of construction plans for bidding purposes;

5. Preparation of project specifications, contract and bidding documents. The purpose of this step is to prepare bid forms, general requirements of the contract, specifications and equipment specifications so as to produce what is commonly referred to as a Project Manual;

6. Five half-size plan sets, three full size plans and three project manuals for the Owner review during the plan development process are include in Basic Service;

7. Review Agency Submittal. Work to be performed under this step includes making one application to

the Department of Public Health, where applicable, for the filtration system, deck drains and swimming pool vessel liner, as Basic Service. Burbach Aquatics, Inc. is very familiar with the health department personnel and their procedures. Any other submittals and all regulatory plan review fees and permits shall be performed as Additional Service;

8. Owner Approval. The purpose of this step is to summarize the plans and specifications and receive direction from the Owner with regard to specific contract language regarding completion dates, time of completion, etc.; provide presentations and review of the completed documents with the Owner and attend up to two meetings for the purpose of plan development and presentation of plans;

9. The Owner shall provide all available original plans, aerial survey maps, studies, plans, and topographic maps. Property surveys and establishment of actual public right-of-ways are not part of the specified work;

10. A total of two trips are included in the Basic Service. The trip schedule\* for this Phase is as follows:

- 1) Meet with Owner to review preliminary pool, pool decking and filtration plans;
- 2) Meet with Owner to review plan development and presentation of plans.

\*This meeting schedule outline is suggested and can be varied to meet the Owner's specific needs.

11. Services requested in excess of the number provided in BASIC SERVICE shall be performed as Additional Service. Examples are number of meetings, plans, project manuals, trips, etc. in excess of the above-specified number included in Basic Service.

## **Phase II - Compensation for Phase II**

Compensation for Basic Services for Design Development and Construction Documents Phase and for all bid alternates shall be 8.50% of the Construction Cost plus Reimbursable Expenses for the Scope of Services for Design Development and Construction Documents Phase. Site survey, measuring and verification of existing facilities and soil borings shall be performed as Additional Service.

## **Phase III - Construction Related Services**

1. Burbach Aquatics, Inc, will place advance advertisements of your project in trade magazines and plan room agencies to inform as many potential bidders of the project as possible;

2. Burbach Aquatics, Inc., in cooperation with the Owner, will develop a listing of potential bidders including a listing of local contractors and mail or fax "Notice to Contractors" directly to each contractor's office as part of Basic Service. Local general and mechanical firms construct about 93% of our facilities;

3. Fifteen half-size plan sets, five full size plan sets and twenty project manuals are include in Basic Service. Twenty standard express shipping of documents are included in Basic Service;

4. One pre-bid meeting will be conducted by Burbach Aquatics, Inc. along with a Contractor Awareness Program (CAP) as part of Basic Service. The purpose of CAP is to create multi-prime contracts and to educate and encourage local contractors, general contractors, pool contractors and mechanical contractors to participate in the bidding process, thereby encourage a competitive bidding environment construction, equipment and materials, resulting in the creation of a project with the greatest value to the Owner;

5. Burbach Aquatics, Inc. will answer contractor questions during the bidding stage and issue addendums/clarifications accordingly;

6. Burbach Aquatics, Inc. will conduct one public bid opening as part of Basic Service and will make a written recommendation regarding the successful contractor(s);

7. Burbach Aquatics, Inc. will prepare contracts in triplicate, have them executed by the successful contractor(s) and then submit them to the Owner;

8. Burbach Aquatics, Inc. will arrange and conduct a preconstruction meeting;

9. On-site observation and Progress Meetings:

a. Burbach Aquatics, Inc. will perform on-site observation as the construction work progresses; review and advise the Owner of test result; reject defective work as directed by the Owner; advise the Owner of special tests or inspections needed at additional cost; observe piping pressure tests for the filtration piping;

b. Burbach Aquatics, Inc. will conduct and attend construction progress meetings for the purpose of observing the progress of the contractor's work, discuss problems, answer questions and review the contractor's planning of future construction work;

10. Burbach Aquatics, Inc. will notify the Owner of any work, which does not conform to the intent of the construction contract as part of our Basic Services;

As Additional Service, Burbach Aquatics, Inc. will notify the contractor, make recommendations to the Owner for the correction of nonconforming work and, at the request of the Owner, direct that the contractor implements these recommendations. This Additional Service may, at the discretion of the Owner, be deducted from the responsible contractor's contract amount due;

11. Burbach Aquatics, Inc. will review shop drawings to determine any objections;

12. Burbach Aquatics, Inc. will review the requests of the contractor for monthly progress payments and will recommend to the Owner, based on site observations, whether or not such request is commensurate with the work completed;

13. Burbach Aquatics, Inc. will review and recommend written change orders for approval by the Owner;

14. Final on-site observation. Burbach Aquatics, Inc. will perform one on-site observation to determine if the project is finally complete according to the contract documents and whether final payment should be made. If additional on-site observations are necessary, they will be performed as Additional Service. This Additional Service may, at the discretion of the Owner, be deducted from the responsible contractor's contract amount due;

15. A total of ten trips are included in Basic Service. The trip schedule\* for this Phase is as follows:

- 1) Meeting with bidders for pre-bid meeting;
- 2) Meeting for one public bid opening;
- 3) Meeting for one preconstruction meeting;
- 4-9) 6 meetings for on-site observation and progress meeting;
- 10) Meeting for one final on-site observation.

\*This meeting schedule outline is suggested and can be varied to meet the Owner's specific needs.

12. Services requested in excess of the number provided in Scope of Services shall be performed as Additional Service. Examples are number of meetings, plans, project manuals, trips, etc. in excess of the above-specified number included in Basic Service.

### **Compensation for Phase III**

Compensation for Basic Services for Construction Related Services Phase and for all bid alternates shall be 4.50% of the Construction Cost plus Reimbursable Expenses for the Scope of Services for Construction Related Services Phase.

### **About our Programs:**

Burbach Aquatics, Inc. has developed a true Contractor Awareness Program (C.A.P.). Burbach Aquatics, Inc. will divide your project into two separate prime contracts: the Mechanical/Process Piping Contract and the Pool Vessel Contract. Our C.A.P. allows local qualified contractors the opportunity to be included in the successful bidding of your project. Local contractors, who have been orientated through our Contractor Awareness Program, build 93% of all Burbach pools. This combination bidding program creates a very competitive and flexible bidding environment. Burbach Aquatics, Inc. has a very personable, hands-on approach to helping municipalities and park departments achieve their goals.

## **C) General Conditions**

This proposal adopts by reference The Standard Form of Agreement between Owner and Architect, 1987 Edition, form AIA B141-1987, with the following changes: (AIA are initials for the American Institute of Architects, this agreement form was adopted due to its universal acceptance) BAI reserves the right to change terms of this proposal after 90 days from 1<sup>st</sup> written date of said proposal.

1. Whenever the word "Architect" is used in the AIA Document B141, Standard Form of Agreement Between Owner and Architect, Edition 1987, as amended, the words "Burbach Aquatics, Incorporated" (BAI) shall be substituted.

2. Amend Article 1 by adding "BAI shall furnish and perform professional services as authorized and directed by the Owner's authorized representative. Such authorization and direction shall be confirmed by letter. By giving such authorization or direction, the Owner thereby warrants to BAI that sufficient funds to pay BAI for their services have been or will be appropriated in a timely manner for that purpose. All costs incurred by BAI to collect said compensation, including legal expenses, shall be paid by the Owner."

3. Article 2.2 shall be deleted and replaced with "Scope of Services for PHASE I-FEASIBILITY STUDY."

4. Article 2.3 and Article 2.4 shall be amended to include Scope of Services for Design Development and Construction Documents.

5. Article 2.5 and Article 2.6 shall be amended to include Scope of Services for Construction Related Services Phase.

6. Article 3.4.19 shall be replaced with "Providing services of consultants for other than aquatics, architectural, structural, and mechanical and electrical engineering provided as a part of Basic Services."

7. Article 4 shall be amended by adding, "If BAI is not notified in writing to the contrary within fifteen (15) days after completion and delivery of the services authorized by the Owner, they will be considered as delivered."

8. Article 8.1, 8.6 and 8.7 shall be replaced with "The Owner and BAI shall be bound by the terms of this Agreement for the life of the project. Life of the Project shall be either through completion of construction or, for a maximum five (5) year period of suspension, in the event the Owner suspends the project. This is an exclusive contract for performance of all the consulting work on this project, including all steps and phases of professional services as specified herein. Activation of each Step of Phase I, Phase II and Phase III Service will be authorized in writing by the Owner. In the event either party fails after 30 days written notice to substantially perform, in accordance with the terms of this Agreement, through no fault of the party initiating the termination, then the initiating party upon 7 days written notice may terminate this Agreement. The Owner agrees that if they enter into agreements with other entities regarding this project that they will extend the terms and conditions of this Agreement into any of these other agreements. In the event of breach or wrongful termination by the Owner, BAI

shall be compensated fifty percent of unpaid basic compensation for Phase II and Phase III basic services.”

9. Article 9 shall be amended by adding “BAI and the Owner agree that the overall liability of the actual, alleged, or threatened discharge, dispersal, release, or escapement of pollutants, and the responsibility for the ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project remain with the Owner.

BAI and the Owner acknowledge that BAI professional liability policy does not apply to claims arising out of the actual, alleged, or threatened discharge, dispersal, release, or escapement of pollutants. Therefore, the Owner agrees not to bring a claim against BAI relating to the uninsured liability referenced above. Furthermore, the Owner agrees to indemnify and hold harmless BAI for claims against BAI by a third party for the uninsured liability referenced above. BAI agrees to perform the services to the normal accepted standard of care, and to assume the liability resulting from a finding of gross negligence.”

10. Article 10.2 shall be amended by adding “The rates set forth in the Reimbursable Expense schedule here to are for only the calendar years indicated, and that said rates shall be subject to annual adjustment on submission by BAI to the Owner of a new Reimbursable Expense schedule, and that upon receipt by the Owner, the rates in the new Reimbursable Expense schedule shall supersede those in all previous Reimbursable Expense schedules”.

11. Article 11.1 “Zero Dollars (\$0)”.

12. Article 11.2.1 Basic Compensation is listed with the corresponding Scope of Service. Services performed by BAI in excess of the number provided in Scope of Service for each Step of Phase I and for Phase II and Phase III, as described in Chapter 3 of this Proposal, shall be compensated by the Owner as Additional Service. Examples are number of meetings, plans, project manuals, trips, etc. in excess of the specified number included in Basic Service. Compensation for Additional Services shall be based on the expense schedule included herein.

13. Article 11.3 – 11.3.3 Compensation for Basic Service Reimbursable Expenses and Additional Service Reimbursable Expenses shall be based on the following Expense Schedule, plus ten percent for administrative costs, for Calendar Year 2015 including: Telephone Charges-actual; Fax Charges-\$0.50 per sheet; E-Mail Charges-\$0.50 per sheet, \$3.00 per full color sheet; Mileage each way-\$0.55 per mile; Other Travel Costs-actual; Computer Usage-\$10.00/hour; Report Binders and Covers-\$2.00/set; Transparency Copies (8.5 x 11)-\$1.00/standard, \$4.00/color; Copies (8.5 x 11)-\$0.25/black & white, \$1.00/partial color, \$3.00/full color; Copies (8.5 x 14)-\$0.30/black & white, \$1.50/partial color, \$3.50/full color; Copies (11 x 17)-\$0.35/black & white, \$2.00/partial color, \$5.00/full color; Plan Copies (24 x 36)-\$4.00/bond; Foam Boards (24 x 36)-\$150.00/each; Shipping/Postage-actual; Photo Record-\$1.00/print, \$2.00/slide, \$5.00/video recorder; Survey Equipment-\$10.00/hr.; Meals-\$7.00/breakfast, \$9.00/lunch, \$15.00/dinner; Lodging-\$85.00/night; Sub-consultants/Test-actual; Other charges as stated in Article 10.2. For Additional Service only: Engineer - \$175.00/hour; Architect - \$175.00/hour; Project Manager - \$90.00/hour; Engineering Technician - \$65.00/hour; Secretarial - \$30.00/hour.

State and local plan review fees are not included with any of the above, and shall be paid by the Owner separately, or if BAI pays said fees, then Owner shall reimburse BAI separately.

14. This Agreement is for Three Phases of Professional Service.

15. Neither BAI or BAI's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of One Million Dollars (\$1,000,000) by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

16. Article 11.4 shall be amended by adding "Reimbursable Expense schedule contained in the General Conditions shall be used as the basis of payment for Reimbursable Expenses."

#### **D) Statement of Insurance Coverage**

Burbach Aquatics, Inc. will furnish a Certificate of Insurance for the duration of the project on the following basis:

Excess Blanket Liability	\$1,000,000
Comprehensive General Liability	\$1,000,000
Owned Automobile Liability	\$1,000,000
Professional Liability Errors & Omissions	\$1,000,000
Worker's Compensation	Wyoming Statutes

**BURBACH AQUATICS, INC.**  
**ARCHITECTS & ENGINEERS**

5974 State Highway 80 South

P.O. Box 721

Platteville, Wisconsin 53818

PH (608) 348-3262 FAX (608) 348-4970

[www.burbachaquatics.com](http://www.burbachaquatics.com)

[baae@centurytel.net](mailto:baae@centurytel.net)

January 7, 2016

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

Ph: (307)235-8341

Sent Via: [eyonker@casperwy.gov](mailto:eyonker@casperwy.gov)

Dear Mr. Yonker,

The purpose of this letter is to follow up your email and our conversation of earlier this week. The City of Casper has wisely decided to push renovation of Washington Park swimming pool into the fall of 2016 to allow for a more realistic time-line. Consequently, Burbach Aquatics, Inc. (BAI) Phase II substantial completion date was revised to May 2, 2016. BAI was also asked to provide a not-to-exceed Reimbursable amount for our services.

Earlier, on December 23, 2015, BAI provided a Proposal which was based on the Scope of Service provided by the City for said project. It is BAI's understanding that the Washington Park swimming pool was originally renovated in 1988 and has been budgeted for renovation of specific elements. As BAI understands the situation, the project will include a liner for the main pool vessel, installation of new deck drains, and replacement of the existing diatomaceous earth filter system with a new high pressure sand filter system.

BAI agrees to substantially complete Phase II service and deliver bid documents to the City of Casper for review by May 2nd, 2016. Per your request BAI also agrees to a not-to-exceed Basic Compensation amount of \$53,300.00 plus reimbursables based on the reported budget of \$490,000 for said project. This not-to-exceed Basic Compensation amount is based on the percent of construction cost as specified in BAI's December 23<sup>rd</sup> Proposal.

BAI's not-to-exceed Reimbursable amount is estimated between \$12,300-\$23,800 maximum. The range on the reimbursable cost is due to availability of shared trips and number of variances determined during design.

The men and women of BAI appreciate the opportunity to serve the City of Casper on this very important project. Should you have further questions, please do not hesitate to contact our Platteville office at 608-348-3262.

Sincerely,

BURBACH AQUATICS, INC.



David F. Burbach, PE

DFB:jkl

RESOLUTION NO. 16-36

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH BURBACH AQUATICS, INC., FOR PROFESSIONAL SERVICES FOR THE WASHINGTON PARK POOL IMPROVEMENTS.

WHEREAS, the City of Casper desires to enter into a professional services agreement with Burbach Aquatics, Inc., for design, bidding, and construction administration services for the Washington Park Pool Improvements, Project No. 14-77; and,

WHEREAS, Burbach Aquatics, Inc., is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services agreement with Burbach Aquatics, Inc., to provide professional consulting services for the Washington Park Pool Improvements Project.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project as prescribed by the contract, for a total amount not to exceed Seventy-Seven Thousand One Hundred Dollars (\$77,100.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracy L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

January 28, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Jason Knopp, P.E., City Engineer,   
Jolene Martinez, Special Project Analyst  
Terry Cottenoir, Engineering Technician

SUBJECT: Amendment No. 2 to the Contract for Professional Services with Stantec Consulting Services, Inc., for the North Platte River Restoration Project, Project No. 14-17

Recommendation:

That Council, by resolution, authorize Amendment No. 2 with Stantec Consulting Services, Inc., for additional engineering services for the North Platte River Restoration Phase II Project, No. 14-17, in an amount not to exceed \$106,100, for a total contract price of \$562,663.

Summary:

Stantec Consulting Services, Inc., is currently under contract for design and construction administration services for the North Platte River Restoration Project, Project No. 14-17. The project includes providing design services for the Morad Park, Wyoming Boulevard, Water Treatment Plant, Ft. Caspar/Izaak Walton, and Knife River sites with the intent of improving water quality, stabilizing river banks, removing rip/rap concrete from the banks, removing non-native vegetation, and replanting the riparian zone with native vegetation.

The City of Casper desires to expand the Ft. Caspar/Izaak Walton site's proposed design limits to include the remaining portion of the river that passes directly in front of the water plant well fields and the Town of Mills section of river from Izaak Walton to the Wyoming Boulevard Bridge. These sections of the river have been added to help protect the water plant's infrastructure due to erosion and as a partnership with the Town of Mills.

Stantec Consulting Services, Inc., has provided a fee of \$106,100 to complete additional design of approximately 3,300 linear feet, topographic surveying, wetland delineation, biological and cultural surveys necessary for wetland development, and permitting of the additional area. The Engineering Office has reviewed Stantec's proposal and finds it in order. City staff recommends authorization of the contract extension using the 1%#14 funds budgeted for the project.

A resolution is prepared for Council's consideration.

AMENDMENT NO. 2  
TO THE  
CONTRACT FOR PROFESSIONAL SERVICES  
WITH THE  
CITY OF CASPER  
FOR ADDITIONAL ENGINEERING SERVICES  
FOR THE  
NORTH PLATTE RIVER RESTORATION PHASE II PROJECT  
PROJECT NO. 14-17

The City of Casper, Owner, hereby authorizes Amendment No. 2 to the Contract for Professional Services with Stantec Consulting Services, Inc., for the North Platte River Restoration Phase II Project, No. 14-17, dated February 3, 2014, to extend the amount of compensation to the Engineer by a sum not to exceed One Hundred Six Thousand One Hundred Dollars (\$106,100). The total amount of compensation for the contract, including this Amendment, shall not exceed Five Hundred Sixty-Two Thousand Six Hundred Sixty-Three Dollars (\$562,663) without written approval from the Owner.

It is agreed that the increase in the cost ceiling shall be reasonable compensation for performing additional design services, as detailed in the following documents:

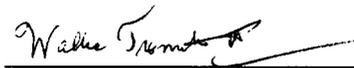
- Scope of Services from the Engineer to the Owner dated January 11, 2016, attached hereto and marked as Exhibit "A."
- A map of the Izaak Walton Site Extension from the Engineer dated January 11, 2016, attached hereto and marked Exhibit "B."
- Attachment from Engineer's sub-consultant, SWCA, dated September 15, 2015, attached hereto and marked as Exhibit "C."
- Attachment from Engineer's sub-consultant, CEPI, dated September 19, 2015, attached hereto and marked Exhibit "D."

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

For the Owner, the City of Casper,

dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

By: \_\_\_\_\_  
Daniel Sandoval

Title: Mayor

North Platte River Restoration Phase II, Project No. 14-17  
Amendment No. 2  
Page 2

For the Engineer, Stantec Consulting Services Inc.,

dated this 29<sup>th</sup> day of January, 2016.

By: Jon H. Alstad

Title: Senior Program Manager

# EXHIBIT "A"



## Scope of Services

Izaak Walton Site Extension  
Design



Prepared for:  
City of Casper

Prepared by:  
Stantec Consulting Ltd.  
2950 E. Harmony Rd  
Suite 290  
Fort Collins, CO 80525

January 11, 2016



**Sign-Off Sheet**

Prepared by *Nathan Jean*  
(Signature)

**Nathan Jean, PE**

Reviewed by *J. George Athanasakes*  
(Signature)

**George Athanasakes, PE**

Reviewed by *Randy Walsh*  
(Signature)

**Randy Walsh, MSc**

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# 1 Background

The City of Casper has requested a scope of services from Stantec Consulting Services Inc. (Stantec) for:

- Additional river restoration design of approximately 3,300 linear feet along the North Platte River (see attached map for project area and limits)
- Topographic survey of additional area
- Biological and cultural resources surveys of additional area
- Permitting of additional area

Project objectives include:

- Evaluating the existing geomorphic conditions of the North Platte River in the project area
- Create a geomorphic-based design to establish a stable dimension, pattern, and profile for the North Platte River along this reach.
- Design will address bank instability, aesthetics, fish habitat, invasive Russian Olive control, and re-vegetation objectives

## 2 Project Tasks

### 2.1 Project Meetings and Communication

A kickoff meeting between the team members will be held so that relevant project issues and concerns can be discussed. The meeting is essential to gaining consensus on key issues as well as project goals.

Stantec will attend four additional meetings that will be dictated by project milestones. The first meeting will take place to discuss current known channel issues. The second meeting will occur after the completion of the 30% design, the third will occur after completion of the 60% design and the fourth meeting will occur after the 90% design. Other meetings will be determined on an as needed basis. Stantec will provide meeting minutes for documentation after all meetings. In addition to the in-person meetings, Stantec will participate in conference calls as needed.

### 2.2 Topographic Survey of Existing Conditions

#### 2.2.1 DATA COLLECTION

This task includes:

- Professional Land Surveyor certified data collection on the river bed and banks in the project area. Survey in the river area will be collected using sonar surveying equipment and jet skis
- Professional Land Surveyor certified data collection of overbank and floodplain regions in the project area. This data will be collected with conventional surveying techniques

## **2.3 Geomorphic Assessment of Existing Conditions**

### **2.3.1 GEOMORPHIC DATA COLLECTION**

Stantec will conduct a geomorphic assessment of approximately 3,300 linear feet of channel. This field assessment will be performed by first walking the length of the study section. Channel evolution patterns can be observed and causes of instability will be identified. During the field walk, areas of erosion, head-cuts, channel degradation, and sediment aggradation will be identified. Photographic documentation will be performed, and locations for more in-depth geomorphic assessments will be identified.

## **2.4 Design**

Stantec will design the proposed project to meet the goals and objectives outlined in this scope of work and those outlined in the City of Casper's North Platte River Master Plan. The final design will be sealed by a Stantec State of Wyoming Professional Engineer. Stantec understands that the final plan set and bid document will include alternate bid items. Documentation of those alternate bid items is included in this scope and cost.

### **2.4.1 30% DESIGN**

Stantec will prepare a 30% design submittal that will include design drawings (11" x 17" sheets). Data collected during the geomorphic assessments of the project reach and reference reach(es) will be utilized along with relevant hydraulic calculations to formulate a river restoration solution to meet project goals. The drawings will include plan views illustrating the proposed stream location stream alignment and typical cross sections (pool and riffle).

### **2.4.2 SEDIMENT TRANSPORT ANALYSIS**

Sediment transport analyses focusing on competency and capacity will be performed for the 30% design as well as the final design. These analyses will be performed to aid in developing a stable dimension, pattern and profile for the designed channel.

### **2.4.3 HYDROLOGIC AND HYDRAULIC MODELING**

Watershed hydrology and hydraulics will be modeled to evaluate the effects of the alternative solutions on water surface elevations. In addition, the modeling will be used to assist with the determination of bankfull discharge and to evaluate the effectiveness of the proposed design. All modeling will be performed using HEC-RAS using the existing LIDAR data. Water surface profiles will be determined for the 100 year flood event. It is assumed at this point in time that a CLOMR nor LOMR will not be needed for the proposed work. A no-rise in water surface elevation will be achieved for the 100 year storm event.

### **2.4.4 60% DESIGN DRAWINGS**

Based on feedback from City of Casper on the 30% design, the design will be adjusted accordingly. Stantec will prepare a design (60%) submittal that will include design drawings (11" x 17" sheets). The design drawing's (11" X17" sheets) will include plan views illustrating the proposed stream alignment, typical cross sections (pool and riffle),

profile of the stream alignment, cross sections at specific intervals, details and structure placement tables.

#### **2.4.5 90% DESIGN DRAWINGS**

Based on feedback from the City of Casper on the 60% design, Stantec will prepare a (90%) submittal that will include detailed design drawings (11" x 17" sheets), specifications, SWPPP (stormwater pollution prevention plan), invasive species control plan, re-vegetation plan and engineer's opinion of probably construction cost. The detailed design drawings (11" x 17" sheets) will include plan views illustrating the proposed stream location, revegetation plan, proposed stream profile, typical riffle and pool cross-sections, cross sections at specific intervals, details and structure placements.

#### **2.4.6 FINAL DESIGN DRAWINGS**

Final design drawings will be prepared following incorporation of final comments on the 90% design drawings. The detailed design drawings (11" x 17" sheets) will include plan views illustrating the proposed stream location, revegetation plan, proposed stream profile, typical riffle and pool cross-sections, cross sections at specific intervals, details, structure placements, written specifications and opinion of probable cost. Drawings and specification will be sealed by a Stantec engineer licenced in the state of Wyoming.

### **2.5 Biological and Cultural Resources Surveys**

This task will consist of completing the biological and cultural resource investigations to demonstrate avoidance and minimization of impacts to wetlands and cultural resources. Findings of these surveys would be communicated with the City and used to minimize, avoid, and calculate resource impacts during the design process. A report of the findings will also be submitted to the U.S. Army Corps of Engineers (USACE) in support of the preconstruction notification (PCN).

#### **2.5.1 WETLAND DELINEATION**

Stantec Team proposes surveys within approximately 30 acres at two locations: 1) the section between Wyoming Boulevard and Izaak Walton; and 2) the section between Izaak Walton and SW Wyoming Boulevard. This increased survey area will provide the City with information regarding known wetlands within the project area and the data necessary to allow them to create or expand wetlands within the project area. Stantec Team will perform a wetland delineation of all waters within survey area. Delineation methods will follow the USACE 1987 Delineation Manual and the Great Plains Regional Supplement.

- Stantec Team will identify and recommend any possible design or project realignments to minimize and avoid wetlands and potential waters of the U.S. to the practical extent. Alignment considerations will be based on wetland avoidance, project cost, and feasibility for construction.
- Stantec Team assumes that the wetland delineations can be completed by two wetlands specialists within two 8-hour days.
- Stantec Team will provide a written aquatic resource inventory report for the project area. The report will document site conditions and provide recommendations for compliance with the Clean Water Act of 1972. The report coupled with the design will also serve as a PCN to the USACE. The report will be

transmitted to the City and client representatives, as needed, for review prior to submission to the USACE and other applicable regulatory agencies.

- Stantec Team will provide a graphic illustration of all potential jurisdictional waters of the U.S. within the project alignment and adjacent areas to assist with future planning. Digital files of these areas can be provided upon request.
- Stantec Team will provide up to four color copies of the aquatic resource inventory report.

## 2.5.2 CULTURAL RESOURCES INVENTORY

Stantec Team proposes surveys within the approximately 30-acre survey area along the North Platte River. Stantec Team will conduct a Class I literature review and dispatch two archaeologists to the project area to conduct a Class III inventory and visit any previously recorded sites in the inventory area.

Class I Literature Review:

- This task includes a full review of previous work conducted in the project area, identifying previously recorded sites, and previous inventories, as applicable. Work completed as part of the Master Plan will be used during this task.

Class III Inventory:

- Surveys will be conducted in two areas totaling approximately 30 acres.
- The inventory will involve dispatching two archaeologists to walk a series of parallel transects across the project area spaced by 30 meters.
- Cultural resource surveys within this project area are assumed to take two archaeologists 8 hours to complete.
- Documentation of cultural resources beyond the project corridor (i.e., road bridges, historic buildings, and historical structures in the vicinity) is not included in this scope of work.
- All archaeological resources older than 50 years of age will be recorded according to guidelines and protocols set forth by the Wyoming State Historic Preservation Office (SHPO).
- Stantec Team assumes that no shovel testing for insufficient ground visibility will be required.
- Stantec Team will visit all previously recorded sites located within the project area to update, reevaluate, and re-map sites, as necessary.
- Stantec Team will produce a Class III report, site forms, and isolated resource forms to be submitted to the SHPO.

## 2.6 Permitting

Following project design, Stantec Team will submit to USACE a PCN which includes the aquatic resources inventory, Class III cultural resources report, and detailed maps of existing and proposed wetlands by location, type, and acreage. Based on the Clean Water Act, Section 404 permitting process on other phases of the North Platte Restoration Project, we are assuming that permitting of the additional survey areas would require 1) a Nationwide Permit #27 under Section 404 of the Clean Water Act; and 2) review and water quality certification from the Wyoming Department of Environmental Quality under Section 401 of the Clean Water Act. We are assuming that these permitting requirements can be obtained jointly if the project is authorized under a Nationwide Permit. This scope of work also assumes that the additional survey area

PCN will be submitted concurrently with the Izaak Walton PCN to maximize permitting efficiency.

### 3 Schedule

The schedule will be discussed and agreed upon by Stantec and the City of Casper.

### 4 Cost

<b>Cost of task 2.1 – 2.6</b>	<b>\$106,100.00</b>
<b>Total</b>	<b>\$106,100.00</b>

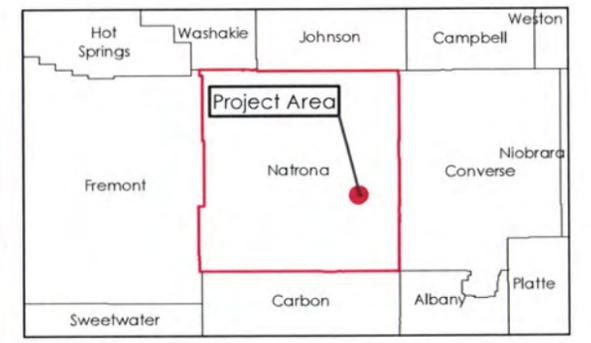
### 5 Provisions

- Stantec will have open access to the study section
- Stantec will have electronic access to all physical, planning, and engineering information known and generated for the property to date
- Project shall be drafted in AutoCAD
- Geomorphic assessment area will be approximately 3,300 LF
- Design length will be approximately 3,300 LF
- No FEMA submittals are required
- Permitting cost, if necessary will be paid by the City of Casper
- Stantec will respond to one (1) set of comments on 30% design, 60% design, and 90% design
- A Professional Land Surveyor (PLS) will not be required for geomorphic survey
- PLS survey is included under a separate contract
- Permitting is included under a separate scope
- Delays due to landowner access coordination, weather, etc., are not included
- A HEC-18 (scour) analysis will not be required for any bridge structures
- A no-rise will be achieved for the 100 year storm event
- The project can be authorized under a Nationwide Permit
- No mitigation plan or monitoring plan will be required
- Stantec does not guarantee that permits will be received
- One (1) foot LIDAR data is available for the project area
- This scope does not include preconstruction meetings, or any construction monitoring or administration activities
- This scope does not include post construction monitoring
- Stantec does not guarantee the opinion of probable construction cost

# EXHIBIT "B"



- Notes**
1. Coordinate System: NAD 1983 StatePlane Wyoming East Central FIPS 4902 Feet
  2. Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Project Location: North Platte, Casper, WY  
 212205104  
 Prepared by GET on 2015-09-25

Client/Project: City of Casper, North Platte, Restoration

Figure No. **1**

**DRAFT**

## Izaak Walton Extended Sections

V:\2122\active\212205104\_Izaak\_Walton\gh\Izaak\_walton\_extensions.mxd  
 Revised: 2015-09-25 By: gfallaca  
 1177819

Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents from any and all claims arising in any way from the content or provision of the data.

**EXHIBIT "C"**

Sound Science. Creative Solutions.®

Shendan Office  
 1892 South Shendan Avenue  
 Shendan, Wyoming 82801  
 Tel 307.673.4303 Fax 307.673.4505  
 www.swca.com

2136

September 15, 2015

Mr. Nate Jean  
 Water Resources Engineer  
 Stantec  
 2950 East Harmony Road, Suite 290  
 Fort Collins, Colorado 80528

### **Scope of Work for the City of Casper Additional Survey and Permitting Areas**

Dear Mr. Jean:

SWCA Environmental Consultants (SWCA) is pleased to present this scope of work for biological and cultural resource studies in support of the North Platte Restoration Project in the City of Casper (the City), Wyoming. These studies will be used for project design and permitting under Section 404 of the Clean Water Act. The work outlined below will support the City in obtaining a Nationwide Permit #27 that will authorize work for areas not included in our previous scope of work (February 2014). Our proposed scope, as outlined below, will be under the Master Services Subconsultant Agreement with Stantec, dated April 22, 2011.

### **Task 1 – Biological and Cultural Resource Surveys**

Task 1 will consist of completing the biological and cultural resource investigations to demonstrate avoidance and minimization of impacts to wetlands and cultural resources. Findings of these surveys would be communicated with City and Stantec and used to minimize, avoid, and calculate resource impacts during the design process. A report of the findings will also be submitted to the U.S. Army Corps of Engineers (USACE) in support of the preconstruction notification (PCN).

#### **Task 1.1 Wetland Delineation**

SWCA proposes surveys within approximately 30 acres at two locations: 1) the section between Wyoming Boulevard and Izaak Walton; and 2) the section between Izaak Walton and SW Wyoming Boulevard. This increased survey area will provide the City with information regarding known wetlands within the project area and the data necessary to allow them to create or expand wetlands within the project area. SWCA will perform a wetland delineation of all waters within survey area. Delineation methods will follow the USACE 1987 Delineation Manual and the Great Plains Regional Supplement.

- SWCA will identify and recommend any possible design or project realignments to minimize and avoid wetlands and potential waters of the U.S. to the practical extent. Alignment considerations will be based on wetland avoidance, project cost, and feasibility for construction.
- SWCA assumes that the wetland delineations can be completed by two wetlands specialists within two 8-hour days.

- SWCA will provide a written aquatic resource inventory report for the project area. The report will document site conditions and provide recommendations for compliance with the Clean Water Act of 1972. The report coupled with the design will also serve as a PCN to the USACE. The report will be transmitted to the City and client representatives, as needed, for review prior to submission to the USACE and other applicable regulatory agencies.
- SWCA will provide a graphic illustration of all potential jurisdictional waters of the U.S. within the project alignment and adjacent areas to assist with future planning. Digital files of these areas can be provided upon request.
- SWCA will provide up to four color copies of the aquatic resource inventory report.

### **Task 1.2 Cultural Resources Inventory**

SWCA proposes surveys within the approximately 30-acre survey area along the North Platte River. SWCA will conduct a Class I literature review and dispatch two archaeologists to the project area to conduct a Class III inventory and visit any previously recorded sites in the inventory area.

#### **Class I Literature Review:**

- This task includes a full review of previous work conducted in the project area, identifying previously recorded sites, and previous inventories, as applicable. Work completed as part of the Master Plan will be used during this task.

#### **Class III Inventory:**

- Surveys will be conducted in two areas totaling approximately 30 acres.
- The inventory will involve dispatching two archaeologists to walk a series of parallel transects across the project area spaced by 30 meters.
- Cultural resource surveys within this project area are assumed to take two archaeologists 8 hours to complete.
- Documentation of cultural resources beyond the project corridor (i.e., road bridges, historic buildings, and historical structures in the vicinity) is not included in this scope of work.
- All archaeological resources older than 50 years of age will be recorded according to guidelines and protocols set forth by the Wyoming State Historic Preservation Office (SHPO).
- SWCA assumes that no shovel testing for insufficient ground visibility will be required.
- SWCA will visit all previously recorded sites located within the project area to update, re-evaluate, and re-map sites, as necessary.
- SWCA will produce a Class III report, site forms, and isolated resource forms to be submitted to the SHPO.

### **Task 2 – Permitting**

Following project design, SWCA will submit to USACE a PCN which includes the aquatic resources inventory, Class III cultural resources report, and detailed maps of existing and proposed wetlands by location, type, and acreage. Based on the Clean Water Act, Section 404 permitting process on other phases of the North Platte Restoration Project, we are assuming that permitting of the additional survey areas would require 1) a Nationwide Permit #27 under Section 404 of the Clean Water Act; and 2) review and water quality certification from the Wyoming Department of Environmental Quality under Section 401 of the Clean Water Act. We are assuming that these permitting requirements can be

Mr. Nate Jean  
September 16, 2015

obtained jointly if the project is authorized under a Nationwide Permit. This scope of work also assumes that the additional survey area PCN will be submitted concurrently with the Izaak Walton PCN to maximize permitting efficiency.

## **Costs**

Professional services will be completed on a fixed fee basis of \$9,300 including labor and expenses.

Thank you for the opportunity to continue work on the North Platte Restoration Project. Please contact me with any questions at 303-487-1183 or [agornall@swca.com](mailto:agornall@swca.com).

Thank you,

Ashli Gornall  
Environmental Specialist / Project Manager

# EXHIBIT "D"



September 19, 2015

Stantec  
Mr. Nathan Jean  
2950 E. Harmony Road, Ste. 290  
Fort Collins, CO 80528

Re: Additional River Surveying 2

Dear Nathan:

Thank you again for contacting CEPI for a survey quote to assist you on the project in Casper, Wyoming. It is my understanding that the project consists of providing additional River survey data as outlined in the exhibit provided in the email dated September 18<sup>th</sup>.

CEPI will perform the above described additional services for a cost of \$3800.00. This cost includes all the personnel, equipment, rental equipment and materials to complete the project as stated.

If you have any questions, please feel free to contact me at any time.

Sincerely,

**Civil Engineering Professionals, Inc,**

A handwritten signature in black ink that reads "Bill Fehring". The signature is written in a cursive, flowing style.

Bill Fehring, P.L.S.  
Survey Manager

Civil Engineering Professionals, Inc  
6080 Enterprise Dr. Casper, WY 82609  
Phone 307.266.4346 Fax 307 266.0103  
www.cepi.casper.com

RESOLUTION NO. 16-37

A RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH STANTEC CONSULTING SERVICES, INC., FOR THE NORTH PLATTE RIVER RESTORATION PHASE II PROJECT.

WHEREAS, Stantec Consulting Services, Inc., under a contract for professional services dated February 3, 2014, is providing design and construction administration services for the North Platte River Restoration Phase II Project; and,

WHEREAS, the City of Casper desires to expand the Izzak Walton site's proposed design limits; and,

WHEREAS, additional engineering services outside the original scope of work are required to expand the Izzak Walton site design limits upstream to include the remaining portion of the river that passes directly in front of the water plant well fields and downstream to the Wyoming Boulevard Bridge; and,

WHEREAS, the City of Casper desires to extend the scope of work with Stantec Consulting Services, Inc., to provide these additional services; and,

WHEREAS, Stantec Consulting Services, Inc., is able and willing to provide those services as specified in Amendment No. 2.

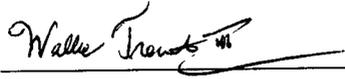
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 2 to the contract for professional services between the City of Casper and Stantec Consulting Services, Inc., for additional engineering services associated with the North Platte River Restoration Phase II Project, in the amount of One Hundred Six Thousand One Hundred Dollars (\$106,100).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to an additional amount not to exceed One Hundred Six Thousand One Hundred Dollars (\$106,100), for a total contract amount of Five Hundred Sixty-Two Thousand Six Hundred Sixty-Three Dollars (\$562,663).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

(Amendment No. 2 – Stantec – N. Platte River Restoration Phase II)



---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Tracey L. Belser  
City Clerk

---

Daniel Sandoval  
Mayor

January 4, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director   
Jason Knopp, P.E., Associate Engineer ~~///~~  
Terry Cottenoir, Engineering Technician

SUBJECT: Contract for Professional Services with WWC Engineering, Inc. for the Robertson Road Trail Continuation, Project No. 15-41

Recommendation:

That Council, by resolution, authorize a contract for professional services with WWC Engineering, Inc. (WWC), for design and construction administration services for the Robertson Road Trail Continuation, Project No. 15-41, in the amount of \$38,000.

Summary:

The City of Casper is the recipient of Transportation Alternative Program (TAP) funds for completing the final section of the pedestrian pathway alongside Robertson Road. The proposed project is to construct a pedestrian pathway alongside Robertson Road starting at the Green Valley Mobile Home Subdivision and extending to the south connecting to the Robertson Road Bridge. The Robertson Road pathway will provide a safe route for non-drivers along Robertson Road, including students and families attending Oregon Trail Elementary School and residents of several subdivisions along Robertson Road.

On August 5, 2014, WWC was selected from a group of the three best qualified consulting firms to furnish engineering design and construction administration services for the Robertson Road Trail Extension. A selection committee consisting of City staff and members of the Platte River Parkway Trust reviewed the proposals and chose WWC based on their interview and team qualifications. WWC also provided engineering design services to WYDOT for the Robertson Road Reconstruction Project, and did the preliminary design for the entire pathway reach as a part of that project.

Design services for the project include preparation of construction plans and specifications, and assistance to the City in advertising for, opening, and evaluating construction bids. Construction services include field staking, field observations, attending construction progress meetings, material testing, record drawings, and review of payment applications. Construction of the improvements is to be completed December 31, 2017.

The estimated cost for this project is \$449,762.68. TAP funding through WYDOT has been secured in the amount of \$359,810, with the balance of \$89,952.68 coming from General Fund Reserves allocated to Walkability projects.

A resolution is prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. WWC Engineering, Inc., d/b/a WWC, 5810 East 2<sup>nd</sup> Street, Suite 200, Casper, Wyoming 82609 (“Consultant”).

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

### RECITALS

A. The City is undertaking a project to complete the pedestrian pathway alongside Robertson Road.

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

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

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

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

1. SCOPE OF SERVICES:

The Consultant shall perform the services detailed in their proposal attached as Exhibit ‘A’.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 31st day of December, 2017.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Thirty-Eight Thousand Dollars (\$38,000.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

(WWC Engineering – Robertson Road Pathway Continuation)

  
\_\_\_\_\_

(WWC Engineering – Robertson Road Trail Extension)

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

WITNESSETH:

CONSULTANT  
WWC Engineering  
5810 East 2<sup>nd</sup> Street  
Suite 200  
Casper, Wyoming 82609

By: 

By: 

Printed Name: TERRY COTTENCOR

Printed Name: DARRIN TROMBLE

Title: Engineering Technician II

Title: BRANCH MANAGER

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Consultant shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Consultant and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Consultant shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Consultant shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

11.4 Consultant agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Consultant.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Consultant shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Consultant shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only

parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

# EXHIBIT 'A'



5810 East 2<sup>nd</sup>, Ste.200 • Casper, WY 82609 • (307) 473-2707  
Fax (307) 237-0828 • E-mail: infocsp@wwcengineering.com

January 29, 2016

Mr. Jason Knopp, P.E.  
City Engineer  
City of Casper  
200 N. David Street  
Casper, WY 82601

**Re: Robertson Road Trail: South Extension**

Dear Jason,

Thank you for considering WWC Engineering to be involved in the Robertson Road Pathway South Extension Project. The City of Casper selected WWC to design the pathway originally in 2012 so it could be included with WYDOT's road project which WWC was designing as well. WWC was selected for the Robertson Road Reconstruction Project, a federally funded project, by WYDOT through their consultant selection process. WWC completed the design and construction documents; however, the pathway was removed from construction due to high bid prices received for the pathway portion of the project.

The City of Casper recently received funding through the Transportation Alternative Program (TAP) to construct the pathway project from the Robertson Road Bridge to the Green Valley Mobile Home subdivision. WWC has reviewed the previously completed design and prepared the proposed scope below for what it will take to revise the design, bid the project, and oversee the construction.

- 1. Environmental Clearances:** The Categorical Exclusion (CE) for the Robertson Road Reconstruction project which covered this portion of pathway has expired so a new CE will be required. WWC will have an Intensive Cultural Resource Survey completed for a 100' wide corridor along the pathway alignment. A Categorical Exclusion will then be prepared and submitted to the City for approval and to be forwarded to WYDOT for their review and approval.

*Total Design Hours Required = 41*  
*Requested Fee = \$8,000*

- 2. Survey/Mapping:** The new overhead power poles, ground mounted power equipment, pathway grading, and drainage inlets will need to be surveyed and the mapping updated.

*Total Design Hours Required = 10*  
*Requested Fee = \$1,400*

- 3. Design and Plan Preparation:** The pathway design will require minor modifications due to potential impacts with the new power equipment and the drainage will be re-evaluated. The plan sheets will be revised from the WYDOT format to a standard City of Casper plan sheets.

*Total Design Hours Required = 67*  
*Requested Fee = \$5,600*

- 4. Bidding:** Bid documents will be prepared to include the FHWA-1273, Required Contract Provisions for Federal-Aid Construction Projects. WWC will attend the pre-bid meeting, answer contractor questions, prepare and issue any required addenda, review and tabulate bids, and issue recommendation of award.

*Total Design Hours Required = 57*  
*Requested Fee = \$5,000*

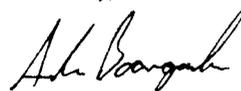
- 5. Construction Administration:** WWC will provide CA services for the City of Casper, see the attached draft scope of CA services we used in preparation of the fee estimate. On-site inspection will average 2 hours per day depending on the activities of the contractor and the progression of work.

*Total CA Hours Required = 172*  
*Requested Fee = \$18,000*

**Total Project Hours Required = 347**  
**Total Project Requested Fee = \$38,000**

If our understanding of the project and associated design and CA efforts differs from your expectations, feel free to contact our office and we can discuss it further. The fee proposal was based on the included scope of work, stated assumptions, and experience with previous TAP funded pathway projects.

Sincerely,



Andrew Boomgarden, P.E.  
Project Manager

**Robertson Road Trail: South Extension  
Construction Administration:**

**Scope of Services**

A. Construction:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.
2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Consultant will deliver not more than five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
  - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full time assistant (or as agreed) at the site to assist Consultant and to provide continuous observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner informed of the progress of the Work. The RPR and the assistant will be on site for an average of two (2) hours per day depending on the activities of the Contractor(s) and the progression of the Work.
  - b. The RPR will be Consultant's agent or employee and under Consultant's supervision. The duties and responsibilities of the RPR are set forth in Exhibit "A", "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

- c. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

- d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of material conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.
- e. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the negative number. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.
- f. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, and minutes of the progress meetings.

During construction, progress meetings to include Owner's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.

In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that

week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.

5. Construction Staking. Consultant shall provide construction staking services for the Contractor(s), as follows:
  - a. Establish horizontal and vertical control for construction.
  - b. Provide all necessary staking required for construction of project, including any surveys necessary for preparation of as-constructed drawings and quantity calculations and verification.
  - c. All staking will be done once, and Contractor(s) will be responsible for additional staking at his cost.
6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner.
8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents.
11. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:

- a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.
  14. Walk-Through. Consultant shall conduct a walk-through to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.B.12.b (Construction Phase).
  15. Record Drawings. Consultant shall provide the Owner one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 4-mil Mylar, 11"x 17" record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings of the Project in digital

format compatible with the Owners system, labeled as "Record Drawings-Robertson Road Pathway: South Extension".

16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.
18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.B.1 through I.B.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

RESOLUTION NO.16-38

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING, INC., FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE ROBERTSON ROAD TRAIL CONTINUATION.

WHEREAS, the City of Casper desires to secure an engineering firm to provide design and construction administration services for the Robertson Road Trail Continuation, Project No. 15-41; and,

WHEREAS, WWC Engineering, Inc., is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with WWC Engineering, Inc., for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Thirty-Eight Thousand Dollars (\$38,000).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

December 15, 2015

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
Doug Follick, Leisure Services Director  
Jason Knopp, P.E., City Engineer   
Alex Sveda, P.E. Associate Engineer

SUBJECT: Amendment No. 3 to the Contract for Professional Services with Ohlson Lavoie Collaborative  
Mike Sedar Pool, Project No. 13-07B.

Recommendation:

That Council, by resolution, authorize an amendment to the contract for professional services with Ohlson Lavoie Collaborative (OLC) related to the Mike Sedar Pool, Project No. 13-07B, in the amount of \$5,999.00.

Summary:

OLC is currently under contract for final design, bidding and construction administration to reconstruct a pool in Mike Sedar Park. During the excavation for the bottom of the pool, it was discovered that there were soft subgrade conditions. Due to the relatively large amount of precipitation that Casper has received in the spring of 2015, the groundwater level was higher than what was initially reported in the geotechnical investigation performed in 2013. The geotechnical engineer recommended mitigating the saturated subgrade by over-excavating the area a minimum of three feet in depth, placing a geotextile fabric, and placing imported granular material at a depth of three feet. Amendment No. 3 includes fees for additional testing of the subgrade and granular materials from over-excavating. City Staff has reviewed the price from OLC and recommends a price adjustment of \$5,999.00.

Funding for professional services for Mike Sedar Pool will come from funds reserved from the building permit fees paid by the school district for the new Kelly Walsh School. These funds were dedicated to the pool construction in recognition of the loss of the outdoor pool at Kelly Walsh.

A resolution is prepared for Council's consideration.

**AMENDMENT NO. THREE TO THE CONTRACT  
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Ohlson Lavoie Collaborative (“Consultant”), 616 East Speer Boulevard, Denver, Colorado, 80203-4213.

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

**RECITALS**

A. On the 16<sup>th</sup> of December, 2014, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for the Mike Sedar Pool Project No. 13-07B.

B. The project requires professional services for updating final design, bidding and construction administration for the Mike Sedar Pool Project No. 13-07B.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

**1. INCORPORATION OF RECITALS**

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

**2. AMENDMENT TO PART I - AGREEMENT, 1. SCOPE OF SERVICES**

- o In D. Construction Phase.11. : Add the following:

“Consultant shall provide for additional materials testing for Changes in work so that all specifications are met.”

## **AMENDMENT TO PART I - AGREEMENT, 3. COMPENSATION**

- The first sentence which begins with “In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Eighty-Seven Thousand Three Hundred Thirty-Six Dollars (\$87,336.00)” is deleted in its entirety and replaced with the following:

“In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Ninety-Three Thousand Three Hundred Thirty-Five Dollars (\$93,335.00).”

### **3. RATIFICATION**

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

**--THIS SPACE INTENTIONALLY LEFT BLANK TO PAGE 3 OF 3--**

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

APPROVED AS TO FORM:

Wade Trumbull III

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

WITNESS

Ohlson Lavoie Collaborative  
616 East Speer Boulevard  
Denver, Colorado, 80203-4213

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

By: Robert L. McDonald

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

Printed Name: Robert L. McDonald

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

Title: Sr. Principal

December 9, 2015

Alex Sveda, Engineer  
City of Casper Engineering  
200 N. David  
Casper, WY 82601  
(307) 235-8341

RE: Mike Sedar Pool – City of Casper Project No. 13-07B  
Additional Services Proposal – Strata Geotech Overruns

Dear Mr. Sveda,

Thank you for reviewing this request from Strata Geotech for additional construction testing services. As we discussed, Dustin Rosberg has gone back through his last three invoices and provided discounted fees. He has also adjusted his scope of work for the remainder of the project as we discussed.

His email to me is attached to this letter for reference. Please find the following revised ASP 003R-1 for approval.

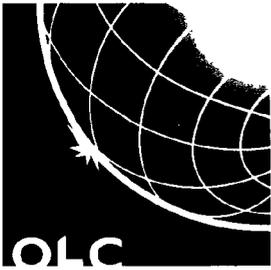
Please let me know if there are any additional questions or comments about this matter.

Sincerely,



Robert L. McDonald, AIA  
Senior Principal

Enclosures



**OHLSON LAVOIE  
COLLABORATIVE**

616 E SPEER BLVD  
DENVER, COLORADO  
80203-4213

T 303.294.9244

F 303.294.9440

www.olcdesigns.com

ARCHITECTURE  
AQUATICS  
INTERIORS  
TECHNOLOGY

## Robert McDonald

---

**From:** Dustin Rosburg [DRosburg@stratageotech.com]  
**Sent:** Wednesday, December 09, 2015 12:42 PM  
**To:** Robert McDonald  
**Subject:** Mike Sedar Pool Fees

Bob,

I will update you right now so you can get back with the City. It may be a bit before my administrator gets the invoices updated and sent to you.

The total amount billed to date is :	\$14,805.70
On the last three invoices I was able to mark off a total of:	<u>-\$841.25</u>
Putting the total amount to date at:	\$13964.45
For two concrete placements for the deck I estimate:	<u>+\$680.00</u>
This putting the total we would bill for the project:	\$14,644.45
The original estimate was:	<u>-\$9,190.00</u>
Leaving a change order amount needed of:	\$5454.45

Please let me know if you need anything else. I will have the updated invoices sent as soon as they can, but they will reflect the numbers above.

**Dustin Rosburg | Construction Services Manager**  
**Strata, A Professional Services Corporation (STRATA)**  
**Email** [drosburg@stratageotech.com](mailto:drosburg@stratageotech.com) | **Web** [www.StrataGeotech.com](http://www.StrataGeotech.com)



**Casper** – 605 North Warehouse Road, Casper, WY 82601  
**Office** 307.234.2126 | **Fax** 307.266.5143 | **Cell** 307.262.5113

**Gillette** – PO Box 4098, Gillette, WY 82717  
**Office** 307.686.6409 | **Fax** 307.686.6501

# Additional Services Proposal (ASP)

Please return to Ohlson Lavoie Corporation

Project #: 13018.01  
Project: Mike Sedar Pool

ASP#: 003R-1  
ASP Date: 12/09/15

To: Alex Sveda, City of Casper  
Cc:

Email  
Email

In reference to the original agreement between the City and Consultant for the above named project:

City: City of Casper, Wyoming  
200 North David Street  
Casper, WY 82601

Consultant: Ohlson Lavoie Collaborative  
616 E. Speer Blvd.  
Denver, Colorado 80203  
(303) 294-9244, Tel  
(303) 294-9440, Fax  
www.olcdesigns.com

## DESCRIPTION: (Continued on attached sheets)

Additional Construction Testing Services due to discovered existing soils and construction schedule.

Strata Geotech Testing Fee ..... \$5,454.00  
Subtotal ..... \$5,454.00

Architect's Administration (10%) ..... \$ 545.00  
Total Amount (Stipulated Sum) ..... \$5,999.00

Reimbursable expenses are NOT INCLUDED. Any requested hard copies or other reproduction expenses will be in addition to the expense allowance established by the original agreement.

## CONSULTANTS REQUIRED:

Civil  Soils.  Struct.  Mech./Plumb/Elec.  Aquatics  Food Svc.  Acoustic  Other – Materials Testing

## Fee And Time Summary:

All A/E services required to complete this ASP shall be Additional Services in accordance with Article 2 of the General Terms and Conditions of the Agreement, and are summarized as follows:

Additional Services Fee: \$ 5,999.00  Fixed  Estimated  Hourly

Additional Services Time: N/A  Fixed  Estimated

Start Date: N/A  Fixed  Estimated

Completion Date: N/A  Fixed  Estimated

Expenses: \$ N/A  Fixed  Estimated Multiplier =

## Issued By:



12/09/15 Robert L. McDonald, AIA Sr. Principal

ARCHITECT

Date: Print Name:

## Authorized By:

By signing below, I authorize the Additional Services as described herein and affirm that I am authorized to enter into this agreement.

Owner

Date: Print Name:

RESOLUTION NO.16-39

A RESOLUTION AUTHORIZING AMENDMENT NO. 3 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH OHLSON LAVOIE COLLABORATIVE (OLC), FOR PROFESSIONAL SERVICES FOR THE NEW POOL AT MIKE SEDAR PARK.

WHEREAS, OLC, under a contract for professional services dated December 16, 2014, is providing design and construction administration services for the Mike Sedar Pool Project; and,

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

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

WHEREAS, OLC, is able and willing to provide those services as specified in Amendment No. 3.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 3 to the contract for professional services between the City of Casper and OLC, for additional engineering services associated with the Mike Sedar Pool Project, in the amount of Five Thousand Nine Hundred Ninety-Nine Dollars (\$5,999.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to an additional amount not to exceed Five Thousand Nine Hundred Ninety-Nine Dollars (\$5,999.00), for a total contract amount of Ninety-Three Thousand Three Hundred Thirty-Five Dollars (\$93,335.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

January 25, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director   
Doug Follick, Leisure Services Director  
Jason Knopp, P.E., City Engineer   
Alex Sveda, P.E., Associate Engineer

SUBJECT: Contract for Professional Services with Stevens Engineering, Inc.  
Casper Ice Arena Ice Chiller System Replacement, Project No. 15-58

Recommendation:

That Council, by resolution, authorize a contract for professional services with Stevens Engineering, Inc., for design and construction administration services related to the Casper Ice Center Chiller System Replacement, Project No. 15-58, in the amount of \$106,200.00.

Summary:

The City of Casper Ice Arena currently uses a direct ice chilling system with R22 Freon as the cooling medium. R22 Freon is becoming more costly, non-sustainable, and will stop being manufactured for sale in the year 2020. Along with needing R22 Freon for operation, the current system has operated for nearly thirty (30) years, and, because of continuous maintenance and many recent system repairs, it is in need of replacement. A new indirect, ammonia system is expected to replace the current system.

A Request For Proposals was sent to qualified consultants to furnish professional services for the project. Stevens Engineering, Inc. was selected to provide the requested professional services based off of their qualifications and past experience with design of ice chiller systems. City staff recommends Stevens Engineering, Inc., be awarded the contract for professional services for design and construction administration services for the Casper Ice Arena Chiller System Replacement Project, in the amount not to exceed \$106,200.00.

Professional services for the project include pre-design and design services, construction documentation preparation, bidding services, and contract administration and observation. It is anticipated to have construction completed by August of 2017.

Funding for this project will come from Optional 1%#15 Sales Taxes allocated for the FY16 Ice Arena Ice Making System Replacement.

A resolution is prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the following parties:

The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. Stevens Engineers, Inc., 2211 O'Neil Road, Hudson, Wisconsin 54016 ("Contractor").

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

### RECITALS

A. The City is undertaking the Casper Ice Arena Ice Chiller System Replacement Project.

B. The project requires professional services for design and construction administration for the replacement of the City of Casper Ice Arena Ice Chiller System.

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

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

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

1. SCOPE OF SERVICES: The Consultant shall perform the following services in connection with and respecting the Project:

A. Design

1. The Consultant shall prepare design documents so that the project can be publicly bid in accordance with Wyoming State Statutes.
2. The Consultant shall perform investigations to identify needs and obtain information necessary to design each aspect of the project. The Consultant shall provide a brief summary report describing viable systems and make recommendations.

3. The Consultant shall provide all services for the project necessary to achieve complete installations, including structural, mechanical, electrical and related work.
4. The Consultant shall prepare bidding and construction documents as necessary, including drawings, technical specifications and related items. Documents shall be provided for all necessary aspects of the work including structural, mechanical, and electrical work including plans, details, equipment schedules and schematics.
5. The Consultant shall provide and submit the documents to the local authorities having jurisdiction and correct or clarify the documents based on comments received. The Consultant shall meet with and communicate with the authorities having jurisdiction to the extent necessary to ensure plans and specifications are in compliance with applicable codes before public advertisement of the project.
6. The Consultant shall prepare a project cost estimate when plans are approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement.

B. ComputerAided Drafting Format.

The Consultant shall prepare final drawings on a computer aided drafting format. Digital format shall be in AutoCAD and PDF and be compatible with existing City system.

C. Project Manual.

1. The Consultant shall prepare a Project Manual to include the following:
  - a. Technical Specifications.
  - b. Bid Schedule to accompany City's Bid Form. Bid schedule shall include a line item for abatement of hazardous materials related to the demolition and construction of the project.
  - c. Edited by the Consultant "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, and General

Conditions. Consultant shall review these documents and insert modifications where necessary.

d. Drawings.

The Consultant shall submit four (4) paper copies of Project Manuals to the City of Casper Engineering Office at ninety-five (95%) completion for review with the project cost estimate, 2 weeks prior to public advertisement. All Technical Specifications, Bid Schedules and “front end” documents shall be 8.5”x11”, and all Drawings shall be 11”x17”.

2. The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

D. Subconsultants.

1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work.
2. The City and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).

E. Advertising and Bidding Phase.

1. The Consultant shall utilize and maintain project information with City of Casper’s QuestCDN website for the following: advertisement, distributing addenda and bidding information to planholders, uploading project documents including all plans and specifications, and distributing bid tabulations to planholders.
2. The Consultant shall arrange for and conduct a prebid conference ten (10) days prior to the bid opening. The Consultant shall take minutes of the meeting and distribute them through QuestCDN.
3. The Consultant shall assist the City in opening, tabulating, and evaluating bids.
4. The Consultant shall provide a written opinion to the City showing their recommendations for awarding the bid.

5. The Consultant shall provide the City Engineering Office a copy of final drawings in AutoCAD and PDF format. The Consultant shall provide the City Engineering Office a copy of the final contract specifications in Microsoft Word format.

F. Construction Phase:

1. The Consultant shall conduct a pre-construction meeting with the Contractor at the jobsite to review each work item, construction quality control, and phasing of the work.
2. The Consultant shall review shop drawings and material sample submittals for conformance with the intent of the design documents.
3. The Consultant shall make visits to the job-site at intervals appropriate to the various stages of construction to observe the progress and quality of the contractor's work.
4. Consultant shall provide for, and retain, a sub-consultant for material testing as specified in the Contract Documents.
5. The Consultant shall conduct weekly progress meetings
6. The Consultant shall issue necessary interpretations and clarifications of the contract documents and assist in the resolution of problems or conflicts due to unforeseen latent conditions.
7. The Consultant shall review contractor pay requests and advise City accordingly.
8. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.
9. Walk-Through. Consultant shall conduct a walk-through with the City to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable.
10. The Consultant shall prepare a punchlist near project completion and

conduct a final project review of punchlist items addressed by the contractor in conjunction with Walk-Through.

11. **Record Drawings.** Consultant shall provide the Owner one (1) set of electronic drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 11"x 17" record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings in PDF and Autocad (in conformance with City of Casper and United States National CAD Standards) format compatible with the Owners system, labeled as "Record Drawings – Casper Ice Arena Ice Chiller System Replacement Project, Project No. 15-58".
12. **Warranty Period Inspections.** Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
13. **Change Orders.** Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before August, 15, 2018.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with the Scope of Services, not to exceed the maximum sum of One Hundred Six Thousand Two Hundred Dollars (\$106,200.00).

4. METHOD OF PAYMENT:

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

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

5. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

6. TERMS AND CONDITIONS:

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

7. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:





## **CONTRACT FOR PROFESSIONAL SERVICES**

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

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Contractor shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Contractor's obligations hereunder.

11.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Contractor.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Contractor shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Contractor shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only

parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.



2211 O'Neil Road  
Hudson, WI 54016

**Contact**

Scott Ward, P.E.  
Principal, Vice President  
Phone: 800.822.7670  
Mobile: 651.492.1376  
sward@stevensengineers.com

PRICE PROPOSAL (provided under separate cover)  
10.15.15

Stevens can provide the services described in this proposal to the City of Casper for the following fixed fee or lump sum compensation for the \$1.2M project:

**DESIGN PHASE**

<b>Preliminary Design Phase</b> (Tasks A, B, C, D step 1):	\$21,000
• Includes 2 trips x \$1,900 per trip for expenses	
<b>Final Design Phase</b> (Task D steps 2 and 3):	\$28,600
• Includes 1 trip x \$1,900 per trip for expenses	
<b>Bidding Phase</b> (Task D step 4):	\$6,000
• Includes 1 trip x \$1,900 per trip for expenses	
<b>TOTAL LUMP SUM FOR DESIGN PHASE SERVICES:</b>	<b>\$55,600</b>

**CONSTRUCTION PHASE**

<b>Construction Phase Services</b> (Task E):	\$43,300
• Includes 7 trips x \$1,900 per trip for expenses	
• *Stevens will credit the City for trips not used or required.	
<b>TOTAL LUMP SUM FOR CONSTRUCTION PHASE SERVICES:</b>	<b>\$43,300</b>

**POST CONSTRUCTION PHASE**

<b>Record Drawings</b> (Task F):	\$2,500
<b>Warranty Period Inspection</b> (Task F):	\$4,800
• Includes 1 trip x \$1,900 per trip for expenses	
<b>TOTAL LUMP SUM FOR POST CONSTRUCTION PHASE SERVICES:</b>	<b>\$7,300</b>

<b>TOTAL LUMP SUM FEE (Tasks A-F):</b>	<b>\$106,200</b>
--	------------------

*Stevens' experience with these types of projects allows us to tailor our fee structure to the needs of the project.*

*As with every project, we would appreciate the opportunity to discuss our fees and their development with you.*

**Scott Ward, P.E.**  
Vice President

Reimbursable expenses are included in the fixed fee stated above.

The stated compensation does not include:

- Grant or funding research or applications
- System or material testing or sampling
- Environmental reviews, reports or permits

The fee is inclusive of ice system, mechanical, electrical, and structural engineering and architectural services for the ice system replacement cost of \$1.2M.

We will invoice monthly for services based on a percentage of the fixed fee work completed at time of invoicing and provide a monthly progress report.

Finance charges will be applied to all payments not received within 30 days of invoicing. We will provide additional services, pre-approved by you, on an hourly basis in accordance with our current fee schedule.

Stevens will not charge the City of Casper for time, expenses, or any other costs incurred by members of the Stevens Team for activities in Task C – Tour of other facilities.

**Hourly Billable Rates** (with proposed key staff for this project)

<u>Classification</u>	<u>Range of Hourly Billable Rates*</u>
Principal Engineer/Architect/Project Manager	\$125 to \$195
• Scott Ward, P.E.	\$192
Project Engineer	\$95 to \$145
Graduate Engineer	\$75 to \$95
• Cristina Holzer	\$90
Technician	\$50 to \$90
• Adam Thorson	\$80
Administrative	\$45 to \$55
• Sherri Branom	\$50

\*Rates effective until December 31, 2015.

**Reimbursable Expense Schedule**

Reimbursable expenses are included in the lump sum fee above. We have included a reimbursable expense schedule if additional services are required. Reimbursable expenses are billed at 10% over cost and include, but are not limited to, the following:

- Transportation cost at IRS allowable rate, including parking fees.
- Cost of out-of-town travel, lodging and electronic communication in connection with the project, parking fees.
- Project photography, postage, long-distance and mobile telephone calls, and facsimiles.
- Materials required to assemble reports.
- Outside professional and technical services.
- Other similar direct project-related expenditures.
- Reproductions, plots, and standard form documents.

Item	Size	Black & White	Color
Photocopies/Printing	8 ½ x 11	\$0.15	\$0.85
	8 ½ x 14	\$0.18	\$0.95
	11 x 17	\$0.23	\$1.55
Plots/Scans	22 x 34	\$2.70	\$5.00
	24 x 36	\$2.95	\$5.50
	28 x 42 +	\$4.40	\$6.00
Binding plans sets (per set larger than 11 x17)		\$7.00 each	
Specification and Report Assembly (Binder, Cover)		\$10.00 each	
Laminated Report Covers with Binder		\$20.00 each	

RESOLUTION NO. 16-40

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH STEVENS ENGINEERING, INC. FOR CASPER ICE ARENA CHILLER SYSTEM REPLACEMENT.

WHEREAS, the City of Casper desires to secure a consulting engineering firm to provide engineering services for the Casper Ice Arena Chiller System Replacement, Project No. 15-58; and,

WHEREAS, Stevens Engineering, Inc. is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Stevens Engineering, Inc. for the engineering services more specifically delineated in the contract for professional services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the contract, for a total amount not to exceed One Hundred Six Thousand Two Hundred Dollars (\$106,200.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

January 29, 2016

MEMO TO: V.H. McDonald, City Manager   
FROM: Andrew Beamer, P.E., Public Services Director   
Jason Knopp, P.E., City Engineer   
SUBJECT: Caspar Building Systems, Inc.  
Casper Fire-EMS Station No. 6, Project 15-06

Recommendation:

That Council, by resolution, authorize an agreement with Caspar Building Systems, Inc. for the Casper Fire-EMS Station No. 6, Project No. 15-06, in the amount of \$3,445,000, and a contingency amount of \$59,000, for a total contract amount of \$3,504,000.

Summary:

On January 28, 2016, the City of Casper received seven (7) bids for the Casper Fire-EMS Station No. 6 Project. The bid received is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>Caspar Building Systems Inc.</b>	<b>Casper, Wyoming</b>	<b>\$3,445,000</b>
Haass Construction	Casper, Wyoming	\$3,697,700
L.M. Olson, Inc.	Rawlins, Wyoming	\$3,724,000
Haselden Wyoming	Casper, Wyoming	\$3,882,000
S&S Builders	Gillette, Wyoming	\$3,899,000
Diamond Point Construction	Buffalo, Wyoming	\$4,052,000
Mid-Valley General Contractors	Riverton, Wyoming	\$4,115,000

The architect's estimate prepared by GSG Architecture was \$3,400,000, with the low bid received at \$3,445,000. Adding a construction contingency amount of \$59,000 will bring the total contract amount to \$3,504,000.

The project includes the construction of a 12,250 square foot building, site improvements and utilities. Work is scheduled to be completed by March 31, 2017.

Funding for this project will be from 1% #15 funds for the Fire Station.

A resolution is prepared for Council's consideration.

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Caspar Building Systems, Inc., 1975 Old Salt Creek Highway, Casper, Wyoming 82601 hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to construct a new Fire-EMS Station No. 6; and,

WHEREAS, Caspar Building Systems, Inc., is able and willing to provide those services specified as the **Casper Fire-EMS Station No. 6, Project No. 15-06**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents as described in the Project Manual and in the Contract Documents for the completion of the **Casper Fire-EMS Station No. 6, Project No. 15-06**, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all work required to make the project operational for its intended use including all structural work, landscaping, and paving and concrete work associated with parking and curb and gutter.
- 3.2 The Work will be substantially completed by **March 31, 2017**, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **May 19, 2017**. Final Completion shall include all concrete work, landscaping and clean-up.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial

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

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Lump-Sum Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Million Four Hundred Forty-Five Thousand Dollars (\$3,445,000), subject to additions and deductions by Change Order approved by the Owner. Bid Form is included as Exhibit "A" (pages BF-1 through BF-4), and by this reference is made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
  - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit

policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda Number. One (1).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Provisions consisting of five (5) Sections.
- 8.10 Special Provisions (Pages Sp-1 to Sp-5, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, consisting of 49 sheets, with each sheet bearing the following general title:  

**Casper Fire-EMS Station No. 6, Project 15-06**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

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

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:  
(Casper Fire-EMS Station No. 6, Project No. 15-06)

Wallace Trumbull III

CONTRACTOR:

Caspar Building Systems, Inc.  
1975 Old Salt Creek Highway  
Casper, Wyoming, 82601

ATTEST:

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

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

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

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

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

Tracey L. Belser  
Title: City Clerk

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

Daniel Sandoval  
Title: Mayor

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

**PROJECT IDENTIFICATION:** City of Casper  
Casper Fire-EMS Station No. 6  
Project No. 15-06

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

- A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by March 31, 2017 as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by May 19, 2017, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for forty-five (45) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
- A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):
- |                       |                        |
|-----------------------|------------------------|
| Addendum No. <u>1</u> | Dated <u>1-12-2016</u> |
| Addendum No. <u>2</u> | Dated <u>1-20-2016</u> |
| Addendum No. <u>3</u> | Dated <u>1-25-2016</u> |
- B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL COMBINED BID, IN NUMERALS: \$ 3,445,000

TOTAL COMBINED BID, IN WORDS: Three Million Four Hundred Forty Five Thousand DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Non-Collusive Affidavit.

C. Certificate of Non-Discrimination.

D. Certificate of Residency Status.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: CASPAR BUILDING SYSTEMS, INC.  
1975 OLD SALT CREEK HIGHWAY  
CASPER, WY 82601

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

Submitted on 1-28-2016, 2016.

Bidder is bidding as a RESIDENT (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: CASPAR BUILDING SYSTEMS, INC. (seal)  
(Corporation's or Limited Liability Company's Name)

WYOMING  
(State of Incorporation or Organization)

By: *[Signature]* (seal)  
STEPHEN F. SASSER  
PRESIDENT  
(Title)

(Seal)

Attest: *[Signature]*  
WES HAYDEN, GENERAL MANAGER

Business Address: 1975 OLD SALT CREEK HIGHWAY  
CASPER, WY 82601

Phone Number: (307) 235-5690

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

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

RESOLUTION NO. 16-41

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPAR BUILDING SYSTEMS, INC., FOR THE CASPER FIRE-EMS STATION NO. 6 PROJECT.

WHEREAS, the City of Casper desires to build a new Casper Fire-EMS Station No. 6; and,

WHEREAS, Caspar Building Systems, Inc, is able and willing to provide those services specified as the Casper Fire-EMS Station No. 6 Project No. 15-06; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Caspar Building Systems, Inc., for those services, in the amount of Three Million Four Hundred Forty-Five Thousand Dollars (\$3,445,000).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Three Million Four Hundred Forty-Five Thousand Dollars (\$3,445,000) and Fifty-Nine Thousand Dollars (\$59,000) for a construction contingency account, for a total price of Three Million Five Hundred Four Thousand Dollars (\$3,504,000).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Daniel Sandoval  
Mayor

January 26, 2016

MEMO TO: V.H. MacDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Jason Knopp, P.E., City Engineer 

SUBJECT: License Agreement with the Benevolent and Protective Order of Elks, Lodge 1353  
Installation of a Decorative Metal Bench within East 7<sup>th</sup> Street Right-of-Way

Recommendation:

That Council, by resolution, authorize a license agreement with the Benevolent and Protective Order of Elks, Lodge 1353, to install a decorative metal bench within East 7<sup>th</sup> Street right-of-way.

Summary:

The Benevolent and Protective Order of Elks, Lodge 1353, requests the City's permission to install a decorative metal bench within East 7<sup>th</sup> Street right-of-way. The bench will be located within the sidewalk and right-of-way located at 108 East 7<sup>th</sup> Street.

Provisions in the license agreement call for the Benevolent and Protective Order of Elks, Lodge 1353, to be responsible for all costs associated with construction and maintenance of the bench and appurtenances, and restoration of the property should the license agreement be revoked.

A resolution is prepared for Council's consideration.

**REVOCABLE LICENSE AGREEMENT  
BETWEEN  
BENEVOLENT AND PROTECTIVE ORDER OF ELKS, LODGE 1353  
AND  
CITY OF CASPER  
FOR INSTALLATION OF DECORATIVE METAL BENCH IN  
EAST 7<sup>TH</sup> STREET RIGHT-OF-WAY**

FOR AND IN CONSIDERATION OF THE SUM OF One Hundred Dollars (\$100), the receipt of which is hereby acknowledged, the CITY OF CASPER, WYOMING, 200 North David, Casper, Wyoming, 82601, hereinafter called the "Licensor," HEREBY GRANTS A REVOCABLE LICENSE to Benevolent and Protective Order of Elks, Lodge 1353, 108 East 7<sup>th</sup> Street, Casper, Wyoming 82601, hereinafter called the "Licensee," to construct, alter, operate, maintain, inspect, repair, replace, and remove a decorative metal bench, hereinafter called the "Facility," located upon the following-described land situate in the City of Casper, County of Natrona, State of Wyoming, to-wit:

A 6-foot long by 3-foot wide decorative metal bench located at 108 East 7<sup>th</sup> Street. The bench will be located approximately 22" from the building wall within the right-of-way.

THIS LICENSE is granted upon such express terms and conditions as are hereinafter set forth, and should the Licensee at any time violate any of the said terms and conditions, the Licensor, at its option, may immediately revoke this License; provided, however, Licensor first gives notice to Licensee of the alleged violation and provides to Licensee a reasonable opportunity to cure or rectify the alleged violation.

THIS LICENSE is subject to the following conditions:

1. The work of constructing, altering, maintaining, repairing, replacing or removing the Facility hereinabove referred to shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee, and in accordance with good construction practice and the applicable City of Casper Standard Specifications. The Licensee's responsibility shall include, but not be limited to; restoring all surfaces to the same condition they were in prior to the construction authorized by this License. The Licensor reserves the right to, but need not, inspect such work in order to ensure compliance with said standards. Such work of construction, alteration, maintenance, repair, replacement or removal of the Facility shall be done in such a manner as to not unreasonably interfere with the use of the licensed premises by the Licensor and the general public and in such manner as to in no way endanger the general public in the use of said premises.

2. This permission is given to Licensee as an accommodation to Licensee and shall be rent-free. Licensee hereby acknowledges the title of Licensor to the above-described licensed premises, and agrees never to sell, resist, deny or encumber any such title.
3. Licensee agrees to indemnify the Licensor, its elected officials, appointed officials, employees, and duly authorized agents against, and save them harmless from, all liability for damages to property, or injury to, or death of, persons, including the Licensor, its agents and employees, and including all costs and expenses incident thereto arising wholly or in part from, or in conjunction with, existence, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use, or removal of the said Facility, to the extent such damage or injury is caused by the acts of Licensee, its agents or employees.
4. The Licensor reserves the right to use, occupy, and enjoy the Facility in such a manner and at such times as it shall desire, the same as if this instrument had not been executed by them. If any such use shall, at any time, necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee within a reasonable time at the sole expense of said Licensee, upon the demand of the Licensor and the Licensor shall not be liable to said Licensee on-account thereof, or on account of any damage growing out of any use which the Licensor may make of its Facility. In addition to its right to revoke this License for cause, the Licensor shall have the right, at any time, to revoke this License without cause upon giving of **not less than sixty (60) days** notice in writing to the said Licensee, and at the expiration of the time limited by said notice or upon the express revocation of this License for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the City Council, through the City Manager, remove the Facility and each and every part thereof hereby authorized, from the licensed premises and leave said premises in the same condition in which it was before the installation of the Facility. If the Facility, or any portion thereof, is not removed within sixty (60) days of the receipt of the notice, or such additional time as may be granted in writing by the Licensor, then the Facility, or any part thereof, shall be considered to be abandoned and shall become the property of the Licensor. Upon the refusal or failure of Licensee to remove the Facility, when directed, the Licensor may remove said Facility, and each and every part thereof, and restore the premises to the same condition as before the granting of this License and the Licensee hereby agrees to pay the Licensor the cost of said removal of the Facility or any part thereof.
5. In the event the Facility is conveyed to another party, this License may also be assigned to said party, and upon said assignment said party shall become entitled to all of the rights and privileges granted and shall assume all of the obligations and duties herein provided.
6. This License is granted to Licensee subject to all existing easements, rights-of-way, covenants, restrictions and reservations.

7. LICENSOR DOES NOT WARRANT OR REPRESENT THAT THE PREMISES ARE SAFE, HEALTHFUL, OR SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE PERMITTED TO BE USED UNDER THE TERMS OF THIS LICENSE, AND LICENSEE ACCEPTS THE LICENSED PREMISES "AS IS".

8. GOVERNMENTAL CLAIMS ACT

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

9. This Agreement contains the entire contract between the parties hereto, the terms hereof may not be modified in any respect whatsoever unless in writing by both parties under the signature of the duly authorized representative of Licensor.

IN WITNESS WHEREOF, the CITY OF CASPER, WYOMING, has caused this License to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:  
(*Benevolent and Protective Order of Elks, Lodge 1353*)

  
\_\_\_\_\_

ATTEST:

**CITY OF CASPER, WYOMING**  
A Municipal Corporation

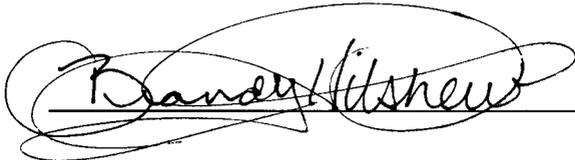
\_\_\_\_\_  
Tracey L. Belser  
City Clerk

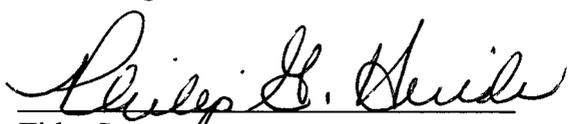
\_\_\_\_\_  
Daniel Sandoval  
Mayor

THE UNDERSIGNED, the Licensee mentioned in the foregoing License, hereby accepts the same subject to the terms and conditions contained therein.

ATTEST:

Philip G. Hinds  
Benevolent and Protective Order of  
Elks, Lodge 1353

  
\_\_\_\_\_

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

**ACKNOWLEDGMENT**

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF NATRONA    )

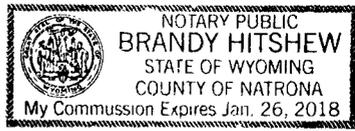
The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Daniel Sandoval, as the Mayor of the City of Casper, Wyoming.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF                     )  
  ) ss.  
COUNTY OF                 )

The foregoing instrument was acknowledged before me on the 1<sup>st</sup> day of February, 2016, by Philip G. Hinds as the Secretary of the Benevolent and Protective Order of Elks, Lodge 1353.



*Brandy HitsheW*  
Notary Public

My commission expires: January 26, 2018

**From the Desk of Connie Brunette**

**1417 Fremont  
Casper, WY 82604  
307.237.8332**

January 19, 2016

Community Development Department  
200 North David  
Casper, WY 82601

**Re: Proposed Bench, Casper Elks Lodge**

To Whom It May Concern:

This correspondence is in regards to placing a bench at the Casper Elks Lodge, located at 108 East 7<sup>th</sup> Street, Casper. The bench will be 22" from the wall of the Elks on the front side walk of the Elks.

The bench is being donated by the Benevolent Patriotic Order of Does, Drove #38, Casper. The bench is being built by Double D Welding and Fabrication, 2446 Oil Drive, Casper. Jason Dye is the contact person if you need additional information on the actual measurements and style of the bench, please contact him at 473.8047.

If we could possibly have approval from the City of Casper by February 20<sup>th</sup>, we would greatly appreciate it. If you have any questions or need additional information, please don't hesitate to contact me.

Thank you!

Sincerely,



Connie Brunette, DOES Member

**CITY OF CASPER**  
**APPLICATION TO DISPLAY TEMPORARY MERCHANDISE, BENCHES, OR**  
**ORNAMENTATION**  
**ON CITY-OWNED SIDEWALK OR STREET**  
**AS PER SECTION 12.24.030(B) OF THE CASPER MUNICIPAL CODE:**

**PLEASE FILL OUT ALL BLANKS**

DATE: Jan. 10, 2016

1. NAME: Connie Brunette

2. ADDRESS: 1417 Fremont Ave.

3. PHONE NUMBER: (307) 237-8332

4. LOCATION OF PROPOSED DISPLAY, BENCH OR ORNAMENTATION:  
Casper Elks Lodge (307) 234-4839  
108 East 7th Street Location in front  
Casper WY. 82601 of building.

(Note: Indicate the exact location of the proposed display, bench or ornamentation, and attach a diagram indicating at least a 42" clear sidewalk access.)

5. PROPOSED TIMELINE: Feb. 20, 2016

6. DESCRIPTION: Park style Bench - 6 foot long x 60 inches  
high, 24 inches high on the back rest. It is going to  
be made out of metal + paint black, with a bronze plaque  
on back rest.

(Note: Indicate materials, size, movability. Attach photos if possible.)

This application must be returned to the Community Development Department for approval, 200 North David, Casper, Wyoming 82601. Questions may be referred to 235-8241 or [lbecher@cityofcasperwy.com](mailto:lbecher@cityofcasperwy.com).

The City Engineering Department will review the application, and may contact the applicant with questions.

Connie Brunette  
APPLICANT SIGNATURE



RESOLUTION NO. 16-42

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE BENEVOLENT AND PROTECTIVE ORDER OF ELKS, LODGE 1353, TO INSTALL A DECORATIVE METAL BENCH WITHIN EAST 7TH STREET RIGHT-OF-WAY.

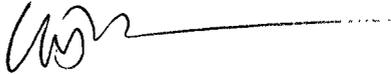
WHEREAS, the Benevolent and Protective Order of Elks, Lodge 1353, has requested permission from the City to install a decorative metal bench within East 7th Street right-of-way; and,

WHEREAS, the City of Casper has determined that the use of said City-owned right-of-way will not unreasonably interfere with the use thereof by the City or the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a license agreement with the Benevolent and Protective Order of Elks, Lodge 1353, for the purpose of using certain City-owned rights-of-way for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing a decorative metal bench within East 7<sup>th</sup> Street right-of-way, more particularly described in said license agreement, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

January 28, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
Jason Knopp, P.E., City Engineer 

SUBJECT: Contract Amendment No. 1 with Hein-Bond LLC, for design and construction administration services for the Baler Building Renovation and Expansion, Project No. 13-50.

Recommendation:

That Council, by resolution, authorize Amendment No. 1 to the agreement with Hein-Bond LLC (Hein-Bond), for additional design services related to the addition of a Materials Recovery Facility (MRF) to the Baler Building Renovation and Expansion Project, for a price increase of \$230,350.

Summary:

Hein-Bond is under contract with the City of Casper for the Baler Building Renovation and Expansion Project to provide design and construction administration services. The City desires to add the design and bidding of a Materials Recovery Facility (MRF) to the project. The MRF is a future phase of the Landfill that has been developed with design and construction planned for after the Baler Building Expansion was completed. Current cost estimates indicate the Baler Building expansion costing less than the preliminary budget. The MRF will be added as a bid alternate to the Baler Building Renovation and Expansion Project.

Under the terms of this contract amendment, Hein-Bond will provide all design and bidding services necessary to bid the MRF as a bid alternate to the Baler Building Renovation and Expansion Project.

The Baler Building Renovation and Expansion Project was awarded a loan under the Clean Water State Revolving Fund (CWSRF) State Lands and Investment Board (SLIB) program for building improvements in the amount of \$6,126,000, which includes all engineering fees. Staff has reviewed Hein-Bond's proposal and recommends authorization of Amendment No. 1. Amendment No. 1 in the amount of \$230,350 will increase the total contract amount to \$903,550.

The MRF does not qualify for CWSRF funds, and therefore will be paid from Balefill Fund Reserves.

A resolution is prepared for Council's consideration.

AMENDMENT NO. 1  
TO THE  
CONTRACT FOR PROFESSIONAL SERVICES  
WITH THE  
CITY OF CASPER  
FOR ADDITIONAL DESIGN SERVICES  
FOR THE  
BALER BUILDING RENOVATION & EXPANSION  
PROJECT NO. 13-50

The City of Casper, Owner, hereby authorizes Amendment No. 1 to the Contract for Professional Services with Hein-Bond, LLC for the Baler Building Renovation and Expansion, No. 13-50, dated June 16, 2015, to extend the amount of compensation to the Architect by a sum not to exceed Two Hundred Thirty Thousand Three Hundred Fifty Dollars (\$230,350). The total amount of compensation for the contract, including this Amendment, shall not exceed Nine Hundred Three Thousand Five Hundred Fifty and 00/100 Dollars (\$903,550) without written approval from the Owner.

It is agreed that the increase in the cost ceiling shall be reasonable compensation for performing additional design and bidding services, as discussed in a letter from the Architect to the Owner dated January 19, 2015, attached hereto and marked as Exhibit "A."

Amendment No. 1, as described herein, is agreed to and accepted by the parties executing below:

For the Owner, the City of Casper,

dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Daniel Sandoval

Title: Mayor

Attest: \_\_\_\_\_  
Tracey L. Belser

Title: City Clerk

For the Architect, Hein-Bond, LLC,

dated this 2 day of February, 2016.

By: [Signature] Title: Architect

Attest: [Signature]

Title: ENGINEERING TECH

# Hein | Bond

January 19, 2015

Jason Knopp  
City of Casper  
200 North David  
Casper, WY 82601

RE: Balerfill Expansion, adding MRF

Jason-

Per our recent conversation, we are revising the proposed additional fee for the design and bidding of the MRF as part of the Baler Building expansion. You explained to me that the MRF will be designed and bid as an alternate, and that the City would accept the alternate if the bid results were favorable.

Our previous fee proposal of \$298,000 included the MRF and Baler expansion as a single phase construction. We have separated the construction phase portion of the above fee – it will be added at a later date if and only if the MRF alternate is accepted. Our total fee including consultants for construction phase services for the MRF phase is \$65,650.

The remaining fee without the construction phase services is **\$230,350**. This covers Hein | Bond and all of our consultants to design the MRF (approximately 18,000) to be added to the west side of the expanded Baler Building. Certain aspects of the bid package such as grading plans and the electrical service will be designed twice – one with the MRF, and without. The bid documents will require bidders to price the Baler expansion as a single lump sum amount; and the MRF alternate as a separate lump sum amount.

Our proposed schedule remains the same as previously presented – Complete the bid documents for both the Baler and MRF alternate in 15 weeks from a signed contract amendment or notice to proceed.

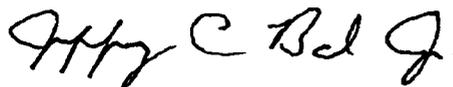
Please let us know if you have any additional questions.

Thank you.

Randall W. Hein



Jeffery C. Bond Jr.



APPROVAL AS TO FORM

I have reviewed the attached *Amendment No. 1 to the Contract for Professional Services with the City of Casper for Additional Design Services for the Baler Building Renovation & Expansion Project No. 13-50*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: January 29, 2016



Wallace Trembath III  
Assistant City Attorney

RESOLUTION NO. 16-43

A RESOLUTION AUTHORIZING CONTRACT AMENDMENT  
NO. 1 WITH HEIN-BOND LLC FOR DESIGN SERVICES FOR  
THE BALER BUILDING RENOVATION AND EXPANSION.

WHEREAS, Hein-Bond LLC is performing professional services under the terms of an agreement with the City of Casper for the Baler Building Renovation and Expansion, Project No. 13-50; and,

WHEREAS, the City of Casper desires to add the design of a Materials Recovery Facility (MRF) to the project; and,

WHEREAS, Hein-Bond is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute a contract amendment to the Agreement with Hein-Bond LLC, for design of the MRF, for a contract price increase in the amount of Two Hundred Thirty Thousand Three Hundred Fifty and 00/100 Dollars (\$230,350).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, for a total revised contract amount of Nine Hundred Three Thousand Five Hundred Fifty and 00/100 Dollars (\$903,550).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

February 2, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Liz Becher, Planning & Community Development Director  
Jason Knopp, P.E., City Engineer   
Alex Sveda, P.E., Associate Engineer

SUBJECT: Agreement with GW Mechanical, Inc.  
Lifesteps Campus Building 'E' Heating System Replacement  
Project No. 15-42.

Recommendation:

That Council, by resolution, authorize an agreement with GW Mechanical, Inc., for the Lifesteps Campus Building 'E' Heating System Replacement, Project No. 15-42, in the amount of \$361,300.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$18,065.00, for a total project amount of \$379,365.00.

Summary:

On Tuesday, February 2, 2016, two (2) bids were received to replace the heating system at Building 'E' of the Lifesteps Campus. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
GW Mechanical, Inc.	<b>Mills, Wyoming</b>	<b>\$361,300.00</b>
CK Mechanical Plumbing & Heating, Inc.	Casper, Wyoming	\$369,413.00

The project includes replacement of the existing boiler system and associated piping at Building 'E' of the Lifesteps Campus. The existing boiler system is comprised of a low pressure steam boiler and steam/condensate piping for heat distribution. The majority of original steam/condensate piping is nearly eighty years old, in very poor condition and in need of replacement.

The Engineer's estimate prepared by Engineering Design Associates (EDA) was \$600,000.00. EDA is currently under contract to provide design and construction administration services for this project.

Work is scheduled to be completed by June 30, 2016.

Funding for this project will be from a U.S. Housing and Urban Development Block Grant for the Lifesteps Campus.

A resolution is prepared for Council's consideration.

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with GW Mechanical, Inc., P.O. Box 2392, Mills, Wyoming 82644, hereinafter referred to as the "Contractor".

WHEREAS, the City of Casper desires to replace the boiler, piping and heating system at Lifesteps Building 'E'; and,

WHEREAS, GW Mechanical, Inc., is able and willing to provide those services specified as the Lifesteps Building 'E' Heating Replacement, Project No. 15-42.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Lifesteps Building 'E' Heating Replacement, Project No. 15-42, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **June 23, 2016** and ready for final payment in accordance with Article 14 of the General Conditions by **June 30, 2016**. Substantial Completion will be accepted once all required materials and equipment have been installed, tested and approved by Engineer, and placed in service. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires

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

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Lump Sum Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Hundred Sixty-One Thousand Three Hundred Dollars (\$361,300.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided by Contractor and by this reference made as part of this Agreement. **This project is federally funded and Davis Bacon regulations will be required to be followed. All costs for meeting Davis Bacon requirements shall be considered incidental to the project and shall be included in Contractor's Bid (see Section 01010 SUMMARY OF WORK).**

#### ARTICLE 5. PAYMENT PROCEDURES.

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

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

percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract

Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Two (2) Addenda.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of nine (9) sections.
- 8.10 Special Provisions consisting of four (4) Sections and nine (9) Drawing "Sheets".
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

**Lifesteps Building 'E' Heating Replacement, Project No. 15-42**

- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:  
 (Lifesteps Building 'E' Heating Replacement, Project No. 15-42)

Walker Tremblay

CONTRACTOR:

ATTEST:

GW Mechanical, Inc.  
P.O. Box 2392  
Mills, Wyoming 82644

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

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

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

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

ATTEST:

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

Tracy L. Belser

Title: City Clerk

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

Daniel Sandoval

Title: Mayor



C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding to complete all work specified in the contract documents associated with the Lifesteps Building 'E' Heating Replacement, Project No. 15-42 for a Base Lump Sum of Three Hundred Sixty-One Thousand, Three Hundred & no/100's Dollars (\$ 361,300.00 ).

Submitted on February 02, 2016.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule or Schedule of Values.

C. Copy of Certificate of Residency, if bidding as Wyoming Resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: GW Mechanical, Inc.  
PO Box 2392  
Mills, WY 82644

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

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ N/A \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_ N/A \_\_\_\_\_

Business Address: \_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_ N/A \_\_\_\_\_

Phone Number: \_\_\_\_\_ N/A \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ N/A \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_ N/A \_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_ N/A \_\_\_\_\_

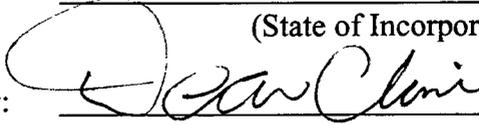
Phone Number: \_\_\_\_\_ N/A \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: GW Mechanical, Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

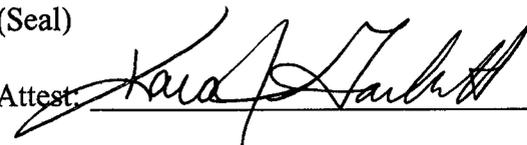
Wyoming

(State of Incorporation or Organization)

By:  (seal)  
Dean Cline - President

(Title)

(Seal)

Attest: 

Business Address: GW Mechanical, Inc.  
PO Box 2392  
Mills, WY 82644

Phone Number: 307-472-1833

A JOINT VENTURE

By: N/A (seal)  
(Name)

N/A

(Address)

By: N/A (seal)  
(Name)

N/A

(Address)

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



RESOLUTION NO.16-44

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GW MECHANICAL, INC., FOR LIFESTEPS CAMPUS BUILDING 'E' HEATING SYSTEM REPLACEMENT, PROJECT NO. 15-42.

WHEREAS, the City of Casper desires to replace heating system at Building 'E' of the Lifesteps Campus; and,

WHEREAS, GW Mechanical, Inc., is able and willing to provide those services specified as Lifesteps Campus Building 'E' Heating System Replacement, Project No. 15-42; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with GW Mechanical, Inc., for those services, in the amount of Three Hundred Sixty-One Thousand Three Hundred Dollars (\$361,300.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Three Hundred Sixty-One Thousand Three Hundred Dollars (\$361,300.00), and Eighteen Thousand Sixty-Five Dollars (\$18,065.00) for a construction contingency account, for a total project amount of Three Hundred Seventy-Nine Thousand Three Hundred Sixty-Five Dollars (\$379,365.00).

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

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

(Lifesteps Campus Building 'E' Heating System Replacement, Project No. 15-42)

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracy L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

January 11, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
Jason Knopp, P.E. City Engineer 

SUBJECT: Six Contracts for Professional Services  
Miscellaneous Traffic Studies for Site Plans and Subdivisions, Project No. 15-075

Recommendation:

That Council, by resolution, authorize contracts for professional services with Drexel, Barrell & Co. (Drexel), DOWL LLC d/b/a DOWL, General Grants Group, Jacobs Engineering Group, Inc. (Jacobs), Sustainable Traffic Solutions, Inc. (STS), and Vista West Engineering related to the development driven Miscellaneous Traffic Studies for Site Plans and Subdivisions, Project No. 15-075, for FY 2016.

Summary:

The City relies on selected traffic engineering consulting firms to prepare traffic engineering studies required for developments exceeding traffic generation potentials as defined by City ordinance. In this manner, the City is better served by identifying qualified traffic engineering specialists that will provide sound, unbiased traffic engineering recommendations. Developers are required to pay for the traffic engineering studies prepared for their individual developments.

Earlier this year, the City solicited Requests for Proposals from engineering firms to conduct traffic engineering studies for FY 2016. Six firms are recommended by City staff for Council's consideration to enter into one-year contracts for fiscal year 2016. The traffic engineering consulting firms presented at this time are Drexel, DOWL, General Grants Group, Jacobs, STS, and Vista West. According to City ordinance, developers must pay in full for individual traffic study fees prior to the City's issuing a Notice to Proceed for that study. Following this process, the City pays for the individual study fees in a "pass through" fashion. As a result, no City funding mechanism is needed for these traffic engineering contracts.

A resolution is prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. DOWL H~~X~~M, 1575 North 4<sup>th</sup> Street, Suite 105, Laramie, Wyoming 82072 ("Consultant").

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

### RECITALS

A. The City is undertaking traffic studies in fiscal year 2016 relating to various site plans and subdivisions in the City of Casper, as well as undertaking various general municipal traffic engineering studies.

B. The project requires professional services for conducting traffic studies for development and general municipal applications.

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

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

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

#### 1. SCOPE OF SERVICES:

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

- A. The Consultant shall conduct various traffic studies over the course of this contract in accordance with Title 16 of the Casper Municipal Code as specifically outlined in Part "B" of Section 16.20.080, "Preparation of Plat – Supporting Materials." A copy of that portion of the code is attached as Exhibit "A".
- B. At such time as the City determines the need for a traffic study for a proposed development or other municipal application, the Consultant shall review the

concepts of the proposed development/application to understand the type of land use proposed. The Consultant shall make necessary reconnaissance of the site to understand the proposed access to the existing street network and identify intersections that may be affected by the proposed development/application.

After reviewing the scope of work and conferencing with City staff on details related to the study production, Consultant shall prepare a Scope of Services accompanied by a fee proposal to complete the traffic study. This Scope of Services and fee shall be reviewed by City staff for completeness and accuracy. If concerning development-related traffic engineering services, once a Scope of Services and a final fee is accepted by the developer and City staff and the developer pays the fee in full to the City of Casper, the Consultant shall commence with work associated with the traffic study upon receipt of a written Notice to Proceed from the City. Likewise, non-development-related traffic engineering studies shall commence upon receipt of a written Notice to Proceed from the City.

The method of agreement for each traffic study application used under this Contract for Professional Services shall include a written authorization/Notice to Proceed by the City affixed to the agreed to Consultant's proposal for traffic engineering services. It shall be specifically understood that there shall be no change to the agreed to Scope of Services or increase in the agreed to ceiling amount for each traffic study unless approved in writing by the City.

- C. The Consultant shall conference with City staff to discuss the following items related to traffic study productions:
- Identify the study area, including the intersections to be studied and the applicability of Level of Service and/or traffic signal warrant determinations;
  - Determine the traffic data required for the study, including its date and source if the use of existing data is proposed;
  - Review the volume scenarios necessary to study proposed development;
  - Identify meetings with City staff that are necessary; and,
  - Agree on schedule for completion of the study.
- D. Review Development Concepts. The Consultant shall review development concepts to understand the type of development that is being proposed, the street network and access in the area, and the existing development near the site. This review is intended to allow the Consultant to prepare its fee proposal and to begin preparing the traffic study as soon as possible after receipt of a Notice to Proceed issued by the City. During the review of the development concept, Consultant shall look at the following items as they relate to the proposed development:
- Type of land use proposed to estimate the amount of traffic that will be generated by the site;
  - Roadway network in the vicinity of the site as well as impacted intersections;
  - Roadway geometry adjacent to the site;

- Proposed access to the site and existing access near the site;
- Pedestrian volumes and movements;
- Existing and projected traffic signals in the vicinity of the site; and,
- Potential mitigation measures that may be required by the development.

E. Scoping Meeting with City staff. A scoping meeting will be held between the City and Consultant and others as necessary at the onset of the traffic study production to allow City representatives to transfer their knowledge of the area and concerns about the project to Consultant. In addition, this meeting will allow Consultant to discuss their observations and concerns about the site. It is understood that, unless specifically required by the City and included in the proposal accepted by the City, the Consultant's meeting with the City will be by telephone or other means not requiring a representative of the Consultant to be physically present at the meeting in Casper.

Consultant and City will discuss the following items at each scoping meeting:

- Observations from the review of the development concept. Consultant shall discuss with City staff the observations made during the initial review of the development as described above.
- Identify Study Area. Consultant and the City will identify the study area based on the requirements of Section 16.20.080 of the Casper Municipal Code as well as the magnitude and expected impacts of the proposed development.
- Traffic Count and Accident Data. Consultant shall provide a list of traffic count and accident data that are mutually agreed as necessary to complete the project. Traffic and speed counts and accident data shall be provided by the City at no cost to the Consultant. This list request may be forwarded to the City in advance of the meeting to allow the City the maximum amount of time to collect data.
- Required Volume Scenarios. The Consultant shall propose traffic volume scenarios for the study based on the location and development scenario. Section 16.20.080 of the Casper Municipal Code requires a short term volume scenario (existing traffic plus development traffic) and a long term volume scenario (20 year projected volumes plus development traffic). Special situations, such as phased development, require additional scenarios. The Consultant shall attempt to identify these situations and advise the City if they are necessary.
- Identify Necessary Meetings with City Staff. The Consultant and City will identify meetings that will be necessary during the course of the study and schedule dates during the first meeting. It is understood, unless specifically required by the City and included in the proposal accepted by the City, that the Consultant's meetings with the City will be by telephone or other means not requiring a representative of the Consultant to be physically present at the meeting in Casper.
- Proposed Schedule. Consultant understands the necessity of completing a traffic impact study in a timely manner so that the developer knows if this

project is feasible from his perspective and so that the City is responsive to the developer. With this in mind, the Consultant shall strive to complete the study as quickly as possible. Consultant and the City will discuss and agree on a schedule for the project.

- Proposed Fee. Consultant will provide a fee estimate to the City based on the effort required to complete this particular traffic study.
- F. Preliminary Traffic Study. Consultant shall prepare a preliminary study for review and comment by City staff. Following the review, Consultant and the City shall conference to discuss the City's comments and necessary revisions. Submittal of the Preliminary Traffic Study shall be via e-mail.
- G. Final Traffic Study. Following the meeting to discuss the review of the preliminary traffic study, Consultant shall revise the study incorporating the comments into the final study. Submittal of the Final Traffic Study shall be via e-mail, in addition to two (2) hard copies with Wyoming professional engineering stamp affixed.
- H. Planning Commission and City Council Meetings. As requested, the Consultant shall be available at the direction of City staff to attend meetings of the Planning Commission and/or Casper City Council. The Consultant's staff will prepare the graphics necessary to thoroughly describe the project in a straightforward manner. Unless specifically requested by the City, physical attendance at these meetings by the Consultant is not required and they are not included in the fee schedule for the individual traffic engineering applications included under this Contract for Professional Services.
- I. As part of any traffic study the City shall provide the Consultant with the following material and/or work if requested:
- Blueprints of Atlas Sheets encompassing the proposed improvements;
  - In digital format, GIS base map coverage requested by the Consultant. The Consultant will be required to enter into a license agreement for use of the GIS coverage with the City, at no cost to the Consultant.
  - Most recent aerial photography of the proposal area;
  - The City of Casper Traffic Division will work with the Consultant to provide needed traffic and speed counts, including turning movements and pedestrian counts (as applicable).
  - Accident data; and,
  - Proposed site plan provided by the developer.

The Consultant is entitled to rely on the accuracy and completeness of all information provided to Consultant by the City.

2. TIME OF PERFORMANCE:

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

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed based on the Consultant's current fee schedule and individual proposal amounts submitted by the Consultant and agreed upon by the City and developer.

Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

Walrus Trumble

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

WITNESS:

~~CONTRACTOR~~ **CONSULTANT 2A**  
~~DOWL HKM 2A~~  
1575 North 4<sup>th</sup> Street, Suite 105  
Laramie, Wyoming 82070

By: Matt Ruder

By: Lynn Hill

Printed Name: MATT RUDER

Printed Name: LYNN HILL

Title: TRANSPORTATION ENGINEER

Title: OFFICE MANAGER

# **CONTRACT FOR PROFESSIONAL SERVICES**

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

### **1. TERMINATION OF CONTRACT:**

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

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

### **2. CHANGES:**

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

### **3. ASSIGNABILITY:**

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

### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All

of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUB-CONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Consultant shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Consultant and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Consultant shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Consultant shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

11.4 Consultant agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Consultant.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Consultant shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Consultant shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

## **EXHIBIT A**

### **MUNICIPAL CODE CASPER, WYOMING**

#### **16.20.080 Preparation of plat--Supporting materials.**

- B. Three copies of a traffic study conducted and signed by a registered professional engineer experienced in traffic engineering. Studies shall be furnished for all residential developments consisting of twenty or more dwelling units, and for all commercial and industrial sites generating more than seventy-five vehicle trips per peak hour.
1. Traffic Study. The engineer shall prepare a traffic study listing each type of land use, number of dwelling units, the number of square feet within a commercial or industrial building, the trip generation rates used and its reference within the Institute of Transportation Engineers Trip Generation Manual, most recent edition, (total daily traffic and a.m., noon, and p.m. peak hours) and the resultant trip generation entering the existing site. The related variable for each trip generation shall be identified. Trip generation values shall be calculated from the data contained in the Trip Generation Guide. In the event such data is not available for the proposed land use, the public services director shall approve estimated rates in writing prior to acceptance.
  2. The traffic study shall contain information on the adjacent street system surrounding the development. Information shall consist of existing and future average daily traffic volumes. Future traffic volumes shall be forecasted for the next twenty years. The method of projection shall be approved of by the city engineer's office. All adjacent streets serving the development site shall contain the following information:
    - a. Current and projected a.m., noon, and p.m. peak-hour traffic at street intersections, including turning movements;
    - b. Current and projected weekend peak-hour traffic at street intersections, including turning movements (if necessary);
    - c. Current lane configuration and traffic controls for adjacent streets serving the development;
    - d. A site plan of the development showing adjacent land uses within one-half mile;
    - e. Traffic control structures and signage currently installed;
    - f. Current and future level of service for streets adjacent to the development site. The level of service for the current street traffic volume shall be based upon information found in the city's long-range transportation plan;

- g. The estimated average daily traffic (ADT) to be generated from the development site and its impact on the adjacent street system. The ADT volume shall be added to both the current street system and the future street system for the next twenty years;
  - h. All current peak hour traffic volumes and street total daily traffic counts must be actual data counts not more than two years old. Peak hour volumes or street ADT's may not be extrapolated from other street intersections or systems unless approved in writing from the city engineer's office;
  - i. A listing of all traffic accidents over the past three years at all intersections within one-quarter mile of the development;
  - j. A site location map showing adjacent land use and zoning within one-quarter mile surrounding the proposed development.
3. The traffic study shall provide the following contents for the proposed development:
- a. Information on a.m., p.m., and noon peak-hour traffic volumes generated at the site for in and out traffic;
  - b. Information on weekend peak-hour traffic generated at the site (if the proposed land use generates significantly greater traffic volumes than a.m. and p.m. peaks);
  - c. Information on directional distribution of traffic generated at the site. Traffic generation shall be distributed for all peak-hour periods. All traffic shall be assigned and distributed to existing planned facilities in a manner consistent to the accepted traffic patterns and approved by the public services director;
  - d. The addition of the peak-hour traffic (a.m., noon, p.m.) generated by the proposed development to existing peak-hour traffic at all intersections within one-quarter mile of the development;
  - e. The current and future level of service for each turning movement of traffic at all signalized intersections and all major nonsignalized intersections within one-quarter mile of the development;
  - f. Recommendations for roadway improvements whenever the street system or street intersection fall below a level of service "C." Improvements shall be recommended to accommodate existing base and future site traffic;
  - g. Recommendations for roadway improvements whenever intersections exhibit an unusually high incidences of vehicular accidents. Improvements shall be recommended to reduce existing and future vehicular accidents.
4. Traffic Signals. All potential signalized intersections shall be placed at half-mile points. All other locations to be considered shall meet the following criteria:

- a. Progression band width shall be a minimum of fifty percent of the proposed cycle length in both directions,
  - b. Cycle length shall be a maximum of one hundred twenty seconds,
  - c. Progression speed shall be from the posted speed limit,
  - d. Remaining time for side-street traffic must be sufficient for side-street volumes,
5. Level of Service. The design year will be approximately twenty years following construction, or at build-out. The minimum level of service for the site and nonsite traffic shall be determined by the planning director and city engineer;
6. Deleted.
7. Trip Assignment. Internal trips shall not exceed ten percent of the total volume. Nongenerated passerby traffic reductions in generation volumes may be considered if applicable. All estimates of trip distribution and assignment are subject to review and approval by the city engineer;
8. Revisions to Traffic Study. Revisions to the traffic study shall be provided as required by the city engineer. The need to require revisions shall be based on the completeness of the traffic study, the thoroughness of the impact evaluation, and the compatibility with the street plan,
9. Traffic Counts.
- a. All raw traffic-count data (including hourly directional counts and peak-hour turning movements) and analysis worksheets shall be provided in the appendices,
  - b. All total daily traffic counts shall be actual machine counts and not based on factored peak-hour sampling. Latest available machine counts from The Wyoming Highway Department or the city shall be acceptable if not more than two years old. The city engineer shall conduct new machine counts, if requested, at a fee established by the city engineer,
10. Design Hour Volumes. Site design hour volumes approximating the peak-hour volume used to determine public improvements shall be estimated by one of the following:
- a. Existing traffic volume counts,
  - b. Peak-hour trip generation rates, as published in the ITE Trip Generation Guide,
  - c. By the formula:  

$$DHV = 0.10 \times AADT$$

TABLE INSET:

Where DHV	= estimated hour volume
AADT	= estimated annual average daily traffic

11. If, in the opinion of the public services director and community development director, a traffic study or certain portions thereof, as outlined above, are not needed, the requirements may be waived only in writing.
12. Any current or future improvements to the existing or adjacent roadway, pedestrian or traffic control system shown to be necessary as a result of the project, by the traffic study shall be the responsibility of the developer and city on a fair share basis.
13. Pedestrian Study. A pedestrian study shall be conducted and submitted. The study shall address existing pedestrian movements within one-quarter mile of the site, and project changes to pedestrian levels and movements within the area as a result of the proposed project. Modifications/additions to the pathway, sidewalk, crosswalk, signage, shelter and overpass systems required as a result of the project shall be outlined in the study. Compliance with the city of Casper regional trails plan shall be addressed by the study.
14. Review Fee. A fee shall be paid to the city for the cost of a traffic study prepared by an independent traffic engineer. The traffic engineer shall be selected by the city and shall work directly for the city in the preparation of the study. Traffic engineers interested in conducting traffic studies for the city will be invited to submit a statement of qualifications each year. The city will utilize the services of one or more of the selected engineers throughout the year in order to review traffic issues relating to development. The selected engineer shall provide the city a negotiated fee to cover the costs associated with traffic studies on each development. These fees in full will be due from the developer to the city prior to the city's issuance of a notice to proceed to the traffic engineer to prepare the traffic study.

RESOLUTION NO. 16-45

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH DOWL LLC, D/B/A DOWL, FOR MISCELLANEOUS TRAFFIC STUDIES FOR SITE PLANS AND SUBDIVISIONS.

WHEREAS, City Council approved revised Ordinance 16.20.080, allowing multiple traffic engineering firms for selection to prepare traffic engineering studies; and,

WHEREAS, Requests for Proposals were solicited from qualified traffic engineering firms, of which six engineering firms were selected; and,

WHEREAS, the City of Casper desires to enter into professional services agreements to perform traffic impact studies for site plans and subdivisions; and,

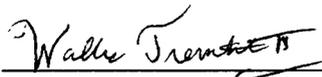
WHEREAS, DOWL is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with DOWL, for services related to traffic impact studies.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments and contract extensions throughout the project to DOWL to prepare individual traffic impact studies, retaining those amounts prescribed by the agreement, based on the amount proposed by DOWL and as agreed to by the City and developer for each traffic impact study.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

January 11, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
Jason Knopp, P.E. City Engineer 

SUBJECT: Six Contracts for Professional Services  
Miscellaneous Traffic Studies for Site Plans and Subdivisions, Project No. 15-075

Recommendation:

That Council, by resolution, authorize contracts for professional services with Drexel, Barrell & Co. (Drexel), DOWL LLC d/b/a DOWL, General Grants Group, Jacobs Engineering Group, Inc. (Jacobs), Sustainable Traffic Solutions, Inc. (STS), and Vista West Engineering related to the development driven Miscellaneous Traffic Studies for Site Plans and Subdivisions, Project No. 15-075, for FY 2016.

Summary:

The City relies on selected traffic engineering consulting firms to prepare traffic engineering studies required for developments exceeding traffic generation potentials as defined by City ordinance. In this manner, the City is better served by identifying qualified traffic engineering specialists that will provide sound, unbiased traffic engineering recommendations. Developers are required to pay for the traffic engineering studies prepared for their individual developments.

Earlier this year, the City solicited Requests for Proposals from engineering firms to conduct traffic engineering studies for FY 2016. Six firms are recommended by City staff for Council's consideration to enter into one-year contracts for fiscal year 2016. The traffic engineering consulting firms presented at this time are Drexel, DOWL, General Grants Group, Jacobs, STS, and Vista West. According to City ordinance, developers must pay in full for individual traffic study fees prior to the City's issuing a Notice to Proceed for that study. Following this process, the City pays for the individual study fees in a "pass through" fashion. As a result, no City funding mechanism is needed for these traffic engineering contracts.

A resolution is prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Drexel, Barrell & Co., 1800 38th Street, Boulder, Colorado 80301 (“Consultant”).

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

### RECITALS

A. The City is undertaking traffic studies in fiscal year 2016 relating to various site plans and subdivisions in the City of Casper, as well as undertaking various general municipal traffic engineering studies.

B. The project requires professional services for conducting traffic studies for development and general municipal applications.

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

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

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

1. SCOPE OF SERVICES:

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

- A. The Consultant shall conduct various traffic studies over the course of this contract in accordance with Title 16 of the Casper Municipal Code as specifically outlined in Part “B” of Section 16.20.080, “Preparation of Plat – Supporting Materials.” A copy of that portion of the code is attached as Exhibit “A”.
- B. At such time as the City determines the need for a traffic study for a proposed development or other municipal application, the Consultant shall review the concepts of the proposed development/application to understand the type of land

use proposed. The Consultant shall make necessary reconnaissance of the site to understand the proposed access to the existing street network and identify intersections that may be affected by the proposed development/application.

After reviewing the scope of work and conferencing with City staff on details related to the study production, Consultant shall prepare a Scope of Services accompanied by a fee proposal to complete the traffic study. This Scope of Services and fee shall be reviewed by City staff for completeness and accuracy. If concerning development-related traffic engineering services, once a Scope of Services and a final fee is accepted by the developer and City staff and the developer pays the fee in full to the City of Casper, the Consultant shall commence with work associated with the traffic study upon receipt of a written Notice to Proceed from the City. Likewise, non-development-related traffic engineering studies shall commence upon receipt of a written Notice to Proceed from the City.

The method of agreement for each traffic study application used under this Contract for Professional Services shall include a written authorization/Notice to Proceed by the City affixed to the agreed to Consultant's proposal for traffic engineering services. It shall be specifically understood that there shall be no change to the agreed to Scope of Services or increase in the agreed to ceiling amount for each traffic study unless approved in writing by the City.

- C. The Consultant shall conference with City staff to discuss the following items related to traffic study productions:
- Identify the study area, including the intersections to be studied and the applicability of Level of Service and/or traffic signal warrant determinations;
  - Determine the traffic data required for the study, including its date and source if the use of existing data is proposed;
  - Review the volume scenarios necessary to study proposed development;
  - Identify meetings with City staff that are necessary; and,
  - Agree on schedule for completion of the study.
- D. Review Development Concepts. The Consultant shall review development concepts to understand the type of development that is being proposed, the street network and access in the area, and the existing development near the site. This review is intended to allow the Consultant to prepare its fee proposal and to begin preparing the traffic study as soon as possible after receipt of a Notice to Proceed issued by the City. During the review of the development concept, Consultant shall look at the following items as they relate to the proposed development:
- Type of land use proposed to estimate the amount of traffic that will be generated by the site;
  - Roadway network in the vicinity of the site as well as impacted intersections;
  - Roadway geometry adjacent to the site;
  - Proposed access to the site and existing access near the site;

- Proposed access to the site and existing access near the site;
- Pedestrian volumes and movements;
- Existing and projected traffic signals in the vicinity of the site; and,
- Potential mitigation measures that may be required by the development.

E. Scoping Meeting with City staff. A scoping meeting will be held between the City and Consultant and others as necessary at the onset of the traffic study production to allow City representatives to transfer their knowledge of the area and concerns about the project to Consultant. In addition, this meeting will allow Consultant to discuss their observations and concerns about the site. It is understood that, unless specifically required by the City and included in the proposal accepted by the City, the Consultant's meeting with the City will be by telephone or other means not requiring a representative of the Consultant to be physically present at the meeting in Casper.

Consultant and City will discuss the following items at each scoping meeting:

- Observations from the review of the development concept. Consultant shall discuss with City staff the observations made during the initial review of the development as described above.
- Identify Study Area. Consultant and the City will identify the study area based on the requirements of Section 16.20.080 of the Casper Municipal Code as well as the magnitude and expected impacts of the proposed development.
- Traffic Count and Accident Data. Consultant shall provide a list of traffic count and accident data that are mutually agreed as necessary to complete the project. Traffic and speed counts and accident data shall be provided by the City at no cost to the Consultant. This list request may be forwarded to the City in advance of the meeting to allow the City the maximum amount of time to collect data.
- Required Volume Scenarios. The Consultant shall propose traffic volume scenarios for the study based on the location and development scenario. Section 16.20.080 of the Casper Municipal Code requires a short term volume scenario (existing traffic plus development traffic) and a long term volume scenario (20 year projected volumes plus development traffic). Special situations, such as phased development, require additional scenarios. The Consultant shall attempt to identify these situations and advise the City if they are necessary.
- Identify Necessary Meetings with City Staff. The Consultant and City will identify meetings that will be necessary during the course of the study and schedule dates during the first meeting. It is understood, unless specifically required by the City and included in the proposal accepted by the City, that the Consultant's meetings with the City will be by telephone or other means not requiring a representative of the Consultant to be physically present at the meeting in Casper.
- Proposed Schedule. Consultant understands the necessity of completing a traffic impact study in a timely manner so that the developer knows if this

project is feasible from his perspective and so that the City is responsive to the developer. With this in mind, the Consultant shall strive to complete the study as quickly as possible. Consultant and the City will discuss and agree on a schedule for the project.

- Proposed Fee. Consultant will provide a fee estimate to the City based on the effort required to complete this particular traffic study.
- F. Preliminary Traffic Study. Consultant shall prepare a preliminary study for review and comment by City staff. Following the review, Consultant and the City shall conference to discuss the City's comments and necessary revisions. Submittal of the Preliminary Traffic Study shall be via e-mail.
- G. Final Traffic Study. Following the meeting to discuss the review of the preliminary traffic study, Consultant shall revise the study incorporating the comments into the final study. Submittal of the Final Traffic Study shall be via e-mail, in addition to two (2) hard copies with Wyoming professional engineering stamp affixed.
- H. Planning Commission and City Council Meetings. As requested, the Consultant shall be available at the direction of City staff to attend meetings of the Planning Commission and/or Casper City Council. The Consultant's staff will prepare the graphics necessary to thoroughly describe the project in a straightforward manner. Unless specifically requested by the City, physical attendance at these meetings by the Consultant is not required and they are not included in the fee schedule for the individual traffic engineering applications included under this Contract for Professional Services.
- I. As part of any traffic study the City shall provide the Consultant with the following material and/or work if requested:
- Blueprints of Atlas Sheets encompassing the proposed improvements;
  - In digital format, GIS base map coverage requested by the Consultant. The Consultant will be required to enter into a license agreement for use of the GIS coverage with the City, at no cost to the Consultant.
  - Most recent aerial photography of the proposal area;
  - The City of Casper Traffic Division will work with the Consultant to provide needed traffic and speed counts, including turning movements and pedestrian counts (as applicable).
  - Accident data; and,
  - Proposed site plan provided by the developer.

The Consultant is entitled to rely on the accuracy and completeness of all information provided to Consultant by the City.

2. TIME OF PERFORMANCE:

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

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed based on the Consultant's current fee schedule and individual proposal amounts submitted by the Consultant and agreed upon by the City and developer.

Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

Walke Tremblet

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

WITNESS:

CONTRACTOR  
Drexel, Barrell, & Co.  
1800 38<sup>th</sup> Street  
Boulder, Colorado 80301

By: Barbara Kelley

By: Michael D. Middleton

Printed Name: Barbara Kelley

Printed Name: Michael D. Middleton

Title: CFO

Title: Principal

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All

of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUB-CONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Consultant shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Consultant and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Consultant shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Consultant shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

11.4 Consultant agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Consultant.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Consultant shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Consultant shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

## **EXHIBIT A**

### **MUNICIPAL CODE CASPER, WYOMING**

#### **16.20.080 Preparation of plat--Supporting materials.**

- B. Three copies of a traffic study conducted and signed by a registered professional engineer experienced in traffic engineering. Studies shall be furnished for all residential developments consisting of twenty or more dwelling units, and for all commercial and industrial sites generating more than seventy-five vehicle trips per peak hour.
1. Traffic Study. The engineer shall prepare a traffic study listing each type of land use, number of dwelling units, the number of square feet within a commercial or industrial building, the trip generation rates used and its reference within the Institute of Transportation Engineers Trip Generation Manual, most recent edition, (total daily traffic and a.m., noon, and p.m. peak hours) and the resultant trip generation entering the existing site. The related variable for each trip generation shall be identified. Trip generation values shall be calculated from the data contained in the Trip Generation Guide. In the event such data is not available for the proposed land use, the public services director shall approve estimated rates in writing prior to acceptance.
  2. The traffic study shall contain information on the adjacent street system surrounding the development. Information shall consist of existing and future average daily traffic volumes. Future traffic volumes shall be forecasted for the next twenty years. The method of projection shall be approved of by the city engineer's office. All adjacent streets serving the development site shall contain the following information:
    - a. Current and projected a.m., noon, and p.m. peak-hour traffic at street intersections, including turning movements;
    - b. Current and projected weekend peak-hour traffic at street intersections, including turning movements (if necessary);
    - c. Current lane configuration and traffic controls for adjacent streets serving the development;
    - d. A site plan of the development showing adjacent land uses within one-half mile;
    - e. Traffic control structures and signage currently installed;
    - f. Current and future level of service for streets adjacent to the development site. The level of service for the current street traffic volume shall be based upon information found in the city's long-range transportation plan;

- g. The estimated average daily traffic (ADT) to be generated from the development site and its impact on the adjacent street system. The ADT volume shall be added to both the current street system and the future street system for the next twenty years;
  - h. All current peak hour traffic volumes and street total daily traffic counts must be actual data counts not more than two years old. Peak hour volumes or street ADT's may not be extrapolated from other street intersections or systems unless approved in writing from the city engineer's office;
  - i. A listing of all traffic accidents over the past three years at all intersections within one-quarter mile of the development;
  - j. A site location map showing adjacent land use and zoning within one-quarter mile surrounding the proposed development.
3. The traffic study shall provide the following contents for the proposed development:
- a. Information on a.m., p.m., and noon peak-hour traffic volumes generated at the site for in and out traffic;
  - b. Information on weekend peak-hour traffic generated at the site (if the proposed land use generates significantly greater traffic volumes than a.m. and p.m. peaks);
  - c. Information on directional distribution of traffic generated at the site. Traffic generation shall be distributed for all peak-hour periods. All traffic shall be assigned and distributed to existing planned facilities in a manner consistent to the accepted traffic patterns and approved by the public services director;
  - d. The addition of the peak-hour traffic (a.m., noon, p.m.) generated by the proposed development to existing peak-hour traffic at all intersections within one-quarter mile of the development;
  - e. The current and future level of service for each turning movement of traffic at all signalized intersections and all major nonsignalized intersections within one-quarter mile of the development;
  - f. Recommendations for roadway improvements whenever the street system or street intersection fall below a level of service "C." Improvements shall be recommended to accommodate existing base and future site traffic;
  - g. Recommendations for roadway improvements whenever intersections exhibit an unusually high incidences of vehicular accidents. Improvements shall be recommended to reduce existing and future vehicular accidents.
4. Traffic Signals. All potential signalized intersections shall be placed at half-mile points. All other locations to be considered shall meet the following criteria:

- a. Progression band width shall be a minimum of fifty percent of the proposed cycle length in both directions,
  - b. Cycle length shall be a maximum of one hundred twenty seconds,
  - c. Progression speed shall be from the posted speed limit,
  - d. Remaining time for side-street traffic must be sufficient for side-street volumes,
5. Level of Service. The design year will be approximately twenty years following construction, or at build-out. The minimum level of service for the site and nonsite traffic shall be determined by the planning director and city engineer;
6. Deleted.
7. Trip Assignment. Internal trips shall not exceed ten percent of the total volume. Nongenerated passerby traffic reductions in generation volumes may be considered if applicable. All estimates of trip distribution and assignment are subject to review and approval by the city engineer;
8. Revisions to Traffic Study. Revisions to the traffic study shall be provided as required by the city engineer. The need to require revisions shall be based on the completeness of the traffic study, the thoroughness of the impact evaluation, and the compatibility with the street plan,
9. Traffic Counts.
- a. All raw traffic-count data (including hourly directional counts and peak-hour turning movements) and analysis worksheets shall be provided in the appendices,
  - b. All total daily traffic counts shall be actual machine counts and not based on factored peak-hour sampling. Latest available machine counts from The Wyoming Highway Department or the city shall be acceptable if not more than two years old. The city engineer shall conduct new machine counts, if requested, at a fee established by the city engineer,
10. Design Hour Volumes. Site design hour volumes approximating the peak-hour volume used to determine public improvements shall be estimated by one of the following:
- a. Existing traffic volume counts,
  - b. Peak-hour trip generation rates, as published in the ITE Trip Generation Guide,
  - c. By the formula:  

$$DHV = 0.10 \times AADT$$

TABLE INSET:

Where DHV	= estimated hour volume
AADT	= estimated annual average daily traffic

11. If, in the opinion of the public services director and community development director, a traffic study or certain portions thereof, as outlined above, are not needed, the requirements may be waived only in writing.
12. Any current or future improvements to the existing or adjacent roadway, pedestrian or traffic control system shown to be necessary as a result of the project, by the traffic study shall be the responsibility of the developer and city on a fair share basis.
13. Pedestrian Study. A pedestrian study shall be conducted and submitted. The study shall address existing pedestrian movements within one-quarter mile of the site, and project changes to pedestrian levels and movements within the area as a result of the proposed project. Modifications/additions to the pathway, sidewalk, crosswalk, signage, shelter and overpass systems required as a result of the project shall be outlined in the study. Compliance with the city of Casper regional trails plan shall be addressed by the study.
14. Review Fee. A fee shall be paid to the city for the cost of a traffic study prepared by an independent traffic engineer. The traffic engineer shall be selected by the city and shall work directly for the city in the preparation of the study. Traffic engineers interested in conducting traffic studies for the city will be invited to submit a statement of qualifications each year. The city will utilize the services of one or more of the selected engineers throughout the year in order to review traffic issues relating to development. The selected engineer shall provide the city a negotiated fee to cover the costs associated with traffic studies on each development. These fees in full will be due from the developer to the city prior to the city's issuance of a notice to proceed to the traffic engineer to prepare the traffic study.

RESOLUTION NO. 16-46

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH DREXEL, BARRELL & CO., FOR MISCELLANEOUS TRAFFIC STUDIES FOR SITE PLANS AND SUBDIVISIONS.

WHEREAS, City Council approved revised Ordinance 16.20.080, allowing multiple traffic engineering firms for selection to prepare traffic engineering studies; and,

WHEREAS, Requests for Proposals were solicited from qualified traffic engineering firms, of which six engineering firms were selected; and,

WHEREAS, the City of Casper desires to enter into professional services agreements to perform traffic impact studies for site plans and subdivisions; and,

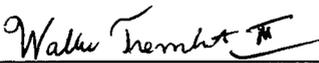
WHEREAS, Drexel, Barrell & Co., is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Drexel, Barrell & Co., for services related to traffic impact studies.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments and contract extensions throughout the project to Drexel, Barrell & Co. to prepare individual traffic impact studies, retaining those amounts prescribed by the agreement, based on the amount proposed by Drexel, Barrell & Co. and as agreed to by the City and developer for each traffic impact study.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

January 11, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
Jason Knopp, P.E. City Engineer 

SUBJECT: Six Contracts for Professional Services  
Miscellaneous Traffic Studies for Site Plans and Subdivisions, Project No. 15-075

Recommendation:

That Council, by resolution, authorize contracts for professional services with Drexel, Barrell & Co. (Drexel), DOWL LLC d/b/a DOWL, General Grants Group, Jacobs Engineering Group, Inc. (Jacobs), Sustainable Traffic Solutions, Inc. (STS), and Vista West Engineering related to the development driven Miscellaneous Traffic Studies for Site Plans and Subdivisions, Project No. 15-075, for FY 2016.

Summary:

The City relies on selected traffic engineering consulting firms to prepare traffic engineering studies required for developments exceeding traffic generation potentials as defined by City ordinance. In this manner, the City is better served by identifying qualified traffic engineering specialists that will provide sound, unbiased traffic engineering recommendations. Developers are required to pay for the traffic engineering studies prepared for their individual developments.

Earlier this year, the City solicited Requests for Proposals from engineering firms to conduct traffic engineering studies for FY 2016. Six firms are recommended by City staff for Council's consideration to enter into one-year contracts for fiscal year 2016. The traffic engineering consulting firms presented at this time are Drexel, DOWL, General Grants Group, Jacobs, STS, and Vista West. According to City ordinance, developers must pay in full for individual traffic study fees prior to the City's issuing a Notice to Proceed for that study. Following this process, the City pays for the individual study fees in a "pass through" fashion. As a result, no City funding mechanism is needed for these traffic engineering contracts.

A resolution is prepared for Council's consideration.

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. General Grants Group, 3539 Craftsbury Drive, Highlands Ranch, Colorado 80126 ("Consultant").

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

### RECITALS

A. The City is undertaking traffic studies in fiscal year 2016 relating to various site plans and subdivisions in the City of Casper, as well as undertaking various general municipal traffic engineering studies.

B. The project requires professional services for conducting traffic studies for development and general municipal applications.

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

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

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

1. SCOPE OF SERVICES:

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

- A. The Consultant shall conduct various traffic studies over the course of this contract in accordance with Title 16 of the Casper Municipal Code as specifically outlined in Part "B" of Section 16.20.080, "Preparation of Plat – Supporting Materials." A copy of that portion of the code is attached as Exhibit "A".
- B. At such time as the City determines the need for a traffic study for a proposed development or other municipal application, the Consultant shall review the

concepts of the proposed development/application to understand the type of land use proposed. The Consultant shall make necessary reconnaissance of the site to understand the proposed access to the existing street network and identify intersections that may be affected by the proposed development/application.

After reviewing the scope of work and conferencing with City staff on details related to the study production, Consultant shall prepare a Scope of Services accompanied by a fee proposal to complete the traffic study. This Scope of Services and fee shall be reviewed by City staff for completeness and accuracy. If concerning development-related traffic engineering services, once a Scope of Services and a final fee is accepted by the developer and City staff and the developer pays the fee in full to the City of Casper, the Consultant shall commence with work associated with the traffic study upon receipt of a written Notice to Proceed from the City. Likewise, non-development-related traffic engineering studies shall commence upon receipt of a written Notice to Proceed from the City.

The method of agreement for each traffic study application used under this Contract for Professional Services shall include a written authorization/Notice to Proceed by the City affixed to the agreed to Consultant's proposal for traffic engineering services. It shall be specifically understood that there shall be no change to the agreed to Scope of Services or increase in the agreed to ceiling amount for each traffic study unless approved in writing by the City.

- C. The Consultant shall conference with City staff to discuss the following items related to traffic study productions:
- Identify the study area, including the intersections to be studied and the applicability of Level of Service and/or traffic signal warrant determinations;
  - Determine the traffic data required for the study, including its date and source if the use of existing data is proposed;
  - Review the volume scenarios necessary to study proposed development;
  - Identify meetings with City staff that are necessary; and,
  - Agree on schedule for completion of the study.
- D. Review Development Concepts. The Consultant shall review development concepts to understand the type of development that is being proposed, the street network and access in the area, and the existing development near the site. This review is intended to allow the Consultant to prepare its fee proposal and to begin preparing the traffic study as soon as possible after receipt of a Notice to Proceed issued by the City. During the review of the development concept, Consultant shall look at the following items as they relate to the proposed development:
- Type of land use proposed to estimate the amount of traffic that will be generated by the site;
  - Roadway network in the vicinity of the site as well as impacted intersections;
  - Roadway geometry adjacent to the site;

- Proposed access to the site and existing access near the site;
- Pedestrian volumes and movements;
- Existing and projected traffic signals in the vicinity of the site; and,
- Potential mitigation measures that may be required by the development.

E. Scoping Meeting with City staff. A scoping meeting will be held between the City and Consultant and others as necessary at the onset of the traffic study production to allow City representatives to transfer their knowledge of the area and concerns about the project to Consultant. In addition, this meeting will allow Consultant to discuss their observations and concerns about the site. It is understood that, unless specifically required by the City and included in the proposal accepted by the City, the Consultant's meeting with the City will be by telephone or other means not requiring a representative of the Consultant to be physically present at the meeting in Casper.

Consultant and City will discuss the following items at each scoping meeting:

- Observations from the review of the development concept. Consultant shall discuss with City staff the observations made during the initial review of the development as described above.
- Identify Study Area. Consultant and the City will identify the study area based on the requirements of Section 16.20.080 of the Casper Municipal Code as well as the magnitude and expected impacts of the proposed development.
- Traffic Count and Accident Data. Consultant shall provide a list of traffic count and accident data that are mutually agreed as necessary to complete the project. Traffic and speed counts and accident data shall be provided by the City at no cost to the Consultant. This list request may be forwarded to the City in advance of the meeting to allow the City the maximum amount of time to collect data.
- Required Volume Scenarios. The Consultant shall propose traffic volume scenarios for the study based on the location and development scenario. Section 16.20.080 of the Casper Municipal Code requires a short term volume scenario (existing traffic plus development traffic) and a long term volume scenario (20 year projected volumes plus development traffic). Special situations, such as phased development, require additional scenarios. The Consultant shall attempt to identify these situations and advise the City if they are necessary.
- Identify Necessary Meetings with City Staff. The Consultant and City will identify meetings that will be necessary during the course of the study and schedule dates during the first meeting. It is understood, unless specifically required by the City and included in the proposal accepted by the City, that the Consultant's meetings with the City will be by telephone or other means not requiring a representative of the Consultant to be physically present at the meeting in Casper.
- Proposed Schedule. Consultant understands the necessity of completing a traffic impact study in a timely manner so that the developer knows if this

project is feasible from his perspective and so that the City is responsive to the developer. With this in mind, the Consultant shall strive to complete the study as quickly as possible. Consultant and the City will discuss and agree on a schedule for the project.

- Proposed Fee. Consultant will provide a fee estimate to the City based on the effort required to complete this particular traffic study.
- F. Preliminary Traffic Study. Consultant shall prepare a preliminary study for review and comment by City staff. Following the review, Consultant and the City shall conference to discuss the City's comments and necessary revisions. Submittal of the Preliminary Traffic Study shall be via e-mail.
- G. Final Traffic Study. Following the meeting to discuss the review of the preliminary traffic study, Consultant shall revise the study incorporating the comments into the final study. Submittal of the Final Traffic Study shall be via e-mail, in addition to two (2) hard copies with Wyoming professional engineering stamp affixed.
- H. Planning Commission and City Council Meetings. As requested, the Consultant shall be available at the direction of City staff to attend meetings of the Planning Commission and/or Casper City Council. The Consultant's staff will prepare the graphics necessary to thoroughly describe the project in a straightforward manner. Unless specifically requested by the City, physical attendance at these meetings by the Consultant is not required and they are not included in the fee schedule for the individual traffic engineering applications included under this Contract for Professional Services.
- I. As part of any traffic study the City shall provide the Consultant with the following material and/or work if requested:
- Blueprints of Atlas Sheets encompassing the proposed improvements;
  - In digital format, GIS base map coverage requested by the Consultant. The Consultant will be required to enter into a license agreement for use of the GIS coverage with the City, at no cost to the Consultant.
  - Most recent aerial photography of the proposal area;
  - The City of Casper Traffic Division will work with the Consultant to provide needed traffic and speed counts, including turning movements and pedestrian counts (as applicable).
  - Accident data; and,
  - Proposed site plan provided by the developer.

The Consultant is entitled to rely on the accuracy and completeness of all information provided to Consultant by the City.

2. TIME OF PERFORMANCE:

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

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed based on the Consultant's current fee schedule and individual proposal amounts submitted by the Consultant and agreed upon by the City and developer.

Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

Wallace Tomblin III

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

WITNESS:

CONTRACTOR  
General Grants Group  
3539 Craftsbury Drive  
Highlands Ranch, Colorado 80126

By: Carol Huffine

By: [Signature]

Printed Name: Carol Huffine

Printed Name: Chuck Huffine

Title: Grant Writer

Title: President

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All

of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUB-CONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Consultant shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Consultant and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Consultant shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Consultant shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

11.4 Consultant agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Consultant.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Consultant shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Consultant shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

## **EXHIBIT A**

### **MUNICIPAL CODE CASPER, WYOMING**

#### **16.20.080 Preparation of plat--Supporting materials.**

- B. Three copies of a traffic study conducted and signed by a registered professional engineer experienced in traffic engineering. Studies shall be furnished for all residential developments consisting of twenty or more dwelling units, and for all commercial and industrial sites generating more than seventy-five vehicle trips per peak hour.
1. Traffic Study. The engineer shall prepare a traffic study listing each type of land use, number of dwelling units, the number of square feet within a commercial or industrial building, the trip generation rates used and its reference within the Institute of Transportation Engineers Trip Generation Manual, most recent edition, (total daily traffic and a.m., noon, and p.m. peak hours) and the resultant trip generation entering the existing site. The related variable for each trip generation shall be identified. Trip generation values shall be calculated from the data contained in the Trip Generation Guide. In the event such data is not available for the proposed land use, the public services director shall approve estimated rates in writing prior to acceptance.
  2. The traffic study shall contain information on the adjacent street system surrounding the development. Information shall consist of existing and future average daily traffic volumes. Future traffic volumes shall be forecasted for the next twenty years. The method of projection shall be approved of by the city engineer's office. All adjacent streets serving the development site shall contain the following information:
    - a. Current and projected a.m., noon, and p.m. peak-hour traffic at street intersections, including turning movements;
    - b. Current and projected weekend peak-hour traffic at street intersections, including turning movements (if necessary);
    - c. Current lane configuration and traffic controls for adjacent streets serving the development;
    - d. A site plan of the development showing adjacent land uses within one-half mile;
    - e. Traffic control structures and signage currently installed;
    - f. Current and future level of service for streets adjacent to the development site. The level of service for the current street traffic volume shall be based upon information found in the city's long-range transportation plan;

- g. The estimated average daily traffic (ADT) to be generated from the development site and its impact on the adjacent street system. The ADT volume shall be added to both the current street system and the future street system for the next twenty years;
  - h. All current peak hour traffic volumes and street total daily traffic counts must be actual data counts not more than two years old. Peak hour volumes or street ADT's may not be extrapolated from other street intersections or systems unless approved in writing from the city engineer's office;
  - i. A listing of all traffic accidents over the past three years at all intersections within one-quarter mile of the development;
  - j. A site location map showing adjacent land use and zoning within one-quarter mile surrounding the proposed development.
3. The traffic study shall provide the following contents for the proposed development:
- a. Information on a.m., p.m., and noon peak-hour traffic volumes generated at the site for in and out traffic;
  - b. Information on weekend peak-hour traffic generated at the site (if the proposed land use generates significantly greater traffic volumes than a.m. and p.m. peaks);
  - c. Information on directional distribution of traffic generated at the site. Traffic generation shall be distributed for all peak-hour periods. All traffic shall be assigned and distributed to existing planned facilities in a manner consistent to the accepted traffic patterns and approved by the public services director;
  - d. The addition of the peak-hour traffic (a.m., noon, p.m.) generated by the proposed development to existing peak-hour traffic at all intersections within one-quarter mile of the development;
  - e. The current and future level of service for each turning movement of traffic at all signalized intersections and all major nonsignalized intersections within one-quarter mile of the development;
  - f. Recommendations for roadway improvements whenever the street system or street intersection fall below a level of service "C." Improvements shall be recommended to accommodate existing base and future site traffic;
  - g. Recommendations for roadway improvements whenever intersections exhibit an unusually high incidences of vehicular accidents. Improvements shall be recommended to reduce existing and future vehicular accidents.
4. Traffic Signals. All potential signalized intersections shall be placed at half-mile points. All other locations to be considered shall meet the following criteria:

- a. Progression band width shall be a minimum of fifty percent of the proposed cycle length in both directions,
  - b. Cycle length shall be a maximum of one hundred twenty seconds,
  - c. Progression speed shall be from the posted speed limit,
  - d. Remaining time for side-street traffic must be sufficient for side-street volumes,
5. Level of Service. The design year will be approximately twenty years following construction, or at build-out. The minimum level of service for the site and nonsite traffic shall be determined by the planning director and city engineer;
6. Deleted.
7. Trip Assignment. Internal trips shall not exceed ten percent of the total volume. Nongenerated passerby traffic reductions in generation volumes may be considered if applicable. All estimates of trip distribution and assignment are subject to review and approval by the city engineer;
8. Revisions to Traffic Study. Revisions to the traffic study shall be provided as required by the city engineer. The need to require revisions shall be based on the completeness of the traffic study, the thoroughness of the impact evaluation, and the compatibility with the street plan,
9. Traffic Counts.
- a. All raw traffic-count data (including hourly directional counts and peak-hour turning movements) and analysis worksheets shall be provided in the appendices,
  - b. All total daily traffic counts shall be actual machine counts and not based on factored peak-hour sampling. Latest available machine counts from The Wyoming Highway Department or the city shall be acceptable if not more than two years old. The city engineer shall conduct new machine counts, if requested, at a fee established by the city engineer,
10. Design Hour Volumes. Site design hour volumes approximating the peak-hour volume used to determine public improvements shall be estimated by one of the following:
- a. Existing traffic volume counts,
  - b. Peak-hour trip generation rates, as published in the ITE Trip Generation Guide,
  - c. By the formula:  

$$DHV = 0.10 \times AADT$$

TABLE INSET:

Where DHV	= estimated hour volume
AADT	= estimated annual average daily traffic

11. If, in the opinion of the public services director and community development director, a traffic study or certain portions thereof, as outlined above, are not needed, the requirements may be waived only in writing.
12. Any current or future improvements to the existing or adjacent roadway, pedestrian or traffic control system shown to be necessary as a result of the project, by the traffic study shall be the responsibility of the developer and city on a fair share basis.
13. Pedestrian Study. A pedestrian study shall be conducted and submitted. The study shall address existing pedestrian movements within one-quarter mile of the site, and project changes to pedestrian levels and movements within the area as a result of the proposed project. Modifications/additions to the pathway, sidewalk, crosswalk, signage, shelter and overpass systems required as a result of the project shall be outlined in the study. Compliance with the city of Casper regional trails plan shall be addressed by the study.
14. Review Fee. A fee shall be paid to the city for the cost of a traffic study prepared by an independent traffic engineer. The traffic engineer shall be selected by the city and shall work directly for the city in the preparation of the study. Traffic engineers interested in conducting traffic studies for the city will be invited to submit a statement of qualifications each year. The city will utilize the services of one or more of the selected engineers throughout the year in order to review traffic issues relating to development. The selected engineer shall provide the city a negotiated fee to cover the costs associated with traffic studies on each development. These fees in full will be due from the developer to the city prior to the city's issuance of a notice to proceed to the traffic engineer to prepare the traffic study.

RESOLUTION NO. 16-47

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GENERAL GRANTS GROUP, FOR MISCELLANEOUS TRAFFIC STUDIES FOR SITE PLANS AND SUBDIVISIONS.

WHEREAS, City Council approved revised Ordinance 16.20.080, allowing multiple traffic engineering firms for selection to prepare traffic engineering studies; and,

WHEREAS, Requests for Proposals were solicited from qualified traffic engineering firms, of which six engineering firms were selected; and,

WHEREAS, the City of Casper desires to enter into professional services agreements to perform traffic impact studies for site plans and subdivisions; and,

WHEREAS, General Grants Group, is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with General Grants Group, for services related to traffic impact studies.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments and contract extensions throughout the project to General Grants Group to prepare individual traffic impact studies, retaining those amounts prescribed by the agreement, based on the amount proposed by General Grants Group and as agreed to by the City and developer for each traffic impact study.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

January 11, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
Jason Knopp, P.E. City Engineer 

SUBJECT: Six Contracts for Professional Services  
Miscellaneous Traffic Studies for Site Plans and Subdivisions, Project No. 15-075

Recommendation:

That Council, by resolution, authorize contracts for professional services with Drexel, Barrell & Co. (Drexel), DOWL LLC d/b/a DOWL, General Grants Group, Jacobs Engineering Group, Inc. (Jacobs), Sustainable Traffic Solutions, Inc. (STS), and Vista West Engineering related to the development driven Miscellaneous Traffic Studies for Site Plans and Subdivisions, Project No. 15-075, for FY 2016.

Summary:

The City relies on selected traffic engineering consulting firms to prepare traffic engineering studies required for developments exceeding traffic generation potentials as defined by City ordinance. In this manner, the City is better served by identifying qualified traffic engineering specialists that will provide sound, unbiased traffic engineering recommendations. Developers are required to pay for the traffic engineering studies prepared for their individual developments.

Earlier this year, the City solicited Requests for Proposals from engineering firms to conduct traffic engineering studies for FY 2016. Six firms are recommended by City staff for Council's consideration to enter into one-year contracts for fiscal year 2016. The traffic engineering consulting firms presented at this time are Drexel, DOWL, General Grants Group, Jacobs, STS, and Vista West. According to City ordinance, developers must pay in full for individual traffic study fees prior to the City's issuing a Notice to Proceed for that study. Following this process, the City pays for the individual study fees in a "pass through" fashion. As a result, no City funding mechanism is needed for these traffic engineering contracts.

A resolution is prepared for Council's consideration.

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART I - AGREEMENT**

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Jacobs Engineering Group, Inc., 707 17th Street, Suite 2400, Denver, Colorado 80202 (“Consultant”).

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

### **RECITALS**

A. The City is undertaking traffic studies in fiscal year 2016 relating to various site plans and subdivisions in the City of Casper, as well as undertaking various general municipal traffic engineering studies.

B. The project requires professional services for conducting traffic studies for development and general municipal applications.

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

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

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

1. **SCOPE OF SERVICES:**

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

- A. The Consultant shall conduct various traffic studies over the course of this contract in accordance with Title 16 of the Casper Municipal Code as specifically outlined in Part “B” of Section 16.20.080, “Preparation of Plat – Supporting Materials.” A copy of that portion of the code is attached as Exhibit “A”.
- B. At such time as the City determines the need for a traffic study for a proposed development or other municipal application, the Consultant shall review the

concepts of the proposed development/application to understand the type of land use proposed. The Consultant shall make necessary reconnaissance of the site to understand the proposed access to the existing street network and identify intersections that may be affected by the proposed development/application.

After reviewing the scope of work and conferencing with City staff on details related to the study production, Consultant shall prepare a Scope of Services accompanied by a fee proposal to complete the traffic study. This Scope of Services and fee shall be reviewed by City staff for completeness and accuracy. If concerning development-related traffic engineering services, once a Scope of Services and a final fee is accepted by the developer and City staff and the developer pays the fee in full to the City of Casper, the Consultant shall commence with work associated with the traffic study upon receipt of a written Notice to Proceed from the City. Likewise, non-development-related traffic engineering studies shall commence upon receipt of a written Notice to Proceed from the City.

The method of agreement for each traffic study application used under this Contract for Professional Services shall include a written authorization/Notice to Proceed by the City affixed to the agreed to Consultant's proposal for traffic engineering services. It shall be specifically understood that there shall be no change to the agreed to Scope of Services or increase in the agreed to ceiling amount for each traffic study unless approved in writing by the City.

- C. The Consultant shall conference with City staff to discuss the following items related to traffic study productions:
- Identify the study area, including the intersections to be studied and the applicability of Level of Service and/or traffic signal warrant determinations;
  - Determine the traffic data required for the study, including its date and source if the use of existing data is proposed;
  - Review the volume scenarios necessary to study proposed development;
  - Identify meetings with City staff that are necessary; and,
  - Agree on schedule for completion of the study.
- D. Review Development Concepts. The Consultant shall review development concepts to understand the type of development that is being proposed, the street network and access in the area, and the existing development near the site. This review is intended to allow the Consultant to prepare its fee proposal and to begin preparing the traffic study as soon as possible after receipt of a Notice to Proceed issued by the City. During the review of the development concept, Consultant shall look at the following items as they relate to the proposed development:
- Type of land use proposed to estimate the amount of traffic that will be generated by the site;
  - Roadway network in the vicinity of the site as well as impacted intersections;
  - Roadway geometry adjacent to the site;

- Proposed access to the site and existing access near the site;
- Pedestrian volumes and movements;
- Existing and projected traffic signals in the vicinity of the site; and,
- Potential mitigation measures that may be required by the development.

E. Scoping Meeting with City staff. A scoping meeting will be held between the City and Consultant and others as necessary at the onset of the traffic study production to allow City representatives to transfer their knowledge of the area and concerns about the project to Consultant. In addition, this meeting will allow Consultant to discuss their observations and concerns about the site. It is understood that, unless specifically required by the City and included in the proposal accepted by the City, the Consultant's meeting with the City will be by telephone or other means not requiring a representative of the Consultant to be physically present at the meeting in Casper.

Consultant and City will discuss the following items at each scoping meeting:

- Observations from the review of the development concept. Consultant shall discuss with City staff the observations made during the initial review of the development as described above.
- Identify Study Area. Consultant and the City will identify the study area based on the requirements of Section 16.20.080 of the Casper Municipal Code as well as the magnitude and expected impacts of the proposed development.
- Traffic Count and Accident Data. Consultant shall provide a list of traffic count and accident data that are mutually agreed as necessary to complete the project. Traffic and speed counts and accident data shall be provided by the City at no cost to the Consultant. This list request may be forwarded to the City in advance of the meeting to allow the City the maximum amount of time to collect data.
- Required Volume Scenarios. The Consultant shall propose traffic volume scenarios for the study based on the location and development scenario. Section 16.20.080 of the Casper Municipal Code requires a short term volume scenario (existing traffic plus development traffic) and a long term volume scenario (20 year projected volumes plus development traffic). Special situations, such as phased development, require additional scenarios. The Consultant shall attempt to identify these situations and advise the City if they are necessary.
- Identify Necessary Meetings with City Staff. The Consultant and City will identify meetings that will be necessary during the course of the study and schedule dates during the first meeting. It is understood, unless specifically required by the City and included in the proposal accepted by the City, that the Consultant's meetings with the City will be by telephone or other means not requiring a representative of the Consultant to be physically present at the meeting in Casper.
- Proposed Schedule. Consultant understands the necessity of completing a traffic impact study in a timely manner so that the developer knows if this

project is feasible from his perspective and so that the City is responsive to the developer. With this in mind, the Consultant shall strive to complete the study as quickly as possible. Consultant and the City will discuss and agree on a schedule for the project.

- Proposed Fee. Consultant will provide a fee estimate to the City based on the effort required to complete this particular traffic study.
- F. Preliminary Traffic Study. Consultant shall prepare a preliminary study for review and comment by City staff. Following the review, Consultant and the City shall conference to discuss the City's comments and necessary revisions. Submittal of the Preliminary Traffic Study shall be via e-mail.
- G. Final Traffic Study. Following the meeting to discuss the review of the preliminary traffic study, Consultant shall revise the study incorporating the comments into the final study. Submittal of the Final Traffic Study shall be via e-mail, in addition to two (2) hard copies with Wyoming professional engineering stamp affixed.
- H. Planning Commission and City Council Meetings. As requested, the Consultant shall be available at the direction of City staff to attend meetings of the Planning Commission and/or Casper City Council. The Consultant's staff will prepare the graphics necessary to thoroughly describe the project in a straightforward manner. Unless specifically requested by the City, physical attendance at these meetings by the Consultant is not required and they are not included in the fee schedule for the individual traffic engineering applications included under this Contract for Professional Services.
- I. As part of any traffic study the City shall provide the Consultant with the following material and/or work if requested:
- Blueprints of Atlas Sheets encompassing the proposed improvements;
  - In digital format, GIS base map coverage requested by the Consultant. The Consultant will be required to enter into a license agreement for use of the GIS coverage with the City, at no cost to the Consultant.
  - Most recent aerial photography of the proposal area;
  - The City of Casper Traffic Division will work with the Consultant to provide needed traffic and speed counts, including turning movements and pedestrian counts (as applicable).
  - Accident data; and,
  - Proposed site plan provided by the developer.

The Consultant is entitled to rely on the accuracy and completeness of all information provided to Consultant by the City.

2. TIME OF PERFORMANCE:

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

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed based on the Consultant's current fee schedule and individual proposal amounts submitted by the Consultant and agreed upon by the City and developer.

Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

Walke Tremble

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

WITNESS:

CONTRACTOR  
Jacobs Engineering Group, Inc.  
707 17<sup>th</sup> Street, Suite 2400  
Denver, Colorado 80202

By: Vince A. Melyscho  
Printed Name: Vince A. Melyscho  
Title: Contract Manager

By: Julie Skoen  
Printed Name: Julie Skoen  
Title: Operations Manager

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All

of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUB-CONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Consultant shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Consultant and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Consultant shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Consultant shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

11.4 Consultant agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Consultant.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Consultant shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Consultant shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

## **EXHIBIT A**

### **MUNICIPAL CODE CASPER, WYOMING**

#### **16.20.080 Preparation of plat--Supporting materials.**

- B. Three copies of a traffic study conducted and signed by a registered professional engineer experienced in traffic engineering. Studies shall be furnished for all residential developments consisting of twenty or more dwelling units, and for all commercial and industrial sites generating more than seventy-five vehicle trips per peak hour.
1. Traffic Study. The engineer shall prepare a traffic study listing each type of land use, number of dwelling units, the number of square feet within a commercial or industrial building, the trip generation rates used and its reference within the Institute of Transportation Engineers Trip Generation Manual, most recent edition, (total daily traffic and a.m., noon, and p.m. peak hours) and the resultant trip generation entering the existing site. The related variable for each trip generation shall be identified. Trip generation values shall be calculated from the data contained in the Trip Generation Guide. In the event such data is not available for the proposed land use, the public services director shall approve estimated rates in writing prior to acceptance.
  2. The traffic study shall contain information on the adjacent street system surrounding the development. Information shall consist of existing and future average daily traffic volumes. Future traffic volumes shall be forecasted for the next twenty years. The method of projection shall be approved of by the city engineer's office. All adjacent streets serving the development site shall contain the following information:
    - a. Current and projected a.m., noon, and p.m. peak-hour traffic at street intersections, including turning movements;
    - b. Current and projected weekend peak-hour traffic at street intersections, including turning movements (if necessary);
    - c. Current lane configuration and traffic controls for adjacent streets serving the development;
    - d. A site plan of the development showing adjacent land uses within one-half mile;
    - e. Traffic control structures and signage currently installed;
    - f. Current and future level of service for streets adjacent to the development site. The level of service for the current street traffic volume shall be based upon information found in the city's long-range transportation plan;

- g. The estimated average daily traffic (ADT) to be generated from the development site and its impact on the adjacent street system. The ADT volume shall be added to both the current street system and the future street system for the next twenty years;
  - h. All current peak hour traffic volumes and street total daily traffic counts must be actual data counts not more than two years old. Peak hour volumes or street ADT's may not be extrapolated from other street intersections or systems unless approved in writing from the city engineer's office;
  - i. A listing of all traffic accidents over the past three years at all intersections within one-quarter mile of the development;
  - j. A site location map showing adjacent land use and zoning within one-quarter mile surrounding the proposed development.
3. The traffic study shall provide the following contents for the proposed development:
- a. Information on a.m., p.m., and noon peak-hour traffic volumes generated at the site for in and out traffic;
  - b. Information on weekend peak-hour traffic generated at the site (if the proposed land use generates significantly greater traffic volumes than a.m. and p.m. peaks);
  - c. Information on directional distribution of traffic generated at the site. Traffic generation shall be distributed for all peak-hour periods. All traffic shall be assigned and distributed to existing planned facilities in a manner consistent to the accepted traffic patterns and approved by the public services director;
  - d. The addition of the peak-hour traffic (a.m., noon, p.m.) generated by the proposed development to existing peak-hour traffic at all intersections within one-quarter mile of the development;
  - e. The current and future level of service for each turning movement of traffic at all signalized intersections and all major nonsignalized intersections within one-quarter mile of the development;
  - f. Recommendations for roadway improvements whenever the street system or street intersection fall below a level of service "C." Improvements shall be recommended to accommodate existing base and future site traffic;
  - g. Recommendations for roadway improvements whenever intersections exhibit an unusually high incidences of vehicular accidents. Improvements shall be recommended to reduce existing and future vehicular accidents.
4. Traffic Signals. All potential signalized intersections shall be placed at half-mile points. All other locations to be considered shall meet the following criteria:

- a. Progression band width shall be a minimum of fifty percent of the proposed cycle length in both directions,
  - b. Cycle length shall be a maximum of one hundred twenty seconds,
  - c. Progression speed shall be from the posted speed limit,
  - d. Remaining time for side-street traffic must be sufficient for side-street volumes,
5. Level of Service. The design year will be approximately twenty years following construction, or at build-out. The minimum level of service for the site and nonsite traffic shall be determined by the planning director and city engineer;
6. Deleted.
7. Trip Assignment. Internal trips shall not exceed ten percent of the total volume. Nongenerated passerby traffic reductions in generation volumes may be considered if applicable. All estimates of trip distribution and assignment are subject to review and approval by the city engineer;
8. Revisions to Traffic Study. Revisions to the traffic study shall be provided as required by the city engineer. The need to require revisions shall be based on the completeness of the traffic study, the thoroughness of the impact evaluation, and the compatibility with the street plan,
9. Traffic Counts.
- a. All raw traffic-count data (including hourly directional counts and peak-hour turning movements) and analysis worksheets shall be provided in the appendices,
  - b. All total daily traffic counts shall be actual machine counts and not based on factored peak-hour sampling. Latest available machine counts from The Wyoming Highway Department or the city shall be acceptable if not more than two years old. The city engineer shall conduct new machine counts, if requested, at a fee established by the city engineer,
10. Design Hour Volumes. Site design hour volumes approximating the peak-hour volume used to determine public improvements shall be estimated by one of the following:
- a. Existing traffic volume counts,
  - b. Peak-hour trip generation rates, as published in the ITE Trip Generation Guide,
  - c. By the formula:  

$$DHV = 0.10 \times AADT$$

TABLE INSET:

Where DHV	= estimated hour volume
AADT	= estimated annual average daily traffic

11. If, in the opinion of the public services director and community development director, a traffic study or certain portions thereof, as outlined above, are not needed, the requirements may be waived only in writing.
12. Any current or future improvements to the existing or adjacent roadway, pedestrian or traffic control system shown to be necessary as a result of the project, by the traffic study shall be the responsibility of the developer and city on a fair share basis.
13. Pedestrian Study. A pedestrian study shall be conducted and submitted. The study shall address existing pedestrian movements within one-quarter mile of the site, and project changes to pedestrian levels and movements within the area as a result of the proposed project. Modifications/additions to the pathway, sidewalk, crosswalk, signage, shelter and overpass systems required as a result of the project shall be outlined in the study. Compliance with the city of Casper regional trails plan shall be addressed by the study.
14. Review Fee. A fee shall be paid to the city for the cost of a traffic study prepared by an independent traffic engineer. The traffic engineer shall be selected by the city and shall work directly for the city in the preparation of the study. Traffic engineers interested in conducting traffic studies for the city will be invited to submit a statement of qualifications each year. The city will utilize the services of one or more of the selected engineers throughout the year in order to review traffic issues relating to development. The selected engineer shall provide the city a negotiated fee to cover the costs associated with traffic studies on each development. These fees in full will be due from the developer to the city prior to the city's issuance of a notice to proceed to the traffic engineer to prepare the traffic study.

RESOLUTION NO. 16-48

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH JACOBS ENGINEERING GROUP, FOR MISCELLANEOUS TRAFFIC STUDIES FOR SITE PLANS AND SUBDIVISIONS.

WHEREAS, City Council approved revised Ordinance 16.20.080, allowing multiple traffic engineering firms for selection to prepare traffic engineering studies; and,

WHEREAS, Requests for Proposals were solicited from qualified traffic engineering firms, of which six engineering firms were selected; and,

WHEREAS, the City of Casper desires to enter into professional services agreements to perform traffic impact studies for site plans and subdivisions; and,

WHEREAS, Jacobs Engineering Group, is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Jacobs Engineering Group, for services related to traffic impact studies.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments and contract extensions throughout the project to Jacobs Engineering Group to prepare individual traffic impact studies, retaining those amounts prescribed by the agreement, based on the amount proposed by Jacobs Engineering Group and as agreed to by the City and developer for each traffic impact study.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Daniel Sandoval  
Mayor

January 11, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
Jason Knopp, P.E. City Engineer 

SUBJECT: Six Contracts for Professional Services  
Miscellaneous Traffic Studies for Site Plans and Subdivisions, Project No. 15-075

Recommendation:

That Council, by resolution, authorize contracts for professional services with Drexel, Barrell & Co. (Drexel), DOWL LLC d/b/a DOWL, General Grants Group, Jacobs Engineering Group, Inc. (Jacobs), Sustainable Traffic Solutions, Inc. (STS), and Vista West Engineering related to the development driven Miscellaneous Traffic Studies for Site Plans and Subdivisions, Project No. 15-075, for FY 2016.

Summary:

The City relies on selected traffic engineering consulting firms to prepare traffic engineering studies required for developments exceeding traffic generation potentials as defined by City ordinance. In this manner, the City is better served by identifying qualified traffic engineering specialists that will provide sound, unbiased traffic engineering recommendations. Developers are required to pay for the traffic engineering studies prepared for their individual developments.

Earlier this year, the City solicited Requests for Proposals from engineering firms to conduct traffic engineering studies for FY 2016. Six firms are recommended by City staff for Council's consideration to enter into one-year contracts for fiscal year 2016. The traffic engineering consulting firms presented at this time are Drexel, DOWL, General Grants Group, Jacobs, STS, and Vista West. According to City ordinance, developers must pay in full for individual traffic study fees prior to the City's issuing a Notice to Proceed for that study. Following this process, the City pays for the individual study fees in a "pass through" fashion. As a result, no City funding mechanism is needed for these traffic engineering contracts.

A resolution is prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Sustainable Traffic Solutions, Inc., 823 West 124th Drive, Westminster, Colorado 80234 (“Consultant”).

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

### RECITALS

A. The City is undertaking traffic studies in fiscal year 2016 relating to various site plans and subdivisions in the City of Casper, as well as undertaking various general municipal traffic engineering studies.

B. The project requires professional services for conducting traffic studies for development and general municipal applications.

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

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

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

1. SCOPE OF SERVICES:

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

- A. The Consultant shall conduct various traffic studies over the course of this contract in accordance with Title 16 of the Casper Municipal Code as specifically outlined in Part “B” of Section 16.20.080, “Preparation of Plat – Supporting Materials.” A copy of that portion of the code is attached as Exhibit “A”.
- B. At such time as the City determines the need for a traffic study for a proposed development or other municipal application, the Consultant shall review the

concepts of the proposed development/application to understand the type of land use proposed. The Consultant shall make necessary reconnaissance of the site to understand the proposed access to the existing street network and identify intersections that may be affected by the proposed development/application.

After reviewing the scope of work and conferencing with City staff on details related to the study production, Consultant shall prepare a Scope of Services accompanied by a fee proposal to complete the traffic study. This Scope of Services and fee shall be reviewed by City staff for completeness and accuracy. If concerning development-related traffic engineering services, once a Scope of Services and a final fee is accepted by the developer and City staff and the developer pays the fee in full to the City of Casper, the Consultant shall commence with work associated with the traffic study upon receipt of a written Notice to Proceed from the City. Likewise, non-development-related traffic engineering studies shall commence upon receipt of a written Notice to Proceed from the City.

The method of agreement for each traffic study application used under this Contract for Professional Services shall include a written authorization/Notice to Proceed by the City affixed to the agreed to Consultant's proposal for traffic engineering services. It shall be specifically understood that there shall be no change to the agreed to Scope of Services or increase in the agreed to ceiling amount for each traffic study unless approved in writing by the City.

- C. The Consultant shall conference with City staff to discuss the following items related to traffic study productions:
- Identify the study area, including the intersections to be studied and the applicability of Level of Service and/or traffic signal warrant determinations;
  - Determine the traffic data required for the study, including its date and source if the use of existing data is proposed;
  - Review the volume scenarios necessary to study proposed development;
  - Identify meetings with City staff that are necessary; and,
  - Agree on schedule for completion of the study.
- D. Review Development Concepts. The Consultant shall review development concepts to understand the type of development that is being proposed, the street network and access in the area, and the existing development near the site. This review is intended to allow the Consultant to prepare its fee proposal and to begin preparing the traffic study as soon as possible after receipt of a Notice to Proceed issued by the City. During the review of the development concept, Consultant shall look at the following items as they relate to the proposed development:
- Type of land use proposed to estimate the amount of traffic that will be generated by the site;
  - Roadway network in the vicinity of the site as well as impacted intersections;
  - Roadway geometry adjacent to the site;

- Proposed access to the site and existing access near the site;
- Pedestrian volumes and movements;
- Existing and projected traffic signals in the vicinity of the site; and,
- Potential mitigation measures that may be required by the development.

E. Scoping Meeting with City staff. A scoping meeting will be held between the City and Consultant and others as necessary at the onset of the traffic study production to allow City representatives to transfer their knowledge of the area and concerns about the project to Consultant. In addition, this meeting will allow Consultant to discuss their observations and concerns about the site. It is understood that, unless specifically required by the City and included in the proposal accepted by the City, the Consultant's meeting with the City will be by telephone or other means not requiring a representative of the Consultant to be physically present at the meeting in Casper.

Consultant and City will discuss the following items at each scoping meeting:

- Observations from the review of the development concept. Consultant shall discuss with City staff the observations made during the initial review of the development as described above.
- Identify Study Area. Consultant and the City will identify the study area based on the requirements of Section 16.20.080 of the Casper Municipal Code as well as the magnitude and expected impacts of the proposed development.
- Traffic Count and Accident Data. Consultant shall provide a list of traffic count and accident data that are mutually agreed as necessary to complete the project. Traffic and speed counts and accident data shall be provided by the City at no cost to the Consultant. This list request may be forwarded to the City in advance of the meeting to allow the City the maximum amount of time to collect data.
- Required Volume Scenarios. The Consultant shall propose traffic volume scenarios for the study based on the location and development scenario. Section 16.20.080 of the Casper Municipal Code requires a short term volume scenario (existing traffic plus development traffic) and a long term volume scenario (20 year projected volumes plus development traffic). Special situations, such as phased development, require additional scenarios. The Consultant shall attempt to identify these situations and advise the City if they are necessary.
- Identify Necessary Meetings with City Staff. The Consultant and City will identify meetings that will be necessary during the course of the study and schedule dates during the first meeting. It is understood, unless specifically required by the City and included in the proposal accepted by the City, that the Consultant's meetings with the City will be by telephone or other means not requiring a representative of the Consultant to be physically present at the meeting in Casper.
- Proposed Schedule. Consultant understands the necessity of completing a traffic impact study in a timely manner so that the developer knows if this

project is feasible from his perspective and so that the City is responsive to the developer. With this in mind, the Consultant shall strive to complete the study as quickly as possible. Consultant and the City will discuss and agree on a schedule for the project.

- Proposed Fee. Consultant will provide a fee estimate to the City based on the effort required to complete this particular traffic study.
- F. Preliminary Traffic Study. Consultant shall prepare a preliminary study for review and comment by City staff. Following the review, Consultant and the City shall conference to discuss the City's comments and necessary revisions. Submittal of the Preliminary Traffic Study shall be via e-mail.
- G. Final Traffic Study. Following the meeting to discuss the review of the preliminary traffic study, Consultant shall revise the study incorporating the comments into the final study. Submittal of the Final Traffic Study shall be via e-mail, in addition to two (2) hard copies with Wyoming professional engineering stamp affixed.
- H. Planning Commission and City Council Meetings. As requested, the Consultant shall be available at the direction of City staff to attend meetings of the Planning Commission and/or Casper City Council. The Consultant's staff will prepare the graphics necessary to thoroughly describe the project in a straightforward manner. Unless specifically requested by the City, physical attendance at these meetings by the Consultant is not required and they are not included in the fee schedule for the individual traffic engineering applications included under this Contract for Professional Services.
- I. As part of any traffic study the City shall provide the Consultant with the following material and/or work if requested:
- Blueprints of Atlas Sheets encompassing the proposed improvements;
  - In digital format, GIS base map coverage requested by the Consultant. The Consultant will be required to enter into a license agreement for use of the GIS coverage with the City, at no cost to the Consultant.
  - Most recent aerial photography of the proposal area;
  - The City of Casper Traffic Division will work with the Consultant to provide needed traffic and speed counts, including turning movements and pedestrian counts (as applicable).
  - Accident data; and,
  - Proposed site plan provided by the developer.

The Consultant is entitled to rely on the accuracy and completeness of all information provided to Consultant by the City.

2. TIME OF PERFORMANCE:

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

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed based on the Consultant's current fee schedule and individual proposal amounts submitted by the Consultant and agreed upon by the City and developer.

Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

Walker Tremblay

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

WITNESS:

CONTRACTOR  
Sustainable Traffic Solutions, Inc.  
823 West 134<sup>th</sup> Drive  
Westminster, Colorado 80234

By: Joseph L Henderson

By: Julia Henderson

Printed Name: Joseph L Henderson

Printed Name: Julia Henderson

Title: Secretary

Title: President

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All

of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUB-CONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Consultant shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Consultant and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Consultant shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Consultant shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

11.4 Consultant agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Consultant.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Consultant shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Consultant shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

## **EXHIBIT A**

### **MUNICIPAL CODE CASPER, WYOMING**

#### **16.20.080 Preparation of plat--Supporting materials.**

- B. Three copies of a traffic study conducted and signed by a registered professional engineer experienced in traffic engineering. Studies shall be furnished for all residential developments consisting of twenty or more dwelling units, and for all commercial and industrial sites generating more than seventy-five vehicle trips per peak hour.
1. **Traffic Study.** The engineer shall prepare a traffic study listing each type of land use, number of dwelling units, the number of square feet within a commercial or industrial building, the trip generation rates used and its reference within the Institute of Transportation Engineers Trip Generation Manual, most recent edition, (total daily traffic and a.m., noon, and p.m. peak hours) and the resultant trip generation entering the existing site. The related variable for each trip generation shall be identified. Trip generation values shall be calculated from the data contained in the Trip Generation Guide. In the event such data is not available for the proposed land use, the public services director shall approve estimated rates in writing prior to acceptance.
  2. The traffic study shall contain information on the adjacent street system surrounding the development. Information shall consist of existing and future average daily traffic volumes. Future traffic volumes shall be forecasted for the next twenty years. The method of projection shall be approved of by the city engineer's office. All adjacent streets serving the development site shall contain the following information:
    - a. Current and projected a.m., noon, and p.m. peak-hour traffic at street intersections, including turning movements;
    - b. Current and projected weekend peak-hour traffic at street intersections, including turning movements (if necessary);
    - c. Current lane configuration and traffic controls for adjacent streets serving the development;
    - d. A site plan of the development showing adjacent land uses within one-half mile;
    - e. Traffic control structures and signage currently installed;
    - f. Current and future level of service for streets adjacent to the development site. The level of service for the current street traffic volume shall be based upon information found in the city's long-range transportation plan;

- g. The estimated average daily traffic (ADT) to be generated from the development site and its impact on the adjacent street system. The ADT volume shall be added to both the current street system and the future street system for the next twenty years;
  - h. All current peak hour traffic volumes and street total daily traffic counts must be actual data counts not more than two years old. Peak hour volumes or street ADT's may not be extrapolated from other street intersections or systems unless approved in writing from the city engineer's office;
  - i. A listing of all traffic accidents over the past three years at all intersections within one-quarter mile of the development;
  - j. A site location map showing adjacent land use and zoning within one-quarter mile surrounding the proposed development.
3. The traffic study shall provide the following contents for the proposed development:
- a. Information on a.m., p.m., and noon peak-hour traffic volumes generated at the site for in and out traffic;
  - b. Information on weekend peak-hour traffic generated at the site (if the proposed land use generates significantly greater traffic volumes than a.m. and p.m. peaks);
  - c. Information on directional distribution of traffic generated at the site. Traffic generation shall be distributed for all peak-hour periods. All traffic shall be assigned and distributed to existing planned facilities in a manner consistent to the accepted traffic patterns and approved by the public services director;
  - d. The addition of the peak-hour traffic (a.m., noon, p.m.) generated by the proposed development to existing peak-hour traffic at all intersections within one-quarter mile of the development;
  - e. The current and future level of service for each turning movement of traffic at all signalized intersections and all major nonsignalized intersections within one-quarter mile of the development;
  - f. Recommendations for roadway improvements whenever the street system or street intersection fall below a level of service "C." Improvements shall be recommended to accommodate existing base and future site traffic;
  - g. Recommendations for roadway improvements whenever intersections exhibit an unusually high incidences of vehicular accidents. Improvements shall be recommended to reduce existing and future vehicular accidents.
4. Traffic Signals. All potential signalized intersections shall be placed at half-mile points. All other locations to be considered shall meet the following criteria:

- a. Progression band width shall be a minimum of fifty percent of the proposed cycle length in both directions,
  - b. Cycle length shall be a maximum of one hundred twenty seconds,
  - c. Progression speed shall be from the posted speed limit,
  - d. Remaining time for side-street traffic must be sufficient for side-street volumes,
5. Level of Service. The design year will be approximately twenty years following construction, or at build-out. The minimum level of service for the site and nonsite traffic shall be determined by the planning director and city engineer;
6. Deleted.
7. Trip Assignment. Internal trips shall not exceed ten percent of the total volume. Nongenerated passerby traffic reductions in generation volumes may be considered if applicable. All estimates of trip distribution and assignment are subject to review and approval by the city engineer;
8. Revisions to Traffic Study. Revisions to the traffic study shall be provided as required by the city engineer. The need to require revisions shall be based on the completeness of the traffic study, the thoroughness of the impact evaluation, and the compatibility with the street plan,
9. Traffic Counts.
- a. All raw traffic-count data (including hourly directional counts and peak-hour turning movements) and analysis worksheets shall be provided in the appendices,
  - b. All total daily traffic counts shall be actual machine counts and not based on factored peak-hour sampling. Latest available machine counts from The Wyoming Highway Department or the city shall be acceptable if not more than two years old. The city engineer shall conduct new machine counts, if requested, at a fee established by the city engineer,
10. Design Hour Volumes. Site design hour volumes approximating the peak-hour volume used to determine public improvements shall be estimated by one of the following:
- a. Existing traffic volume counts,
  - b. Peak-hour trip generation rates, as published in the ITE Trip Generation Guide,
  - c. By the formula:  

$$DHV = 0.10 \times AADT$$

TABLE INSET:

Where DHV	= estimated hour volume
AADT	= estimated annual average daily traffic

11. If, in the opinion of the public services director and community development director, a traffic study or certain portions thereof, as outlined above, are not needed, the requirements may be waived only in writing.
12. Any current or future improvements to the existing or adjacent roadway, pedestrian or traffic control system shown to be necessary as a result of the project, by the traffic study shall be the responsibility of the developer and city on a fair share basis.
13. Pedestrian Study. A pedestrian study shall be conducted and submitted. The study shall address existing pedestrian movements within one-quarter mile of the site, and project changes to pedestrian levels and movements within the area as a result of the proposed project. Modifications/additions to the pathway, sidewalk, crosswalk, signage, shelter and overpass systems required as a result of the project shall be outlined in the study. Compliance with the city of Casper regional trails plan shall be addressed by the study.
14. Review Fee. A fee shall be paid to the city for the cost of a traffic study prepared by an independent traffic engineer. The traffic engineer shall be selected by the city and shall work directly for the city in the preparation of the study. Traffic engineers interested in conducting traffic studies for the city will be invited to submit a statement of qualifications each year. The city will utilize the services of one or more of the selected engineers throughout the year in order to review traffic issues relating to development. The selected engineer shall provide the city a negotiated fee to cover the costs associated with traffic studies on each development. These fees in full will be due from the developer to the city prior to the city's issuance of a notice to proceed to the traffic engineer to prepare the traffic study.

**COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT  
DIVISION OF WORKERS' COMPENSATION  
REJECTION OF COVERAGE BY CORPORATE OFFICERS OR MEMBERS OF A LIMITED  
LIABILITY COMPANY (LLC)**

**PART A**

1. Type of Entity  Corporation  Limited Liability Company (LLC)

2. Name of Corporation or LLC Sustainable Traffic Solutions, Inc.

3. Mailing Address 823 West 124th Drive  
Street or P.O. Box, Unit/Suite  
Westminster CO 80234-1754  
City S state Zip

4. Nature of Business Traffic Engineering

5. Federal Employer Identification Number 27-0861150 6. Business Phone (303) 589-6875

7. Date of Incorporation or Organization 09/03/09 8. State of Incorporation or Organization CO

9. Corporate Officers or LLC Members Rejecting Coverage:

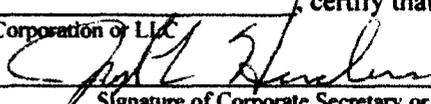
<u>Name(s)</u>				<u>Title(s)</u>	<u>Percent of Ownership/ Membership Interest</u>
<i>First</i>	<i>Middle</i>	<i>Last</i>	<i>Suffix (Jr., Sr., III)</i>		
Julia	Briggs	Henderson		President	51%
Joseph	Lowell	Henderson		Secretary	49%

10. Number of employees of the corporation or LLC other than officers or members listed above None

11A. Does your company have workers' compensation insurance? Yes  No

11B. If you answered "Yes" to Question 11A, please include your workers' compensation policy information below and submit this completed form directly to your carrier. If you answered "No" to Question 11A, please submit this completed form directly to the Colorado Division of Workers' Compensation.

a. Insurer Name \_\_\_\_\_ b. Policy Number \_\_\_\_\_  
 c. Effective Dates From \_\_\_\_\_ To \_\_\_\_\_

12. Certification:  
 I, Joseph L. Henderson, in my capacity as Corporate Secretary or LLC Manager  
Name of Corporate Secretary or LLC Manager  
 of Sustainable Traffic Solutions, Inc., certify that the above and attached information is correct and complete.  
Name of Corporation or LLC  
 10/13/09  
Signature of Corporate Secretary or LLC Manager Date

C.R.S. Section 10-1-128(6)(a) states: "It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."

COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT  
DIVISION OF WORKERS' COMPENSATION

REJECTION OF COVERAGE BY CORPORATE OFFICERS OR MEMBERS OF A LIMITED  
LIABILITY COMPANY (LLC)

PART B - Corporate Officer or LLC Member Questionnaire

IMPORTANT: A separate Part B MUST be completed by every person listed in Part A.

1. Name of Corporation or LLC Sustainable Traffic Solutions, Inc.

2. Mailing Address 823 West 124th Drive  
Street or P.O. Box, Unit/Suite  
Westminster CO 80234-1754  
City S State Zip  
3. Officer or Member Name Julia Briggs Henderson  
First Middle Last Suffix (Jr., Sr., III)  
4. Corporate Officer Title President 5. Business Phone (303) 255-9870

6. Date Officer/Member Elected 09/03/09

7. Duties performed for Corporation or LLC Business management

8. Mark ONE that Applies:

I hereby elect to reject workers' compensation insurance coverage based on C.R.S. 8-41-202 (Non-agricultural).  
By signing this form, you are acknowledging your rejection of all benefits under the Workers' Compensation Act. You are further acknowledging that you are an owner of at least 10% of the stock of the corporation or at least 10% of the membership interest of the LLC at all times, and control, supervise or manage the business affairs of the corporation or LLC. The election to reject workers' compensation insurance as a corporate officer/LLC member must be voluntary and cannot be a condition of your employment.

I hereby rescind my previously filed rejection of coverage.

Julia Henderson 10/14/09  
Corporate Officer/LLC Member Signature Date

9. Notary

Subscribed and sworn to before this 1<sup>st</sup> day of October, 2009



SEAL

Charron B Millspaugh  
Notary Public

In and for Adams County

and Colorado State

My commission expires 2/28/2013

C.R.S. Section 10-1-128(6)(a) states: "It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."

COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT  
DIVISION OF WORKERS' COMPENSATION

REJECTION OF COVERAGE BY CORPORATE OFFICERS OR MEMBERS OF A LIMITED LIABILITY COMPANY (LLC)

PART B - Corporate Officer or LLC Member Questionnaire

IMPORTANT: A separate Part B **MUST** be completed by every person listed in Part A.

1. Name of Corporation or LLC Sustainable Traffic Solutions, Inc.

2. Mailing Address 823 West 124th Drive  
Street or P.O. Box, Unit/Suite  
Westminster CO 80234-1754  
City S tate Zip

3. Officer or Member Name Joseph Lowell Henderson  
First Middle Last Suffix (Jr., Sr., III)

4. Corporate Officer Title Secretary 5. Business Phone (303) 255-9870

6. Date Officer/Member Elected 09/03/09

7. Duties performed for Corporation or LLC Project management

8. Mark ONE that Applies:



I hereby elect to reject workers' compensation insurance coverage based on C.R.S. 8-41-202 (Non-agricultural).

By signing this form, you are acknowledging your rejection of all benefits under the Workers' Compensation Act. You are further acknowledging that you are an owner of at least 10% of the stock of the corporation or at least 10% of the membership interest of the LLC at all times, and control, supervise or manage the business affairs of the corporation or LLC. The election to reject workers' compensation insurance as a corporate officer/LLC member must be voluntary and cannot be a condition of your employment.



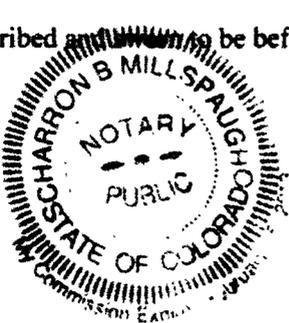
I hereby rescind my previously filed rejection of coverage.

Joseph L Henderson  
Corporate Officer/LLC Member Signature

10/14/09  
Date

9. Notary

Subscribed and sworn to be before this 14<sup>th</sup> day of October, 2009



Sharon B. Mills Spaughe  
Notary Public

In and for Adams County  
and Colorado State

My commission expires 2/25/2013

C.R.S. Section 10-1-128(6)(a) states: "It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."



## DESCRIPTIONS (Continued from Page 1)

**terms, conditions, limitations and exclusions: The Certificate Holder and Owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability but only with respect to liability arising out of the Named Insureds work performed on behalf of the certificate holder and owner. This insurance will apply on a primary, non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability and Automobile Liability.**

**Please note that Additional Insured status does not apply to Professional Liability.**

RESOLUTION NO. 16-49

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH SUSTAINABLE TRAFFIC SOLUTIONS, FOR MISCELLANEOUS TRAFFIC STUDIES FOR SITE PLANS AND SUBDIVISIONS.

WHEREAS, City Council approved revised Ordinance 16.20.080, allowing multiple traffic engineering firms for selection to prepare traffic engineering studies; and,

WHEREAS, Requests for Proposals were solicited from qualified traffic engineering firms, of which six engineering firms were selected; and,

WHEREAS, the City of Casper desires to enter into professional services agreements to perform traffic impact studies for site plans and subdivisions; and,

WHEREAS, Sustainable Traffic Solutions, is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Sustainable Traffic Solutions, for services related to traffic impact studies.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments and contract extensions throughout the project to Sustainable Traffic Solutions to prepare individual traffic impact studies, retaining those amounts prescribed by the agreement, based on the amount proposed by Sustainable Traffic Solutions and as agreed to by the City and developer for each traffic impact study.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

January 11, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
Jason Knopp, P.E. City Engineer 

SUBJECT: Six Contracts for Professional Services  
Miscellaneous Traffic Studies for Site Plans and Subdivisions, Project No. 15-075

Recommendation:

That Council, by resolution, authorize contracts for professional services with Drexel, Barrell & Co. (Drexel), DOWL LLC d/b/a DOWL, General Grants Group, Jacobs Engineering Group, Inc. (Jacobs), Sustainable Traffic Solutions, Inc. (STS), and Vista West Engineering related to the development driven Miscellaneous Traffic Studies for Site Plans and Subdivisions, Project No. 15-075, for FY 2016.

Summary:

The City relies on selected traffic engineering consulting firms to prepare traffic engineering studies required for developments exceeding traffic generation potentials as defined by City ordinance. In this manner, the City is better served by identifying qualified traffic engineering specialists that will provide sound, unbiased traffic engineering recommendations. Developers are required to pay for the traffic engineering studies prepared for their individual developments.

Earlier this year, the City solicited Requests for Proposals from engineering firms to conduct traffic engineering studies for FY 2016. Six firms are recommended by City staff for Council's consideration to enter into one-year contracts for fiscal year 2016. The traffic engineering consulting firms presented at this time are Drexel, DOWL, General Grants Group, Jacobs, STS, and Vista West. According to City ordinance, developers must pay in full for individual traffic study fees prior to the City's issuing a Notice to Proceed for that study. Following this process, the City pays for the individual study fees in a "pass through" fashion. As a result, no City funding mechanism is needed for these traffic engineering contracts.

A resolution is prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Vista West Engineering, 123 West 1<sup>st</sup> Street, Suite 640, Casper, Wyoming 82601 (“Consultant”).

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

### RECITALS

A. The City is undertaking traffic studies in fiscal year 2016 relating to various site plans and subdivisions in the City of Casper, as well as undertaking various general municipal traffic engineering studies.

B. The project requires professional services for conducting traffic studies for development and general municipal applications.

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

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

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

1. SCOPE OF SERVICES:

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

- A. The Consultant shall conduct various traffic studies over the course of this contract in accordance with Title 16 of the Casper Municipal Code as specifically outlined in Part “B” of Section 16.20.080, “Preparation of Plat – Supporting Materials.” A copy of that portion of the code is attached as Exhibit “A”.
- B. At such time as the City determines the need for a traffic study for a proposed development or other municipal application, the Consultant shall review the

concepts of the proposed development/application to understand the type of land use proposed. The Consultant shall make necessary reconnaissance of the site to understand the proposed access to the existing street network and identify intersections that may be affected by the proposed development/application.

After reviewing the scope of work and conferencing with City staff on details related to the study production, Consultant shall prepare a Scope of Services accompanied by a fee proposal to complete the traffic study. This Scope of Services and fee shall be reviewed by City staff for completeness and accuracy. If concerning development-related traffic engineering services, once a Scope of Services and a final fee is accepted by the developer and City staff and the developer pays the fee in full to the City of Casper, the Consultant shall commence with work associated with the traffic study upon receipt of a written Notice to Proceed from the City. Likewise, non-development-related traffic engineering studies shall commence upon receipt of a written Notice to Proceed from the City.

The method of agreement for each traffic study application used under this Contract for Professional Services shall include a written authorization/Notice to Proceed by the City affixed to the agreed to Consultant's proposal for traffic engineering services. It shall be specifically understood that there shall be no change to the agreed to Scope of Services or increase in the agreed to ceiling amount for each traffic study unless approved in writing by the City.

- C. The Consultant shall conference with City staff to discuss the following items related to traffic study productions:
- Identify the study area, including the intersections to be studied and the applicability of Level of Service and/or traffic signal warrant determinations;
  - Determine the traffic data required for the study, including its date and source if the use of existing data is proposed;
  - Review the volume scenarios necessary to study proposed development;
  - Identify meetings with City staff that are necessary; and,
  - Agree on schedule for completion of the study.
- D. Review Development Concepts. The Consultant shall review development concepts to understand the type of development that is being proposed, the street network and access in the area, and the existing development near the site. This review is intended to allow the Consultant to prepare its fee proposal and to begin preparing the traffic study as soon as possible after receipt of a Notice to Proceed issued by the City. During the review of the development concept, Consultant shall look at the following items as they relate to the proposed development:
- Type of land use proposed to estimate the amount of traffic that will be generated by the site;
  - Roadway network in the vicinity of the site as well as impacted intersections;
  - Roadway geometry adjacent to the site;

- Proposed access to the site and existing access near the site;
- Pedestrian volumes and movements;
- Existing and projected traffic signals in the vicinity of the site; and,
- Potential mitigation measures that may be required by the development.

E. Scoping Meeting with City staff. A scoping meeting will be held between the City and Consultant and others as necessary at the onset of the traffic study production to allow City representatives to transfer their knowledge of the area and concerns about the project to Consultant. In addition, this meeting will allow Consultant to discuss their observations and concerns about the site. It is understood that, unless specifically required by the City and included in the proposal accepted by the City, the Consultant's meeting with the City will be by telephone or other means not requiring a representative of the Consultant to be physically present at the meeting in Casper.

Consultant and City will discuss the following items at each scoping meeting:

- Observations from the review of the development concept. Consultant shall discuss with City staff the observations made during the initial review of the development as described above.
- Identify Study Area. Consultant and the City will identify the study area based on the requirements of Section 16.20.080 of the Casper Municipal Code as well as the magnitude and expected impacts of the proposed development.
- Traffic Count and Accident Data. Consultant shall provide a list of traffic count and accident data that are mutually agreed as necessary to complete the project. Traffic and speed counts and accident data shall be provided by the City at no cost to the Consultant. This list request may be forwarded to the City in advance of the meeting to allow the City the maximum amount of time to collect data.
- Required Volume Scenarios. The Consultant shall propose traffic volume scenarios for the study based on the location and development scenario. Section 16.20.080 of the Casper Municipal Code requires a short term volume scenario (existing traffic plus development traffic) and a long term volume scenario (20 year projected volumes plus development traffic). Special situations, such as phased development, require additional scenarios. The Consultant shall attempt to identify these situations and advise the City if they are necessary.
- Identify Necessary Meetings with City Staff. The Consultant and City will identify meetings that will be necessary during the course of the study and schedule dates during the first meeting. It is understood, unless specifically required by the City and included in the proposal accepted by the City, that the Consultant's meetings with the City will be by telephone or other means not requiring a representative of the Consultant to be physically present at the meeting in Casper.
- Proposed Schedule. Consultant understands the necessity of completing a traffic impact study in a timely manner so that the developer knows if this

project is feasible from his perspective and so that the City is responsive to the developer. With this in mind, the Consultant shall strive to complete the study as quickly as possible. Consultant and the City will discuss and agree on a schedule for the project.

- Proposed Fee. Consultant will provide a fee estimate to the City based on the effort required to complete this particular traffic study.
- F. Preliminary Traffic Study. Consultant shall prepare a preliminary study for review and comment by City staff. Following the review, Consultant and the City shall conference to discuss the City's comments and necessary revisions. Submittal of the Preliminary Traffic Study shall be via e-mail.
- G. Final Traffic Study. Following the meeting to discuss the review of the preliminary traffic study, Consultant shall revise the study incorporating the comments into the final study. Submittal of the Final Traffic Study shall be via e-mail, in addition to two (2) hard copies with Wyoming professional engineering stamp affixed.
- H. Planning Commission and City Council Meetings. As requested, the Consultant shall be available at the direction of City staff to attend meetings of the Planning Commission and/or Casper City Council. The Consultant's staff will prepare the graphics necessary to thoroughly describe the project in a straightforward manner. Unless specifically requested by the City, physical attendance at these meetings by the Consultant is not required and they are not included in the fee schedule for the individual traffic engineering applications included under this Contract for Professional Services.
- I. As part of any traffic study the City shall provide the Consultant with the following material and/or work if requested:
- Blueprints of Atlas Sheets encompassing the proposed improvements;
  - In digital format, GIS base map coverage requested by the Consultant. The Consultant will be required to enter into a license agreement for use of the GIS coverage with the City, at no cost to the Consultant.
  - Most recent aerial photography of the proposal area;
  - The City of Casper Traffic Division will work with the Consultant to provide needed traffic and speed counts, including turning movements and pedestrian counts (as applicable).
  - Accident data; and,
  - Proposed site plan provided by the developer.

The Consultant is entitled to rely on the accuracy and completeness of all information provided to Consultant by the City.

2. TIME OF PERFORMANCE:

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

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed based on the Consultant's current fee schedule and individual proposal amounts submitted by the Consultant and agreed upon by the City and developer.

Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

William Tremblay

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

Tracey L. Belser  
City Clerk

Daniel Sandoval  
Mayor

WITNESS:

CONTRACTOR  
Vista West Engineering  
123 West 1<sup>st</sup> Street, Suite 640  
Casper, Wyoming 82601

By: Phillip Giffin

By: Randy Boman

Printed Name: Phillip Giffin

Printed Name: Randy Boman

Title: Project Manager

Title: Principal

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All

of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUB-CONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Consultant shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Consultant and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Consultant shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Consultant shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

11.4 Consultant agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Consultant.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Consultant shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Consultant shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

## EXHIBIT A

### MUNICIPAL CODE CASPER, WYOMING

#### **16.20.080 Preparation of plat--Supporting materials.**

- B. Three copies of a traffic study conducted and signed by a registered professional engineer experienced in traffic engineering. Studies shall be furnished for all residential developments consisting of twenty or more dwelling units, and for all commercial and industrial sites generating more than seventy-five vehicle trips per peak hour.
1. **Traffic Study.** The engineer shall prepare a traffic study listing each type of land use, number of dwelling units, the number of square feet within a commercial or industrial building, the trip generation rates used and its reference within the Institute of Transportation Engineers Trip Generation Manual, most recent edition, (total daily traffic and a.m., noon, and p.m. peak hours) and the resultant trip generation entering the existing site. The related variable for each trip generation shall be identified. Trip generation values shall be calculated from the data contained in the Trip Generation Guide. In the event such data is not available for the proposed land use, the public services director shall approve estimated rates in writing prior to acceptance.
  2. The traffic study shall contain information on the adjacent street system surrounding the development. Information shall consist of existing and future average daily traffic volumes. Future traffic volumes shall be forecasted for the next twenty years. The method of projection shall be approved of by the city engineer's office. All adjacent streets serving the development site shall contain the following information:
    - a. Current and projected a.m., noon, and p.m. peak-hour traffic at street intersections, including turning movements;
    - b. Current and projected weekend peak-hour traffic at street intersections, including turning movements (if necessary);
    - c. Current lane configuration and traffic controls for adjacent streets serving the development;
    - d. A site plan of the development showing adjacent land uses within one-half mile;
    - e. Traffic control structures and signage currently installed;
    - f. Current and future level of service for streets adjacent to the development site. The level of service for the current street traffic volume shall be based upon information found in the city's long-range transportation plan;

- g. The estimated average daily traffic (ADT) to be generated from the development site and its impact on the adjacent street system. The ADT volume shall be added to both the current street system and the future street system for the next twenty years;
  - h. All current peak hour traffic volumes and street total daily traffic counts must be actual data counts not more than two years old. Peak hour volumes or street ADT's may not be extrapolated from other street intersections or systems unless approved in writing from the city engineer's office;
  - i. A listing of all traffic accidents over the past three years at all intersections within one-quarter mile of the development;
  - j. A site location map showing adjacent land use and zoning within one-quarter mile surrounding the proposed development.
3. The traffic study shall provide the following contents for the proposed development:
- a. Information on a.m., p.m., and noon peak-hour traffic volumes generated at the site for in and out traffic;
  - b. Information on weekend peak-hour traffic generated at the site (if the proposed land use generates significantly greater traffic volumes than a.m. and p.m. peaks);
  - c. Information on directional distribution of traffic generated at the site. Traffic generation shall be distributed for all peak-hour periods. All traffic shall be assigned and distributed to existing planned facilities in a manner consistent to the accepted traffic patterns and approved by the public services director;
  - d. The addition of the peak-hour traffic (a.m., noon, p.m.) generated by the proposed development to existing peak-hour traffic at all intersections within one-quarter mile of the development;
  - e. The current and future level of service for each turning movement of traffic at all signalized intersections and all major nonsignalized intersections within one-quarter mile of the development;
  - f. Recommendations for roadway improvements whenever the street system or street intersection fall below a level of service "C." Improvements shall be recommended to accommodate existing base and future site traffic;
  - g. Recommendations for roadway improvements whenever intersections exhibit an unusually high incidences of vehicular accidents. Improvements shall be recommended to reduce existing and future vehicular accidents.
4. Traffic Signals. All potential signalized intersections shall be placed at half-mile points. All other locations to be considered shall meet the following criteria:

- a. Progression band width shall be a minimum of fifty percent of the proposed cycle length in both directions,
  - b. Cycle length shall be a maximum of one hundred twenty seconds,
  - c. Progression speed shall be from the posted speed limit,
  - d. Remaining time for side-street traffic must be sufficient for side-street volumes,
5. Level of Service. The design year will be approximately twenty years following construction, or at build-out. The minimum level of service for the site and nonsite traffic shall be determined by the planning director and city engineer;
6. Deleted.
7. Trip Assignment. Internal trips shall not exceed ten percent of the total volume. Nongenerated passerby traffic reductions in generation volumes may be considered if applicable. All estimates of trip distribution and assignment are subject to review and approval by the city engineer;
8. Revisions to Traffic Study. Revisions to the traffic study shall be provided as required by the city engineer. The need to require revisions shall be based on the completeness of the traffic study, the thoroughness of the impact evaluation, and the compatibility with the street plan,
9. Traffic Counts.
- a. All raw traffic-count data (including hourly directional counts and peak-hour turning movements) and analysis worksheets shall be provided in the appendices,
  - b. All total daily traffic counts shall be actual machine counts and not based on factored peak-hour sampling. Latest available machine counts from The Wyoming Highway Department or the city shall be acceptable if not more than two years old. The city engineer shall conduct new machine counts, if requested, at a fee established by the city engineer,
10. Design Hour Volumes. Site design hour volumes approximating the peak-hour volume used to determine public improvements shall be estimated by one of the following:
- a. Existing traffic volume counts,
  - b. Peak-hour trip generation rates, as published in the ITE Trip Generation Guide,
  - c. By the formula:  

$$DHV = 0.10 \times AADT$$

TABLE INSET:

Where DHV	= estimated hour volume
AADT	= estimated annual average daily traffic

11. If, in the opinion of the public services director and community development director, a traffic study or certain portions thereof, as outlined above, are not needed, the requirements may be waived only in writing.
12. Any current or future improvements to the existing or adjacent roadway, pedestrian or traffic control system shown to be necessary as a result of the project, by the traffic study shall be the responsibility of the developer and city on a fair share basis.
13. Pedestrian Study. A pedestrian study shall be conducted and submitted. The study shall address existing pedestrian movements within one-quarter mile of the site, and project changes to pedestrian levels and movements within the area as a result of the proposed project. Modifications/additions to the pathway, sidewalk, crosswalk, signage, shelter and overpass systems required as a result of the project shall be outlined in the study. Compliance with the city of Casper regional trails plan shall be addressed by the study.
14. Review Fee. A fee shall be paid to the city for the cost of a traffic study prepared by an independent traffic engineer. The traffic engineer shall be selected by the city and shall work directly for the city in the preparation of the study. Traffic engineers interested in conducting traffic studies for the city will be invited to submit a statement of qualifications each year. The city will utilize the services of one or more of the selected engineers throughout the year in order to review traffic issues relating to development. The selected engineer shall provide the city a negotiated fee to cover the costs associated with traffic studies on each development. These fees in full will be due from the developer to the city prior to the city's issuance of a notice to proceed to the traffic engineer to prepare the traffic study.



RESOLUTION NO. 16-50

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH VISTA WEST ENGINEERING, FOR MISCELLANEOUS TRAFFIC STUDIES FOR SITE PLANS AND SUBDIVISIONS.

WHEREAS, City Council approved revised Ordinance 16.20.080, allowing multiple traffic engineering firms for selection to prepare traffic engineering studies; and,

WHEREAS, Requests for Proposals were solicited from qualified traffic engineering firms, of which six engineering firms were selected; and,

WHEREAS, the City of Casper desires to enter into professional services agreements to perform traffic impact studies for site plans and subdivisions; and,

WHEREAS, Vista West Engineering, is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Vista West Engineering, for services related to traffic impact studies.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments and contract extensions throughout the project Vista West Engineering to prepare individual traffic impact studies, retaining those amounts prescribed by the agreement, based on the amount proposed by Vista West Engineering and as agreed to by the City and developer for each traffic impact study.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

TO: V.H. McDonald, City Manager  
FROM: Jim Wetzel, Police Chief   
SUBJECT: Homeland Security Grant, LETPA

Recommendation

That Council, by resolution, authorize acceptance of a Grant award from the Wyoming Office of Homeland Security, in the amount of \$30,000, to be used for criminal intelligence training and other services covered by the Grant.

Summary

The Casper Police Department has been notified that the Wyoming Office of Homeland Security desires to award the City of Casper a Grant, in the amount of Thirty Thousand Dollars (\$30,000) for the Law Enforcement and Terrorism Prevention Oriented Activities (LETPA) Program, for a period from September 1, 2015 through May 31, 2018.

This Grant falls under the U.S. Department of Homeland Security's State Homeland Security Program (SHSP). The Casper Police Department desires to use the Grant funds for criminal intelligence training and other services covered by the Grant.

A resolution has been prepared for Council's consideration.



Matthew H. Mead  
Governor

## Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017

Website: <http://hls.wyo.gov>

5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron  
Director

### Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2015

<b>Political Subdivision:</b>	<b>City of Casper</b>
<b>Award Amount:</b>	<b>\$30,000.00</b>
<b>Award Period:</b>	<b>September 1, 2015 through May 31, 2018</b>
<b>CFDA #:</b>	<b>97.067</b>
<b>DHS Grant Code:</b>	<b>EMW-2015-SS-00037</b>
<b>Project ID:</b>	<b>15-GPD-CAS-LP-HLE15</b>

- Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 (Homeland Security) and **City of Casper**, whose mailing address is **200 North David, Casper, WY 82601** (Subrecipient).
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2015 Homeland Security Grant Program, State Homeland Security Program. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2015 through May 31, 2018. The total amount of this Grant is Thirty Thousand Dollars and Zero Cents (**\$30,000.00**).
- Federal Grant References:** The Fiscal Year 2015 Homeland Security Grant Program (HSGP) Program

Notice of Funding Opportunity (NOFO) can be found at [http://www.fema.gov/media-library-data/1429291822887-7f203c9296fde6160b727475532c7796/FY2015HSGP\\_NOFO\\_v3.pdf](http://www.fema.gov/media-library-data/1429291822887-7f203c9296fde6160b727475532c7796/FY2015HSGP_NOFO_v3.pdf).

- 6. Purpose of Grant Award:** The FY 2015 HSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. The FY 2015 HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The National Preparedness System is the instrument the Nation employs to build, sustain, and deliver core capabilities in order to achieve the Goal of a secure and resilient Nation. Complex and far-reaching threats and hazards require a collaborative and whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. The guidance, programs, processes, and systems that support each component of the National Preparedness System allows for the integration of preparedness efforts that build, sustain, and deliver core capabilities and achieve the desired outcomes identified in the Goal. The purpose of the HSGP is to prevent terrorism and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States; therefore, HSGP funded investments must have a terrorism-nexus.

To evaluate National progress in building, sustaining, and delivering the core capabilities outlined in the Goal, FEMA annually publishes the National Preparedness Report (NPR). Looking across all thirty one (31) core capabilities outlined in the Goal, the NPR provides a National perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of shared concern.

Grantees are expected to consider National areas for improvement identified in the 2014 NPR, which include cybersecurity, recovery-focused core capabilities, the integration of individuals with access and functional needs, enhancing the resilience of infrastructure systems, and maturing the role of public-private partnerships. Addressing these areas for improvement will enhance preparedness Nation-wide.

In addition, the DHS expects grantees to prioritize grant funding to address gaps identified through the annual State Preparedness Report (SPR) in achieving capability targets set through the annual Threat and Hazard Identification and Risk Assessment (THIRA). These assessments identify the jurisdictions' capability targets and current ability to meet those targets.

**A. Purchases must align with the approved project submission identified as:**

- *Participating, hosting or conducting allowable Intelligence training.*
- *Allowable equipment purchases necessary to facilitate above training.*

- 7. Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **\$30,000.00 (Thirty Thousand Dollars and Zero Cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form, applicable invoices and proof of payment provided the expenditures comply with the FY2015 Notice of Funding Opportunity (NOFO), the Authorized Equipment list found at <http://beta.fema.gov/authorized-equipment-list>, and all applicable federal and state laws. Payment for one invoice may not be split between different grant years. Quarterly reports must be

laws. Payment for one invoice may not be split between different grant years. Quarterly reports must be current in order to receive reimbursements. There will be no extensions for the 2015 State Homeland Security Grant reimbursement or performance period.

**8. Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:

**A.** Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:

- (i) Subrecipient must be familiar with the 2015 HSGP objectives and priorities identified in the FY 2015 Homeland Security Grant NOFO and the State Initiatives which can be found at <http://hls.wyo.gov>.
- (ii) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2015 Homeland Security Grant Program Notice of Funding Opportunity (NOFO). Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2015 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
- (iii) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, Fiscal Year 2013 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at [http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep\\_apr13\\_.pdf](http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13_.pdf)
- (iv) Subrecipient agrees to comply with the financial and administrative requirements set forth in the FY 2015 Homeland Security Grant Program (HSGP) NOFO.
- (v) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
- (vi) Subrecipient further agrees to comply with the standards put forth in 2 CFR part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments.
- (vii) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in 44 CFR part 13 (OMB Circular A-102), per 44 CFR Section 13.36, whichever may be more restrictive must be followed. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds using the Purchase Pre-Approval Request form.
- (viii) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland**

**Security, the State of Wyoming or WOHS.”** Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and Homeland Security regarding any patent rights that arise from, or are purchased with, this Grant.

- (ix) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
- (x) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
- (xi) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the U.S. Department of Homeland Security, Office of Grants and Training.
- (xii) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
- (xiii) Subrecipient may only fund Investments that were included in the FY 2015 Investment Justification (State Initiatives) and identified in the approved project(s) listed in section six (6). Descriptions of the 2015 State Initiatives can be found at <http://hls.wyo.gov>.
- (xiv) Subrecipient shall comply with all applicable “Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).” **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- (xv) Subrecipient agrees to complete or participate in a County THIRA/CPR by September 1, 2016.

**B.** This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.

**C.** Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.

**D.** As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and NIMS

implementation guidelines.

- E. State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on a project basis that falls under any or all of the following FY 2015 State Initiatives:
- (i) NIMS
    - a. Planning
    - b. Resource Management/Equipment
    - c. Training
    - d. Exercise-Local
    - e. Exercise-State
  - (ii) Regional Preparedness
    - a. Evacuation Plan
    - b. School Safety Preparedness Plan
    - c. Continuity of Operations/Continuity of Government (COOP/COG) Plans
    - d. Infrastructure Plans
    - e. Medical Response
    - f. Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) Activities
  - (iii) Communications Interoperability
    - a. Tactical Interoperability Communications Plan (TICP)
    - b. Equipment – WyoLink Capability
    - c. Wyoming Communications Field Guide
    - d. Cyber Terrorism
  - (iv) Risk and Gap Analysis
    - a. THIRA & SPR
  - (v) IED/Terrorism Initiatives
    - a. Bomb Teams
    - b. Intelligence & Information Sharing
  - (vi) Public Information and Warning
    - a. Integrated Public Alert and Warning System (IPAWS)
    - b. Developing Social Media
    - c. Public Education
- F. Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to Homeland Security by April 20, July 20, October 20, and January 20, respectively. Quarterly reports will include:
- (i) The number of people trained in a given capability to support a reported number defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 Urban Search and Rescue (USAR) Teams)
  - (ii) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant
  - (iii) Status of THIRA/CPR
  - (iv) What equipment was purchased, what typed capability it supports, and plans for sustainment.
- Quarterly reports will be submitted electronically via  
[https://docs.google.com/forms/d/1DVzeOD7gkTozSFSVLBJ2WukshFc3A8wstpKbrfXhr3M/viewform?usp=send\\_form](https://docs.google.com/forms/d/1DVzeOD7gkTozSFSVLBJ2WukshFc3A8wstpKbrfXhr3M/viewform?usp=send_form).

## 9. **Responsibilities of Homeland Security:**

- A. Homeland Security will be available to provide necessary and feasible technical advice, which may be reasonably required by Subrecipient.

- B. Homeland Security will pay Subrecipient as stated in paragraph 7 above.
- C. Homeland Security shall notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- D. Homeland Security shall notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.
- E. Homeland Security shall notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

**10. Special Provisions:**

- A. Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- B. Cost Principles:** Subrecipient agrees to comply with the standards set forth in 2 CFR part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments.
- C. Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and CFR 44 § Part 17 or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov).
- D. Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors, Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- E. Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- F. Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- G. Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Subrecipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- H. Freedom of Information Act (FOIA):** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of

information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.

- I. Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (2) Procures a commercial sex act during the period of time that the award is in effect; or
  - (3) Uses forced labor in the performance of the award or sub awards under the award.
- J. Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes.
- Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- K. Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- L. Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
- M. Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at [www.lep.gov](http://www.lep.gov).
- N. Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- O. National Preparedness Reporting Compliance:** Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.
- P. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- Q. Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42

U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.

- R. Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- S. Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- T. Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- U. Technology Requirements:**
  - (i) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
  - (ii) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
  - (iii) Subrecipient is encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

## **11. General Provisions:**

- A. Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- B. Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- D. Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.
- E. Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.

- F. Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- G. Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- H. Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- I. Entirety of Grant:** This Grant, consisting of eleven (11) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page, which is attached and incorporated herein, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- J. Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient.
- K. Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- L. Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- M. Independent Contractor:** Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Grant Award Agreement.
- N. Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- O. Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail or delivery in person.
- P. Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction.
- Q. Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed

under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

- R. Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- T. Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- U. Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
- V. Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.
- W. Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- X. Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- Y. Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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**12. Signature:** By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant and that they have the authority to sign it.

The effective date of this Grant is the date of the signature last affixed to this page.

**WYOMING OFFICE OF HOMELAND SECURITY**

\_\_\_\_\_  
Guy Cameron, Director

\_\_\_\_\_  
Date

**CITY OF CASPER**

\_\_\_\_\_  
Daniel Sandoval  
Mayor

\_\_\_\_\_  
Date

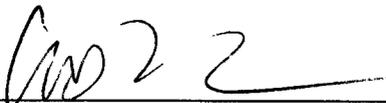
\_\_\_\_\_  
Mr. Jim Wetzel  
Police Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested by: City/Town Clerk

\_\_\_\_\_  
Date

Approved as to Form:

  
\_\_\_\_\_  
City/Town Attorney

  
\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

\_\_\_\_\_  
S. Jane Caton, Senior Assistant Attorney General

\_\_\_\_\_  
Date

Attachments:

1. Point of Contact Information Form

RESOLUTION NO. 16-51

A RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDS FROM THE WYOMING OFFICE OF HOMELAND SECURITY FOR THE STATE HOMELAND SECURITY PROGRAM (SHSP), LAW ENFORCEMENT AND TERRORISM PREVENTION-ORIENTED ACTIVITIES (LETPA)

WHEREAS, the City of Casper has been approved for a Grant from the Wyoming Office of Homeland Security during the September 1, 2015 through May 31, 2018 time frame, in the amount of Thirty Thousand Dollars (\$30,000); and,

WHEREAS, the City of Casper desires to accept the Grant funds from the Wyoming Office of Homeland Security; and,

WHEREAS, the City of Casper shall use the Grant funds for intelligence training and other services covered by the Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Grant Agreement from the Wyoming Office of Homeland Security in the amount of Thirty Thousand Dollars (\$30,000), and upon execution of the Agreement, said Grant is hereby accepted.

BE IT FURTHER RESOLVED: That the City Manager and/or his designee is hereby authorized to execute all documents pertaining to said Agreement.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor

February 12, 2016

MEMO TO: Your Honor Mayor Sandoval and the City Council  
FROM: V.H. McDonald, City Manager   
SUBJECT: Resolution Supporting Wyoming Association of Municipalities Legislative  
Agenda Seeking Appropriations During the 2016 Budget Session

Recommendation:

That the City Council, by resolution, support the efforts for the Wyoming Association of Municipalities Legislative Agenda Seeking Appropriations During the 2016 Budget Session.

Summary:

The City is in receipt of a resolution being presented by the Wyoming Association of Municipalities (WAM) supporting WAM's efforts in seeking appropriations of state funding during the 2016 Budget Session of the Wyoming Legislature. The City of Casper is a member of WAM, and WAM's efforts to seek appropriations are consistent with the City's fiscal concerns and in the best interest of the Citizens by working toward obtaining the much needed state funding.

**RESOLUTION NO. 16-52**

**A RESOLUTION SUPPORTING THE WYOMING ASSOCIATION OF MUNICIPALITIES' LEGISLATIVE AGENDA AND THE ASSOCIATION'S EFFORTS IN SEEKING APPROPRIATION OF STATE FUNDING FOR ALL 99 WYOMING CITIES AND TOWNS DURING THE 2016 BUDGET SESSION OF THE WYOMING LEGISLATURE.**

**WHEREAS**, the 2016 Budget Session of the Wyoming Legislature is scheduled to commence on February 8, 2016, and the Wyoming Association of Municipalities has developed a legislative agenda for municipal funding issues that will be considered by the Wyoming Legislature during the upcoming session; and

**WHEREAS**, all 99 Wyoming cities and towns, which comprise the membership of the Wyoming Association of Municipalities, rely on state sales and use tax revenues, ad valorem tax revenues and "over-the-cap" funding as the primary revenue support for funding local government operations and services of direct benefit to residents and businesses of their respective community; and

**WHEREAS**, municipal officials of City of Casper are aware of decreasing energy related revenues and the current general Wyoming economy and realize that due to such decreasing revenues, funding challenges at both the state and local level will affect the ability to provide essential government operations and services for citizens; and

**WHEREAS**, the City of Casper has historically received and have relied upon "over-the-cap" revenue funding and the legislative agenda for the Wyoming Association of Municipalities strongly encourages continuation of this funding for the 2017-2018 biennium; and

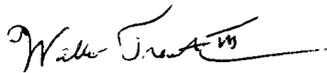
**WHEREAS**, direct distribution discretionary funding provided by the "over-the-cap" state allocation is essential for the City of Casper to maintain vital services for its communities which involve the health, safety and welfare of its citizens; and

**WHEREAS**, State Legislators have supported funding in the past for programs that assist with local municipalities' economic development and economic diversification efforts, such as those offered through the Wyoming Business Council and those involving state-wide communications and technology development such as the WYOLINK and Unified Technology Network programs, and "over the cap" funding has assisted municipalities in promoting and utilizing these programs.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY CASPER, WYOMING, THAT,** the 2016 Wyoming Association of Municipalities' legislative agenda and the Association's efforts in seeking appropriation of state funding for all 99 Wyoming Cities and towns during the 2016 Budget Session of the Wyoming Legislature is hereby supported for the benefit of all Wyoming community residents and businesses.

Presented, read and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Approved as to Form

  
\_\_\_\_\_

\_\_\_\_\_  
Daniel Sandoval, Mayor

Attest:

\_\_\_\_\_  
Tracey Belser, City Clerk

January 27, 2016

MEMO TO: V. H. McDonald, City Manager   
FROM: Doug Follick, Leisure Services Director   
SUBJECT: Leisure Services Advisory Board Appointment

Recommendation:

That Council, by minute action, authorize the appointment of Lance Banks to the Leisure Services Advisory Board (LSAB).

Summary:

Mr. Banks would be appointed to a three-year term set to expire December 31, 2018. This term became vacant when Susan Frank completed two, three-year terms on December 31, 2015.

The Leisure Services Advisory Board reviewed Mr. Banks' letter of intent and resume, and has elected to recommend this appointment.

February 2, 2016

MEMO TO: V.H. McDonald, City Manager *VM*  
FROM: Tracey Belser, Support Services Director *TB*  
Jason C. Shellabarger, Fleet Maintenance Manager *JCS*  
SUBJECT: Purchase one (1) New Front End Loader by the State Bid Process

Recommendation:

That Council, by minute action, authorize the purchase of one (1) new front end loader by the state bid process from Wyoming Machinery Company, Casper Wyoming to be used in the Streets Division of the Public Services Department. The amount of this purchase is to be \$165,174.00, with options, before trade-in.

Summary:

Wyoming State Statute allows Cities to purchase specific vehicles by utilizing the State bid process. Taking advantage of this State Statute reduces the cost of vehicles purchased. This year we are requesting that we be allowed to purchase one (1) new front end loader for a replacement.

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Trade In</u>	<u>Total</u>
<b>Caterpillar 938M Front End Loader</b>	<b>Wyoming Machinery</b>	<b>\$165,174.00</b>	<b>\$31,000.00</b>	<b>\$133,174.00</b>

The recommended purchase of the Caterpillar 938M from Wyoming Machinery Company meets all of the necessary specifications. The purchase of this unit will include the option of a three year 1500 hour buyback in the amount of \$174,175.00. Utilizing this option every three years will greatly decrease the cost of operation from over utilizing machines for more than ten years, as well as reducing the need to budget higher dollar amounts for replacements.

The purchase of this unit will replace unit# 70921 and become a part of the fleet in the Streets Division of the Public Services Department. Funding for this purchase will come from 1% #15 funds allocated to the Streets Division for capital equipment replacement.

February 4, 2016

MEMO TO: V.H. McDonald, City Manager   
FROM: Tracey Belser, Support Services Director   
Jason C. Shellabarger, Fleet Maintenance Manager   
SUBJECT: Purchase of one (1) New Loader Mounted Snow Blower

Recommendation:

That Council, by minute action, authorize the purchase of one (1) new loader mounted snow blower, with options, from Kois Brothers Equipment, Commerce City, Colorado. to be used in the Streets Division of the Public Services Department. The amount of this purchase will be \$162,240.00 with options, after the trade in allowance.

Summary:

Bids were requested for one (1) new loader mounted snow blower. On January 18, 2016, two bids were received from vendors. The bids are as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Trade In</u>	<u>Total</u>
<b>La Rue D65</b>	<b>Kois Brothers</b>	<b>\$177,240.00</b>	<b>\$15,000.00</b>	<b>\$162,240.00</b>
Kodiak LMSC3644	Kodiak America	\$174,150.00	\$2,000.00	\$172,150.00

The recommended purchase of the La Rue D65 from Kois Brothers Equipment Company meets all of the necessary specifications.

The purchase of this unit will replace unit# 70947 and become a part of the fleet in the Streets Division of the Public Services Department. Funding for this purchase will come from 1% #15 funds allocated to the Streets Division for capital equipment replacement.

February 11, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey Belser, Support Services Director   
Jason C. Shellabarger, Fleet Maintenance Manager 

SUBJECT: Purchase one (1) New Class 7 Chassis by the State Bid Process

Recommendation:

That Council, by minute action, authorize the purchase of one (1) new class 7 chassis by the state bid process from Jack's Truck and Equipment, Casper, Wyoming to be used in the Solid Waste Division of the Public Services Department. The amount of this purchase is to be \$71,220.00, with options, after trade-in.

Summary:

Wyoming State Statute allows cities to purchase specific vehicles by utilizing the State bid process. Taking advantage of this State Statute reduces the cost of vehicles purchased. This year we are requesting that we be allowed to purchase one (1) new class 7 chassis for replacement.

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Trade In</u>	<u>Total</u>
<b>Western Star 4700SB Chassis</b>	<b>Jack's</b>	<b>\$76,720.00</b>	<b>\$5,500.00</b>	<b>\$71,220.00</b>

The recommended purchase of the Western Star chassis from Jack's Truck and Equipment meets the necessary specifications.

The purchase of this unit will replace unit# 70913 and will become a part of the fleet in the Solid Waste Division of the Public Services Department. Funding for this purchase will come from the FY16 operating budget allocated for the Solid Waste Division for capital equipment replacement.

February 4, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey Belser, Support Services Director   
Jason C. Shellabarger, Fleet Maintenance Manager 

SUBJECT: Purchase one (1) New Truck Mounted Snow Plow

Recommendation:

That Council, by minute action, authorize the purchase of one (1) new truck mounted snow plow by the state bid process from Jack's Truck and Equipment, Casper, Wyoming to be used in the Solid Waste Division of the Public Services Department. The amount of this purchase is to be \$11,476.00, with options.

Summary:

Wyoming State Statute allows cities to purchase specific vehicles by utilizing the State bid process. Taking advantage of this State Statute reduces the cost of vehicles purchased. This year we are requesting that we be allowed to purchase one (1) New Truck Mounted Snow Plow for replacement.

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Trade In</u>	<u>Total</u>
<b>Henke Parallel Lift 10' Ft. Truck Mount Snow Plow</b>	<b>Jack's</b>	<b>\$11,476.00</b>	<b>N/A</b>	<b>\$11,476.00</b>

The recommended purchase of the Henke truck mounted snow plow from Jack's Truck and Equipment meets the necessary specifications.

The purchase of this unit will replace unit# 70925 and will become a part of the fleet in the Solid Waste Division of the Public Services Department. Funding for this purchase will come from the FY16 operating budget allocated for the Solid Waste Division for capital equipment replacement.

February 11, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey Belser, Support Services Director   
Jason C. Shellabarger, Fleet Maintenance Manager 

SUBJECT: Purchase one (1) New Dump Body

Recommendation:

That Council, by minute action, authorize the purchase of one (1) new dump body by the state bid process from Ameri-Tech Equipment, Casper, Wyoming to be used in the Solid Waste Division of the Public Services Department. The amount of this purchase is to be \$9,990.00, with options.

Summary:

Wyoming State Statute allows cities to purchase specific vehicles by utilizing the State bid process. Taking advantage of this State Statute reduces the cost of vehicles purchased. This year we are requesting that we be allowed to purchase one (1) new dump body for replacement.

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Trade In</u>	<u>Total</u>
<b>Williamsen Godwin WG1013 Dump Body</b>	<b>Ameri-Tech</b>	<b>\$9,990.00</b>	<b>N/A</b>	<b>\$9,990.00</b>

The recommended purchase of the Williamsen Godwin dump body from Ameri-Tech Equipment meets the necessary specifications.

The purchase of this unit will become a part of the fleet in the Solid Waste Division of the Public Services Department. Funding for this purchase will come from the FY16 operating budget allocated for the Solid Waste Division for capital equipment replacement.

February 11, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey Belser, Support Services Director   
Jason C. Shellabarger, Fleet Maintenance Manager 

SUBJECT: Purchase one (1) New Truck Mounted Salt/Sander

Recommendation:

That Council, by minute action, authorize the purchase of one (1) New Truck Mounted Salt/Sander by the state bid process from CMI-Teco , Casper, Wyoming to be used in the Solid Waste Division of the Public Services Department. The amount of this purchase is to be \$11,750.00, with options.

Summary:

Wyoming State Statute allows cities to purchase specific vehicles by utilizing the State bid process. Taking advantage of this State Statute reduces the cost of vehicles purchased. This year we are requesting that we be allowed to purchase one (1) new truck mounted salt/sander for replacement.

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Trade In</u>	<u>Total</u>
<b>Henderson FSH 10' Ft. Truck Mount Salt/ Spreader</b>	<b>CMI-Teco</b>	<b>\$11,750.00</b>	<b>N/A</b>	<b>\$11,750.00</b>

The recommended purchase of the Henderson truck mounted salt/ sander from CMI-Teco meets the necessary specifications.

The purchase of this unit will replace unit# 70916 and become a part of the fleet in the Solid Waste Division of the Public Services Department. Funding for this purchase will come from the FY16 operating budget allocated for the Solid Waste Division for capital equipment replacement.

February 12, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey Belser, Support Services Director   
Jason C. Shellabarger, Fleet Maintenance Manager 

SUBJECT: Purchase Twelve (12) New Half Ton Pickups by the State Bid Process

Recommendation:

That Council, by minute action, authorize the purchase of twelve (12) new half ton pickups by the state bid process from Greiner Motor Company-Casper, Casper Wyoming to be used throughout the City in the Public Services Department, Support Services Department and the Community Development Department. The amount of this purchase is to be \$342,457.00 with options, before trade-in allowances.

Summary:

Wyoming State Statute allows cities to purchase specific vehicles by utilizing the State bid process. Taking advantage of this State Statute reduces the cost of vehicles purchased. This year, we are requesting that we be allowed to purchase twelve (12) new Ford F-150's with options for replacements.

<u>Bid Item</u>	<u>Division</u>	<u>Vendor</u>	<u>Base Cost</u>	<u>Trade-In Value</u>	<u>Total Cost</u>
(1) 2016 Ford F-150 4x4 extended cab pickup	Parks	Greiner	\$27,959.00	N/A	\$27,959.00
(1) 2016 Ford F-150 4x4 extended cab pickup	Code Enforcement	Greiner	\$27,959.00	\$4,480.00	\$23,479.00
(1) 2016 Ford F-150 4x4 extended cab pickup	Solid Waste	Greiner	\$27,959.00	N/A	\$27,959.00
(1) 2016 Ford F-150 4x4 extended cab pickup	Water Distribution	Greiner	\$27,959.00	\$2,700.00	\$25,259.00
(1) 2016 Ford F-150 4x4 extended cab pickup	Water Distribution	Greiner	\$27,959.00	\$4,275.00	\$23,684.00

(1) 2016 Ford F-150 4x4 extended cab pickup	Buildings and Structures	Greiner	\$27,959.00	\$3,680.00	\$24,279.00
(1) 2016 Ford F-150 4x4 extended cab pickup	Meter Service	Greiner	\$27,959.00	\$2,480.00	\$25,479.00
(1) 2016 Ford F-150 4x4 extended cab pickup	Meter Service	Greiner	\$27,959.00	\$3,480.00	\$24,479.00
(1) 2016 Ford F-150 4x4 extended cab pickup	WWTP	Greiner	\$27,959.00	\$4,080.00	\$23,879.00
(1) 2016 Ford F-150 4x4 extended cab pickup 8' foot bed	Metro	Greiner	\$29,734.00	\$4,000.00	\$25,734.00
(1) 2016 Ford F-150 4x4 Crew cab pickup	Fire	Greiner	\$30,546.00	\$10,080.00	\$20,466.00
(1) 2016 Ford F-150 4x4 Crew cab pickup	Fire	Greiner	\$30,546.00	\$9,175.00	\$21,371.00

These purchases will be replacements for each division and will replace unit #'s 50533, 191931, 660186, 660200, 84028, 660172, 660183, 660174, 111174, and 111176. The Parks Division purchase is a replacement for unit # 81051 which was totaled in an accident. The Solid Waste Division purchase is an approved addition to the fleet.

Funding for these purchases will come from 1% #15 funds allocated to the departments respective divisions for Capital Equipment Replacement as well as the operations budgets of the Solid Waste Division, Public Utilities Division, and Waste Water Treatment Plant Division. The Parks Division purchase will be funded by WARM property coverage and Weed and Pest Section reserves.